



# DJUSD

DAVIS JOINT UNIFIED  
SCHOOL DISTRICT

Winfred B. Roberson, Jr.  
Superintendent

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526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ [www.djUSD.net](http://www.djUSD.net)

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by the Davis Joint Unified School District Student Nutrition Services Department ("District") and the Sacramento Food Bank & Family Services ("Sacramento Food Bank").

## RECITALS

**WHEREAS**, the Davis Joint Unified School District seeks to work with Sacramento Food Bank & Family Services distributing meals to children in Summer and After School At-Risk Programs for the 2014-15, 2015-16, 2016-2017, and 2017-2018 school years.

**WHEREAS**, District and Sacramento Food Bank wish to enter into an agreement specifying as set forth below, certain services to be provided:

**NOW, THEREFORE**, the parties agree as follows:

## AGREEMENT

1. This MOU is effective as of June 15, 2015.
2. DISTRICT shall not be obligated to provide any lunches on days when DISTRICT schools are not in session. DISTRICT shall provide SACRAMENTO FOOD BANK with a school year calendar which clearly indicates staff work days.
3. DISTRICT shall be responsible for maintaining the proper temperature of the lunches until they are delivered to Sacramento Food Bank & Family Services at 1951 Bell Ave, Sacramento, CA 95838-3039.
4. DISTRICT shall have no responsibility for the condition or care of said meals after SACRAMENTO FOOD BANK accepts delivery.
5. DISTRICT will provide documentation to show receipt of delivery and copy to document receipt of delivery.
6. SACRAMENTO FOOD BANK shall return to DISTRICT any and all property owned by DISTRICT on a daily basis/dollies, baskets, and other property via district driver.

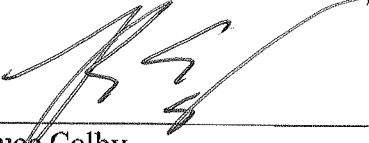
7. DISTRICT shall provide SACRAMENTO FOOD BANK, no later than one (1) week prior to the end of each month, a monthly menu covering the lunches to be delivered for the following month.
8. DISTRICT shall deliver meals to SACRAMENTO FOOD BANK no later than 1:00 pm daily unless otherwise agreed upon by both parties.
9. SACRAMENTO FOOD BANK shall submit to the DISTRICT itemized invoices for the meals delivered by DISTRICT matching the Bill of Lading provided by DISTRICT to the address in Item #3. The invoices shall be for \$.35 per unit. A Unit is described as a Snack and Lunch combined or Supper. DISTRICT shall submit payment to SACRAMENTO FOOD BANK within Thirty (30) days of receipt of invoice.
10. SACRAMENTO FOOD BANK agrees to indemnify and hold harmless DISTRICT, its officers, Board members, agents, and employees from and against any and all liabilities, losses, claims, lawsuits, judgments, obligations, costs, damages or expenses including attorneys' fees arising from any act or omission of SACRAMENTO FOOD BANK or any agent of SACRAMENTO FOOD BANK in connection with performance of this Agreement. DISTRICT agrees to indemnify and hold harmless SACRAMENTO FOOD BANK, the Roman Catholic Bishop of Sacramento, their officers, Board members, agents and employees from and against any and all liabilities, losses, claims, lawsuits, judgments, obligations, costs, damages or expenses including attorneys' fees arising from any act or omission of DISTRICT or any agent of DISTRICT in connection with performance of this Agreement.
11. The SACRAMENTO FOOD BANK and the DISTRICT shall each keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than \$1,000,000 for each occurrence and will provide the other party with a certificate evidencing insurance in that amount, naming the other party as an additional insured and specifying that coverage will not be canceled or modified without thirty (30) days prior written notice to the other party.
12. DISTRICT and SACRAMENTO FOOD BANK shall comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and distribution of meals.
13. The term of this Agreement shall be from June 15, 2015 until June 30, 2018 unless terminated by either party upon 30 days written notice. At the end of this agreement a (3) year option is included to determine if both parties desire to continue agreement.
14. All business and information relating to the execution of this agreement and the services thereof shall be directed to the Associate Superintendent of Business, DISTRICT.
15. The MOU shall be deemed to be executed with the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this MOU shall be filed and resolved in a California State court located in Woodland, California.

June 4, 2015

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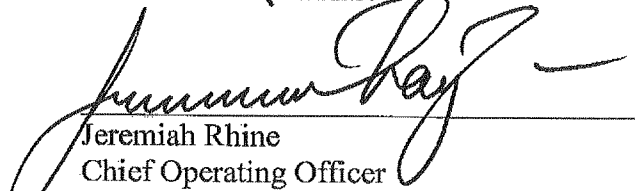
IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date first written above by affixing their signatures hereafter.

DISTRICT:

By:   
Bruce Colby  
Associate Superintendent of Business Services

Date: 6/5/2015

SACRAMENTO FOOD BANK &  
FAMILY SERVICES:

  
Jeremiah Rhine  
Chief Operating Officer

Date: 6/3/15