

Consent 5.

Regular Business Meeting

Miscellaneous consent

Meeting Date: 09/27/2016

Submitted By: Sandra Troka, Business Services
(2L)

Submitted For: Jenna Valach

Information

Subject

Interlocal Agreement Between Edmonds School District & Edmonds Community College Triton Espresso for Food Services

Recommendation

Background

This spring district leadership determined that the in house meal service operation in the Educational Services Center was not sustainable as an Enterprise program. Business Services went out to bid, but didn't receive any viable responses. Edmonds Community College Triton Espresso subsequently worked with district staff to develop an on-line ordering system that was tested successfully. We hope to enter into a formal agreement.

Fiscal Impact

Attachments

Res. No. 16-57EdCC MOU

Form Review

Inbox

Business & Operations Exec Dir
Superintendent's Office

Form Started By: Sandra Troka

Final Approval Date: 09/20/2016

Reviewed By

Stewart Mhyre

Christine Hansen

Date

09/16/2016 04:38 PM

09/20/2016 09:37 AM

Started On: 09/16/2016 01:06 PM

RESOLUTION NO. 16-57
EDMONDS SCHOOL DISTRICT NO. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATION AGREEMENT BETWEEN
EDMONDS SCHOOL DISTRICT NO. 15 AND EDMONDS COMMUNITY COLLEGE
CONCERNING FOOD SERVICE CATERING FROM TRITON ESPRESSO

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides for Interlocal cooperation between governmental agencies; and

WHEREAS, Edmonds School District No. 15 and Edmonds Community College will collaborate to provide pre-ordered meal and delivery services for district staff at the Educational Services Center; and

WHEREAS, Edmonds School District agrees to:

1. Provide and maintain an ordering link on the District's website for employees to place orders
2. Notify District employees of changes to the link and/or issues with website
3. Provide an accessible location for Edmonds Community College Triton caterers to distribute orders and receive payments

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No. 15, Snohomish County, as follows:

1. That an interlocal cooperation agreement be formed between the Edmonds School District No. 15 and Edmonds Community College Triton Espresso,
2. That the Superintendent or designee of Edmonds School District #15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperation agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 27th day of September, 2016.

EDMONDS SCHOOL DISTRICT NO. 15
BOARD OF DIRECTORS

Susan Phillips, President

Ann McMurray, Vice President

Carin Chase, Legislative Representative

Diana White, Board Member

Gary Noble, Board Member

ATTEST:

E. Kristine McDuffy, Ed.D. - Secretary to the Board

DATE: 9/28/16

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EDMONDS SCHOOL DISTRICT
AND
EDMONDS COMMUNITY COLLEGE, TRITON ESPRESSO**

This Agreement is made and entered into by and between EDMONDS SCHOOL DISTRICT NO. 15, hereinafter referred to as the "DISTRICT", and Edmonds Community College Triton Espresso, hereinafter referred to as "EdCC".

1. PURPOSE

Edmonds School District Food & Nutrition Services supported a Campus Café on site at the District ESC for the last 15 years in order to provide building staff and visitors an accessible food service source for breakfast and lunch operations. Due to budget and staffing constraints, the café was closed this last school year, limiting on-site food choices to snack vending machines. The District advertised a Request for Information (RFI) in the local newspaper to research feasibility of catering services to fulfill lunch requests. After review of limited proposals, the District opted to work directly with EdCC to organize catering lunches to the District ESC, due mostly in part to the proximity of campuses and the existing partnership between the educational institutions.

2. CONTACT INFORMATION

The Coordinators for each of the parties shall be the contact person for all communications regarding this understanding.

Coordinator for EDCC is:	Contact for DISTRICT is:
<p>Name: Heather Kelsey</p> <p>Address: Edmonds CC Triton Espresso 20000 68th Ave W Lynnwood, WA 98036</p> <p>Phone: (425) 640-1459</p> <p>E-mail address: heather.kelsey@email.edcc.edu</p>	<p>Name.: Jenna Valach Director-Budget & Finance</p> <p>Address: Edmonds School District ESC 20420 68th Ave W Lynnwood, WA 98036</p> <p>Phone: (425) 431-7048</p> <p>E-mail address: valachj995@edmonds.wednet.edu</p>

3. SCOPE OF WORK

- 1) Triton Espresso agrees to deliver food to the District's ESC Building as follows:
 - a. Offer food delivery Monday through Thursday, providing it is not a holiday or college closure day
 - b. Work with District's Community Relations staff to establish and support a link on the Districts' website that allows District employees to pre-order food from a limited Triton Espresso Menu
 - c. Establish a daily order cut-off time for same day requests to allow for food preparation and delivery



Edmonds

SCHOOL DISTRICT

Each student learning, every day!

20420 68th Ave W
Lynnwood, WA 98036

Tel: (425) 431-7000

- d. Deliver pre-ordered meals to ESD Education Support Center 2nd floor lunch room between 11:45 am to 12:15 pm, Monday through Thursday, as referenced in item 1
 - e. Expect payment due at the time of delivery in the form of personal debit/credit cards only (NO CASH or IOU's)
 - f. Edmonds Community College reserves the right to cancel delivery service on any given day if not enough orders are received
 - g. Either party may discontinue the agreement due to lack of participation, staffing, or other unforeseen circumstances without financial obligation to either party.
- 2) The District agrees to
- a) Provide and maintain an ordering link on the District's website for employees to place orders
 - b) Notify District employees of changes to the link and/or issues with the website
 - c) Provide an accessible location for EDCC Triton Caterers to distribute orders and collect payment

4. PERIOD OF PERFORMANCE

Negotiated start date based on College schedule – 1st day of fall quarter begins September 19, 2016 and will remain in place until either party notifies the other that services to be terminated.

5. COMPENSATION/PAYMENT

Payment for ordered lunch menu items to be paid by staff/employee's personal debit or credit card. NO IOU's or Cash to be accepted. There is no other financial consideration imparted to neither EdCC nor the District.

6. ASSURANCES

DISTRICT and EdCC agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

7. INDEMNIFICATION

EdCC shall defend, indemnify, and hold harmless the District, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or lawsuits, including attorney fees and other costs, relating to or arising out of this agreement caused by the negligent or intentional acts or omissions of EdCC. EdCC is responsible for maintaining adequate liability insurance.

The District shall defend, indemnify, and hold harmless EdCC, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or lawsuits, including attorney fees and other costs, relating to or arising out of this agreement caused by the negligent or intentional acts or omissions of the District. The District is responsible for maintaining adequate liability insurance.

8. ENTIRE AGREEMENT

This Memorandum of Understanding represents all the terms and conditions agreed upon by the parties. No other understandings or representations oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

9. APPROVAL

This Memorandum of Understanding shall be subject to the written approval of the DISTRICT'S authorized representative and shall not be binding until so approved. The agreement may be altered, amended or waived only by a written amendment executed by both parties.

THIS MOU is executed by the persons signing below who warrant that they have the authority to execute the contract.

EDMONDS SCHOOL DISTRICT	EDMONDS COMMUNITY COLLEGE TRITON ESPRESSO
X	X
Name/Title: Jenna Valach, Director of Business and Finance	Name/Title: <i>D</i>
Date: <i>9/28/16</i>	Date: <i>9/29/16</i>
Email: valachj995@edmonds.wednet.edu	Email:
Tel: (425) 431-7048	Tel: (425)
FEIN or SSN	WA UBI