

**Memorandum of Understanding
Between
Cypress School District and Boys and Girls Club of Cypress**

1. INTRODUCTION

Many children depend on the meals that the Cypress School District provides as their main source of nourishment throughout the school year. During the summer, families may experience a lapse in meal service. The Cypress School District recognizes the need to extend nutrition services to families in need throughout the summer while school is not in session to eliminate this burden on needy families in our community.

This Memorandum of Understand (MOU) is entered into by the Cypress School District, herein referred to as DISTRICT, and the Boys & Girls Club of Cypress, herein referred to as CONTRACTOR, to serve meals for the Seamless Summer Feeding Program (SSFP) for the children enrolled in Summer Camp at the Boys & Girls Club of Cypress.

2. PURPOSE

The DISTRICT will prepare and deliver meals to the CONTRACTOR, and the CONTRACTOR will serve the meals under the DISTRICT's guidelines.

3. SCOPE OF WORK

CONTRACTOR agrees to serve meals and maintain proper documentation in accordance with policies and procedures issued by the DISTRICT.

4. TOTAL AGREEMENT AMOUNT AND PAYMENT RATE

The CONTRACTOR agrees to collect payment for paid and reduced-priced meals.

5. TERM

The term of this Agreement shall begin June 4, 2018, and end August 3, 2018. These dates align with the SSFP meal service planned dates.

6. RESPONSIBILITY

The meals will be served by the CONTRACTOR under the direction of Brenda Marquez-Flores, Director of Child Nutrition Services of the Cypress School District.

7. TERMINATION

This agreement may be terminated by either party, at any time, upon thirty (30) days prior written notice.

8. AUDIT AND RECORD KEEPING

The CONTRACTOR shall maintain records and documents of meals served under the guidance of the DISTRICT for audit purposes. In the event of an audit, the CONTRACTOR agrees to comply with any requests from the DISTRICT or state auditors.

9. FOOD SAFETY

The CONTRACTOR agrees to pay for and maintain a valid Health Permit issued by the Orange County Health Care Agency throughout the duration of this agreement. The CONTRACTOR agrees to maintain a valid *ServSafe* Manager's Certification throughout the duration of this agreement. All staff members that will be serving food must attend a training hosted by the DISTRICT to ensure food is served safely.

10. EQUIPMENT

Equipment that is used to maintain food at the proper temperature must be maintained and cleaned as necessary and shall remain the DISTRICT's property. This equipment should only be used to store SSFP food.

11. INDEMNIFICATION

CONTRACTOR agrees to hold harmless and indemnify the DISTRICT, its officers, agents, and employees with respect to all damages, costs, expenses, or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage, destruction, loss, or theft of property arising out of the faulty performance of the services to be performed by CONTRACTOR hereunder, and CONTRACTOR agrees to defend any and all actions, suits, or other legal proceedings, at CONTRACTOR's own expense, cost, and risk, that may be brought or instituted against the DISTRICT, its officers, agents, and employees on any such claim or employees in any such action, suit, or legal proceeding.

DISTRICT agrees to hold harmless and indemnify the CONTRACTOR, its officers, agents, and employees with respect to all damages, costs, expenses, or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage, destruction, loss, or theft of property arising out of willful misconduct or negligence by DISTRICT hereunder.

12. GOVERNING LAW

This agreement shall be governed by the laws of the State of California both as to interpretation and performance.

13. COMPLIANCE

The CONTRACTOR agrees to conduct the program in compliance with all current and applicable laws and regulations. The CONTRACTOR shall also execute activities in conformity with all USDA guidelines.

14. NOTICES

All notices or demands to be given under this agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) United States Mail, mailed either by registered or certified mail, return receipt requested. Service shall be considered given when received if personally served or on the first day after deposit in any United States Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this agreement, the addresses of the parties are as follows:

District:

Cypress School District
9740 Moody Street
Cypress, CA 90630
Attention: Brenda Marquez-Flores
(714) 220-6948
Email: bmarquez-flores@cypsd.org

Contractor:

Boys and Girls Club of Cypress
10161 Moody Street
Cypress, CA 90630
Attention: Anne Hertz
(714) 527-2697
Email: ahertz@bgccypress.org

15. EDUCATION CODE

In accordance with Education Code Section 17604, this agreement is not valid or an enforceable obligation against the DISTRICT until approved or ratified by motion of the governing board duly passed and adopted.

The undersigned hereby certify that they are authorized to bind their respective agencies.

Cypress School District

Signature

Name and Title of Authorized Representative

Cypress School District
9740 Moody Street
Cypress, CA 90630

Boys and Girls Club of Cypress

Signature

Name and Title of Authorized Representative

Boys and Girls Club of Cypress
10161 Moody Street
Cypress, CA 90630