



MVWSDSHSV2023

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

**Summer Food Service Program; and
Mountain View Whisman School District -Adult Meals**



I. Purpose

This Memorandum of Understanding (hereafter MOU) is made and entered into between The Mountain View Whisman School District (hereafter MVWSD) and Second Harvest of Silicon Valley (hereafter SHSV) and outlines the responsibilities of both parties regarding the provision of meals for adults at sites in SMCL during the Summer Food Service Program.

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 community meal sites from June 1, 2023, through August 31, 2023, and SHSV agrees to reimburse MVWSD for the meals for adult caregivers of children up to the total amount of \$9,700.

III. Duties and Responsibilities

NOW, THEREFORE, the parties agree as follows:

1. The role of SHSV will consist of the following:
 - a. Provide reimbursement to MVWSD for adult meals for the Summer Food Service Program at community meal sites, which are not reimbursed through other funding sources. The rate of reimbursement will be up to a maximum of \$5.50 per meal.
 - 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

Curtner Center
408-266-8866
750 Curtner Avenue
San Jose, CA 95125

Cypress Center
408-266-8866
4001 North First Street
San Jose, CA 95134

Bing Center
650-610-0800
1051 Bing Street
San Carlos, CA 94070

shfb.org





Curtner Center
408-266-8866
750 Curtner Avenue
San Jose, CA 95125

Cypress Center
408-266-8866
4001 North First Street
San Jose, CA 95134

Bing Center
650-610-0800
1051 Bing Street
San Carlos, CA 94070

shfb.org

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 SHSV for eligible adult meals. Invoices shall be submitted by the 20th of September 2023 and will be paid within 30 days of receipt. Total reimbursement to not exceed \$ 9,700 for the Summer 2023 period.
- f. Provide required reporting to SHSV at the same time as the invoicing. Reporting shall include total children's meals served and total adult meals served by site.
- g. Agree to allow SHSV to inspect records and processes for the Summer Food Service Program.

IV. Indemnification

MVWSD shall protect, defend, indemnify, and hold harmless SHSV, 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 SHSV 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:

Tracy Weatherby, VP Strategy and Advocacy



Date

Mountain View Whisman School District:

Authorized Personnel and Title

Curtner Center
408-266-8866
750 Curtner Avenue
San Jose, CA 95125

Date

Cypress Center
408-266-8866
4001 North First Street
San Jose, CA 95134

Bing Center
650-610-0800
1051 Bing Street
San Carlos, CA 94070

shfb.org