

**INTERAGENCY AGREEMENT
For Sponsors of USDA Child Nutrition Programs**

RECITALS

WHEREAS RCW 28A.320.035 provides that the board of directors of a school district may contract with other school districts, educational services districts, public or private organizations, agencies, schools or individuals for goods and services;

Sponsor Vendor-the entity that will provide the food and meal service to the Sponsor Recipient.

Sponsor Recipient- the entity that receives the food and meal service from the

WHEREAS (Sponsor Vendor) AND (Sponsor Recipient)

recognize that the consolidation of food service programs is the best utilization of public tax dollars; and,

WHEREAS (Sponsor Vendor) AND (Sponsor Recipient) wish to enter into an agreement in which **(Sponsor Vendor)** provides food and meal services to **(Sponsor Recipient)**.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties enter the following:

A G R E E M E N T

1. Purpose and Effective Date of Agreement

- 1.1 The purpose of this Agreement is for the **(Sponsor Vendor)** to provide food and meal service to the **(Sponsor Recipient)**.
- 1.2 This Agreement becomes effective upon execution by both parties and shall remain in effect until **(Date)**. Any changes to this Agreement must be in writing, in the form of an amendment and signed by both parties.
- 1.3 The Sponsor Vendor has a Food Service Management Company Contract?
 Not Applicable (do not complete statement below – proceed to #2 Duties and Responsibilities of the Sponsor Vendor)
 Applicable (complete statement below)
This Agreement is subject to the Food Service Management Company (FSMC) Contract between **(Sponsor Recipient)** and **(FSMC Name)** _____, with effective dates of **(Beginning Date)** _____ – **(Ending Date)** _____

____. In case of conflict between this Agreement and the provisions of the FSMC contract, the provisions of the contract between **(Sponsor Recipient)** and **(FSMC Name)** shall control. (The sponsor attached a copy of the FSMC contract to this agreement for reference by both parties.)

2. Duties and Responsibilities of Sponsor Vendor

- a) 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)]. NSLP Meal Pattern [breakfast/lunch only]
 CACFP Meal Pattern [Two meals +one snack OR two snacks + one meal] (check one).
- b) These meals/snacks will Include Not Include milk with meals (*check one*).
- c) These meals/snacks will Include Not include eating utensils, straws, and napkins (*check one*).
- d) These meals/snacks will be delivered as bulk meals or unitized.
- e) Provide the Sponsor Recipient with a monthly menu one week prior to the beginning of each month.
- f) Comply with USDA Civil Rights Requirements, including reasonable accommodations for special dietary needs when the Sponsor Recipient provides instruction.
- g) Provide training to Sponsor Vendor employees required by U.S. Department of Agriculture (USDA) and the Office of Superintendent of Public Instruction (OSPI).
- h) Prepare all meals, which meet or exceed all applicable regulations established by the USDA and OSPI. All reimbursable lunches, breakfasts, and snacks shall meet USDA program requirements as described in 7 CFR 210.10 and 220.8, 225.16, and 226.20 [as applicable].
- i) Allow menus and meal count adjustments prior to preparing and delivering meals.
- j) Present the Sponsor Recipient with an itemized invoice within ten working days following the end of the delivery month.
- k) Enforce nondiscrimination policies and prohibit discrimination against customers, employees, and applicants for employment.
- l) Meet all sanitation and health standards:
- m) Maintain the appropriate health certifications in meal preparation facility(ies).
- n) Notify Institution of any health inspections that occurred during the duration of this agreement.
- o) Keep foods at the proper temperatures and under sanitary conditions until the time of delivery pick up (check one).
- p) Keep records that show foods are maintained at the proper temperatures and under sanitary conditions at the time of delivery pick up (check one).
- q) Date of last health inspection **(Date)** . *Please attach a copy of inspection report to the agreement.
- r) Assume liability and provide a replacement or credit for any meals found at the time of delivery pick up (check one) to be either:
 - i. Spoiled or unwholesome meals or components, or
 - ii. Do not meet the required meal pattern for the meal.
- s) Comply with applicable record keeping requirements.

- t) 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, and 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 USDA remains unresolved, until such time as the audit is resolved.
- u) Maintain full and accurate records, which document: (1) the menus and list nutritional components and quantities used to prepare meals; and (2) the number of meals delivered picked up on daily basis by the institution.
- v) Maintain records that support menu items meet meal pattern such as product documentation, standardized recipes, Child Nutrition (CN) labels, and ingredient labels to support sugar limits and whole grain rich items that are served.
- w) The Sponsor 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).

3. Duties and Responsibilities of (Sponsor Recipient)

- a) Require child nutrition meal requirements as specified by USDA (7 CFR 226.20) are being followed.
- b) Accept an initial cycle monthly menu and agree upon menu changes or limitations at specified times.
- c) Submit a copy of the menu with this signed agreement to OSPI.
- d) Provide the Sponsor Vendor with information needed to accommodate any special dietary needs.
- e) Maintain all accounting records, and determine eligibility for meal reimbursement, verification documentation and submission of monthly claims.
- f) Provider monitoring and oversight in accordance with USDA requirements.
- g) Provide all required annual training to employees.
- h) Collect meal counts and consolidate monthly.
- i) 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 USDA requirements.
- j) Provide an employee to maintain safe temperatures upon receipt of meals.
- k) Provide an employee(s) to serve meals and clean the serving area(s).
- l) Create a contingency plan to address vendor delivery issues such as spoiled food, meals that arrive after approved mealtimes, meals that do not meet meal pattern for reimbursement and ensure all site staff are trained and understand whether a meal can be claimed for reimbursement.
- m) Notify vendor five days in advance when canceling meals due to various reasons, i.e., holidays, field trips, emergencies, etc.

- n) Issue payment for meals received within ten days following receipt of invoice.
- o) Not seek reimburse for meals delivered picked up when:
 - 1. The adjustment request – particularly downward – was not honored,
 - 2. Meals or components are spoiled or unwholesome, or
 - 3. Meals do not meet the required meal pattern.
- p) 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.
- q) 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).

4. Additional Information

- a. Indemnification. Each party agrees to indemnify and hold harmless the other against any liabilities resulting from the activities of each party's employees on behalf of each public entity.
- b. Assignment. Neither party to this agreement may assign its interest in the agreement without the express written consent of the other party.
- c. Compliance with Laws. During the entire term of this agreement, the parties shall comply in every respect with all laws, rules, and regulations of the State of Washington.
- d. Waiver. No waiver of any portion of this agreement shall be deemed or shall constitute a waiver of any other portion thereof, nor shall any waiver constitute a continuing waiver.
- e. Contract Disputes. The parties agree that any disagreement regarding the interpretation, meaning or effect of any provision of this agreement shall be settled by arbitration if so requested by either party in writing. The arbitration decision will be binding upon the parties. The cost of such arbitration shall be shared equally between the parties.

5. Termination or Suspension of Performance.

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 this must be presented to OSPI.

- a. Either party may terminate this agreement without cause by providing the other party thirty- (30) day written notice by certified mail or in person.

- b. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the notice of termination.
- c. The parties agree to settle promptly all accounts existing from work performed under this agreement upon termination.

6. Civil Rights Assurances.

Both sponsors hereby agrees to comply with: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food

service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, both Sponsors agree to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

The foregoing represents the entire agreement between the parties and any prior understanding or representations of any kind preceding the date of this agreement shall not be binding upon the other party except to the extent incorporated in this agreement. No modification of this agreement shall be binding upon the other party except to the extent incorporated in this agreement.

Sponsor Vendor:
WINS #:
Signature: _____
Printed Name:
Title:
Date:

Sponsor Recipient:
WINS #:
Signature: _____
Printed Name:
Title:
Date:

Sponsoring Organization (if different than sponsor recipient)	WINS Number
Authorized Signature of Local Official _____	Printed Name

Title	Date
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