

**Memorandum of Understanding
Between Second Harvest of Silicon Valley and
Santa Clara Unified School District**

Summer Food Service Program; Santa Clara Unified School District – Adult Meals

This Memorandum of Understanding (hereafter MOU) is made and entered into between the Santa Clara Unified School District (hereafter SCUSD) 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 SCUSD 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.

I. Recitals

WHEREAS, SCUSD agrees to administer the Summer Food Service Program at various community meal sites from June 1, 2021 through August 31, 2021 and SHSV agrees to reimburse SCUSD for the meals for adult caregivers of children up to the total amount of \$8,000.00.

II. Duties and Responsibilities

NOW, THEREFORE, the parties agree as follows:

1. The role of SHSV will consist of the following:
 - a. Provide reimbursement to SCUSD 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 \$4.00 per lunch.
 - b. Monitor the Summer Food Service Program on a regular basis.
2. The role of SCUSD 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. SCUSD shall invoice SHSV for eligible adult meals. Invoices shall be submitted by the 20th of September 2021 and will be paid within 30 days of receipt. Total reimbursement to not exceed \$8,000.00 for the Summer 2021 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.

III. Indemnification

SCUSD 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. SCUSD 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.

IV. 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.

V. 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 and Advocacy

Date

Santa Clara Unified School District:

Authorized Personnel and Title

Date