

**Memorandum of Understanding
Between Second Harvest of Silicon Valley
and San Mateo-Foster City School District**

I. Purpose

This Memorandum of Understanding (hereafter MOU) is made and entered into between Second Harvest of Silicon Valley (hereafter SHFB) and San Mateo-Foster City School District (SMFCSD) and outlines the responsibilities of both parties regarding the provision of meals to children at the high-need schools.

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, SMFCSD agrees to provide free breakfast and lunch at the following four high-need schools during the 2019-2020 school year and 2020-2021 school year:

- LEAD Elementary
- Sunnybrae Elementary
- San Mateo Park Elementary
- Fiesta Gardens International Elementary

III. Duties and Responsibilities

NOW, THEREFORE, the parties agree as follows:

1. The role of SHFB will consist of the following:
 - a. Provide \$40,000 per year to SMFCSD from funds provided by the San Mateo Board of Supervisors.
 - b. Support and provide best practices to SMFCSD.
2. The role of SMFCSD will consist of the following:
 - a. Provide free breakfast and lunch at the following four high-need schools during the 2019-2020 school year and 2020-2021 school year:
 - LEAD Elementary
 - Sunnybrae Elementary
 - San Mateo Park Elementary
 - Fiesta Gardens International Elementary

SMFCSD SHFB 2019

- b. Maintain workers' compensation, general liability, and auto liability insurance during the period of this Agreement.
- c. SMFCSD shall invoice SHFB for expenses related to meals as near the beginning of the school year as expenses can be verified as spent; \$40,000 for the 2019-2020 school year and \$40,000 for the 2020-2021 school year. Ideally, invoices would be submitted by end of September. Payments will be made to SMFCSD within 45 days of receipt of funds from San Mateo County Board of Supervisors.
- d. Provide required reporting to SHFB at requested intervals including the same two intervals as the invoicing. Reporting shall include total breakfasts and lunches served to children at the schools outlined above (broken down by free, reduced & paid) and number of children served meals as well as the FRPM percentage at each school.
- e. Agree to allow SHFB to inspect records and processes for the provision of meals at the schools outlined above.

IV. Indemnification

SMFCSD shall protect, defend, indemnify and hold harmless SHFB, 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. SMFCSD 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 SHFB 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 Whereof, the signing parties have caused this agreement to be executed by and between them.

Second Harvest of Silicon Valley:

Tracy Weatherby, VP of Strategy & Advocacy

Date

San Mateo-Foster City School District:

Joan Rosas, Superintendent

Date