

Memorandum of Understanding  
Between Second Harvest of Silicon Valley  
and Ravenswood City School District

**Summer Food Service Program at  
Ravenswood City School District sites – Adult Meals**

**I. Purpose**

This Memorandum of Understanding (hereafter MOU) is made and entered into between Second Harvest of Silicon Valley (hereafter SHSV) and Ravenswood City School District (RCSD) and outlines the responsibilities of both parties regarding the provision of meals for adults at sites in Ravenswood City School District 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, RCSD agrees to administer the Summer Food Service Program at various district sites from June 15, 2020 to August 30, 2020 and SHFB agrees to reimburse RCSD for the adult meals up to the total amount of \$20,000.00.

**III. Duties and Responsibilities**

NOW, THEREFORE, the parties agree as follows:

1. The role of SHFB will consist of the following:
  - a. Provide reimbursement to RCSD for the adult meals for the Summer Food Service Program at district sites, which are not reimbursed through other funding sources. The rate of reimbursement will be \$2.54 per breakfast and \$4.21 per lunch.
  - b. Monitor the Summer Food Service Program on a regular basis.
2. The role of RCSD 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. RCSD shall invoice SHFB for eligible meals provided by outside vendor at two intervals: for the period June 15 through June 30, 2020 and for the period July 1 through August 30, 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 \$20,000.00 for the summer 2020 period.
- f. Provide required reporting to SHFB at the same two intervals as the invoicing. Reporting shall include total children's meals served and total adult meals served.
- g. Agree to allow SHFB to inspect records and processes for the Summer Food Service Program.

#### IV. Indemnification

RCSD 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. RCSD 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

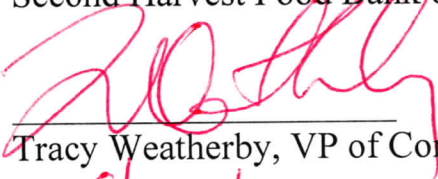
This MOU may be modified or amended only by an instrument in writing signed by the parties hereto. Either party may terminate this MOU, without cause, by giving no less than thirty (30) business days' written notice.

#### 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 Food Bank of Santa Clara and San Mateo Counties:



Tracy Weatherby, VP of Community Engagement & Policy

6/17/2020  
Date

Ravenswood City School District:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date