

Memorandum of Understanding  
Between Second Harvest of Silicon Valley  
and Mountain View Whisman School District

**Summer Food Service Program at MVWSD Summer Meal sites-Adult Meals**

**I. Purpose**

This Memorandum of Understanding (hereafter MOU) is made and entered into between Second Harvest Food Bank of Silicon Valley (hereafter SH) and Mountain View Whisman School District (hereafter MVWSD) and outlines the responsibilities of both parties regarding the provision of meals for adults at Community Summer Meal sites in MVWSD, San Jose.

Nothing in this MOU is intended to conflict with current law or regulation. If a term of this memorandum is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this memorandum shall remain in full force and effect. Nothing in the MOU is intended to restrict the authority of either party to act as provided by law, statute or regulation.

This agreement neither creates a partnership nor a joint venture, and neither party has the authority to bind the other.

**II. Recitals**

WHEREAS, MVWSD agrees to administer the Summer Food Service Program at various summer meal sites from June 9, 2020 to August 7, 2020 and SH agrees to reimburse MVWSD for the adult meals provided to caregivers of children up to the total amount of \$8,000.00.

**III. Duties and Responsibilities**

NOW, THEREFORE, the parties agree as follows:

1. The role of SH will consist of the following:
  - a. Provide reimbursement to MVWSD for the adult meals for the Summer Food Service Program at the MVWSD summer sites, which are not reimbursed through other funding sources. The rate of reimbursement will be \$4.00 per lunch.
  - b. Monitor the Summer Food Service Program on a regular basis.
2. The role of MVWSD will consist of the following:
  - a. Provide safe sites for food distribution of the Summer Food Service Program.

- b. Identify staff and volunteers to administer the Summer Food Service Program.
- c. Manage all on-site aspects of the Summer Food Service Program: food ordering, serving, and other processes as necessary.
- d. Maintain workers' compensation, general liability, and auto liability insurance during the period of this Agreement.
- e. MVWSD shall invoice SH for eligible meals at two intervals: for the period June 9 through June 30, 2020 and for the period July 1 through August 7, 2020. Invoices shall be submitted by the 20<sup>th</sup> of the subsequent month and will be paid within 10 days of receipt. Total reimbursement to not exceed \$8,000.00 for the Summer 2020 period.
- f. Provide required reporting to SH at the same two intervals as the invoicing. Reporting shall include total children's meals served and total adult meals served at each site.
- g. Agree to allow SH to inspect records and processes for the Summer Food Service Program.

#### **IV. Indemnification**

MVWSD shall protect, defend, indemnify and hold harmless SH, its officers, employees and agents against any action, demand, claim, loss or liability arising out of or resulting in any way from this Agreement or any actions taken, work performed or service provided under this Agreement. MVWSD obligations to indemnify and hold harmless exclude only such action, demand, claim, loss or liability which is due to the sole negligence or willful misconduct of SH and/or its employees.

#### **V. Modification/Termination**

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto. Either party may terminate this MOU, without cause, by giving no less than thirty (30) business days' written notice.

#### **VI. Effective Date and Execution**

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

In Witness Thereof, the signing parties have caused this agreement to be executed by and between them.

Second Harvest of Silicon Valley:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

MVWSD:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date