



**CHILD AND ADULT CARE FOOD PROGRAM  
FOOD SERVICE AGREEMENT FOR VENDORS**

This agreement is entered into between the Puget Sound Educational Service District and the specified vendor below for the purpose of providing meals for children enrolled in the institution’s Child and Adult Care Food Program (CACFP). This agreement provides the minimum obligations and responsibilities of the parties to this agreement. The parties below will be referred to throughout this agreement as the institution and the vendor.

INSTITUTION AND RESPONSIBLE PERSON

Puget Sound Educational Service District  
800 Oakesdale Ave. SW | Renton, WA 98057  
Cheryl Polasek, RD, CD  
Program Manager, Health and Nutrition  
(425) 917-7883 | [cpolasek@psed.org](mailto:cpolasek@psed.org)

VENDOR AND RESPONSIBLE PERSON

Puyallup School District  
3607 17th St SW Suite A | Puyallup, WA 98373  
Joe Byrne  
Director  
253-840-8857 | [byrnejj@puyallup.k12.wa.us](mailto:byrnejj@puyallup.k12.wa.us)

This agreement covers the time period as specified below (not to exceed 1 year).  
September 1, 2023 to August 31, 2024

- I. The vendor agrees to:
  - A. Assist the institution in meeting the food service requirements that apply to menu planning, meal preparation and family-style meal service as specified by Head Start and ECEAP’s Program Standards.
  - B. Work cooperatively with institution’s nutrition staff to resolve problems that arise with regard to CACFP Regulations and Head Start and ECEAP Program Standards.
- II. The vendor will:
  - A. Prepare meals and snacks at the indicated cost and sites listed below:
    - Breakfast \$2.95
    - Lunch \$3.95
    - Snack \$2.25

| A. SITE LIST             |                 |                 |               |                      |                     |                     |
|--------------------------|-----------------|-----------------|---------------|----------------------|---------------------|---------------------|
| PCHS-South Hill/Avanza   |                 |                 |               |                      |                     |                     |
| WINS Site Number: 659400 |                 |                 |               |                      |                     |                     |
| Meal                     | Days of Service | Meal Start Time | Number Served | Total Operating Days | Cost Per Meal/Snack | Total Cost Estimate |
| Breakfast                | MTWThF          | 8:50 AM         | 20            | 182                  | 2.95                | \$10,738.00         |
| Lunch                    | MTWThF          | 11:20 AM        | 20            | 182                  | 3.95                | \$14,378.00         |
| Lunch                    | MTWTh           | 12:45 PM        | 20            | 146                  | 3.95                | \$11,534.00         |
| PM Snack                 | MTWTh           | 3:30 PM         | 20            | 146                  | 2.25                | \$ 6,570.00         |

Puyallup SD Total: \$43,220.00

CHILD AND ADULT CARE FOOD PROGRAM  
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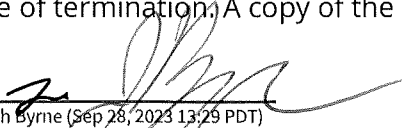
1. Provide meals that comply with the meal patterns and components as required in 7 CFR 226.20 as noted in [7CFR 226.6 (i) (10)]
  2. Include milk with meals when required as a component.
  3. Utensils, straws, and napkins are not included.
  4. Provide sack lunches which meet Federal Regulation 7 CFR Part 226.20 requirements for field trips when requested by the institution five days in advance of the trip.
  5. Prepare meals/snacks in bulk (not individually proportioned servings) in order to facilitate family-style meal service (as applicable).
  6. Provide the institution with a monthly menu one week prior to the beginning of the month. Meals shall conform to the cycle menus contained in the bid and/or to menu changes agreed upon by the institution and vendor.
  7. Allow menus and meal count adjustments by the specified time below prior to preparing and delivering meals. 1 day
  8. Present the institution with an itemized invoice within ten working days following the end of the delivery month.
  9. If applicable, pick up food transport carts from the previous day's delivery at the time of the current day's delivery.
  10. Enforce nondiscrimination policies and prohibit discrimination against customers, employees and applicants for employment.
- B. Meet all sanitization and health standards:
11. Maintain the appropriate health certifications in meal preparation facility(ies).
  12. Notify Institution of any health inspections that occurred during the duration of this agreement.
  13. Keep foods at the proper temperatures and under sanitary conditions until the time of delivery or pick up. Food temperatures of final product must be taken and recorded prior to portioning into containers for transport (temperature records will be maintained by vendor).
  14. Date of last health inspection and copy of inspection report will be provided to Institution as part of this agreement.
- C. Assume liability and provide replacement or credit for any meals found at the time of delivery or pickup to be either:
15. Spoiled or unwholesome meals or components, or
  16. Do not meet the required meal pattern for the meal.
- D. Comply with applicable record keeping requirements and procedures including:
17. Make available books and records of the vendor pertaining to the institution's food service operation for inspection and audit by representatives of OSPI, USDA, the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by OSPI or the Department remains unresolved, until such time as the audit is resolved.
  18. Keep records that show foods are maintained at the proper temperatures and under sanitary conditions at the time of delivery and pick-up.
  19. Maintain full and accurate records which document:

CHILD AND ADULT CARE FOOD PROGRAM  
FOOD SERVICE AGREEMENT FOR VENDORS

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- i. The menus, listing nutritional components and quantities used to prepare meals;
  - ii. The number of meals delivered or picked up on a daily basis to the institution.
- E. The vendor will not subcontract for the total meal, with or without milk, or for the assembly of the meal per 7 CFR 226.21(e).
- F. The vendor shall operate in accordance with current USDA program regulations.
- III. The institution will:
- A. Meet all CACFP meal requirements as specified by USDA (7 CFR 226.20).  
Accept an initial cycle (or) monthly menus and agree upon menu changes or limitations at specified times.
  - B. Provide a list of approved site(s) and their locations to the vendor.
    - 20. Provide an employee to receive and sign for meals, verify safe temperature and sanitary condition of meals at the specified time and accept only those meals that meet the USDA requirements (7 CFR 226.20). Continue maintaining safe temperatures upon receipt of meals.
    - 21. Provide staff to serve meals and clean the serving area.
  - C. Notify vendor five days in advance when canceling meals due to various reasons, i.e. holidays, field trips, no contact days with children, conference days, emergencies, etc.
  - D. Issue Payment for meals received within ten days following receipt of invoice.
  - E. Not reimburse for meals delivered or picked up when:
    - 22. The adjustment request - particularly downward - was not honored,
    - 23. Meals or components are spoiled or unwholesome, or
    - 24. Meals do not meet the required meal pattern.
  - F. Maintain all records justifying the number of meals received and served for review by state and/or federal personnel. This includes records of amount of food prepared and count of meals supplied.
  - G. The institution will remain responsible for ensuring that the food service operation conforms to its agreement with the State agency per 7 CFR 226.21(a).


All efforts will be made to resolve any disputes as they arise. If these efforts are not successful, this agreement may be terminated by written notification given by either party at least 60 days prior to the date of termination. A copy of the written notice will be uploaded to WINS.

  
\_\_\_\_\_  
Joseph Byrne (Sep 28, 2023 13:29 PDT)

Sep 28, 2023

Vendor Signature/Date  
Joe Byrne | Director

CHILD AND ADULT CARE FOOD PROGRAM  
FOOD SERVICE AGREEMENT FOR VENDORS

  
Cheryl Polasek (Sep 21, 2023 11:00 PDT)

Sep 21, 2023

Institution Signature/Date

Cheryl Polasek, RD CD | Program Manager, Health and Nutrition

1 copy each, vendor and institution

PSESD (Rev 9/22)

Attachment: Equal Opportunity OSPI CNS CACFP

### **Equal Opportunity**

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor 41 CFR ~~ch.~~ 60.

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, gender, age, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, gender, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, gender, age, or disability.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by Law.

(g) The contractor will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.












# Puyallup SD CACFP Vendor Agreement

Final Audit Report

2023-09-28

|                 |  |
|-----------------|--|
| Created:        | 2023-09-21                                   |
| By:             | Rose Southwick (rsouthwick@psed.org)         |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAIKC6LKDE5YMfYpH5Kh2Ut0YApi0nlpmp |

## "Puyallup SD CACFP Vendor Agreement" History

-  Document created by Rose Southwick (rsouthwick@psed.org)  
2023-09-21 - 5:40:44 PM GMT- IP address: 216.227.110.151
-  Document emailed to Cheryl Polasek (cpolasek@psed.org) for signature  
2023-09-21 - 5:42:24 PM GMT
-  Email viewed by Cheryl Polasek (cpolasek@psed.org)  
2023-09-21 - 6:00:14 PM GMT- IP address: 104.47.66.126
-  Document e-signed by Cheryl Polasek (cpolasek@psed.org)  
Signature Date: 2023-09-21 - 6:00:24 PM GMT - Time Source: server- IP address: 73.42.243.151
-  Document emailed to brynejj@puyallup.k12.wa.us for signature  
2023-09-21 - 6:00:25 PM GMT
-  Email sent to brynejj@puyallup.k12.wa.us bounced and could not be delivered  
2023-09-21 - 6:00:35 PM GMT
-  Email sent to brynejj@puyallup.k12.wa.us bounced and could not be delivered  
2023-09-26 - 4:03:30 PM GMT
-  Rose Southwick (rsouthwick@psed.org) replaced signer brynejj@puyallup.k12.wa.us with Joseph Byrne (brynejj@puyallupsd.org)  
2023-09-28 - 8:11:09 PM GMT- IP address: 169.204.238.141
-  Document emailed to Joseph Byrne (brynejj@puyallupsd.org) for signature  
2023-09-28 - 8:11:09 PM GMT
-  Email sent to brynejj@puyallup.k12.wa.us bounced and could not be delivered  
2023-09-28 - 8:11:30 PM GMT
-  Email viewed by Joseph Byrne (brynejj@puyallupsd.org)  
2023-09-28 - 8:29:08 PM GMT- IP address: 104.47.51.126



## Agenda Item Details

|                    |   |
|--------------------|---|
| Meeting            | Oct 16, 2023 - Regular Board Meeting at Kessler Center and livestreamed via Zoom        |
| Category           | 3. Consent Agenda   |
| Subject            | I. Business Services - Interlocal Agreement - PSESD Child & Adult Care Food Program     |
| Type               | Action (Consent)  |
| Recommended Action | Approval of Interlocal Agreement - PSESD Child & Adult Care Food Program, as presented. |

### **Submitted by:**

Laura Marcoe, Assistance Superintendent of Business & Support Services.

### **Issue:**

Consideration for approval to renew an interlocal agreement between Puget Sound Educational Service District (PSESD) and Puyallup School District to provide meals for children enrolled in the district's Child and Adult Care Food Program (CACFP).

### **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:**

PSESD works cooperatively with the district to meet the food service requirements that apply to menu planning, meal preparation and family-style meal service as specified by Head Start and Early Childhood Education and Assistance Program (ECEAP) Standards, while working with district nutrition staff to resolve any issues that may arise with regard to CACFP regulations.

### **Contact Information:**

If you have questions or comments regarding this item, please contact Laura Marcoe, Assistant Superintendent of Business & Support Services at [marcoelk@puyallup.k12.wa.us](mailto:marcoelk@puyallup.k12.wa.us) or (253) 841-8762 or Amie Day, Director of Accounting & Finance at [DayAK@puyallup.k12.wa.us](mailto:DayAK@puyallup.k12.wa.us) or (253) 435-6777.

Interlocal Agreement - PSESD Interlocal Child and Adult Care Food Program 10.pdf (479 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 Michael D Keaton, second by David B Berg.

Final Resolution: Motion Carries

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

