



Memorandum of Understanding

This Memorandum of Understanding is made and entered into by and between City of Commerce (agency name) signatory hereto, (hereafter referred to collectively as the "agency") and the Los Angeles Regional Food Bank (hereafter referred to as the "Food Bank").

The agency agrees to distribute snacks and/or meals to children 18 years and younger or persons 19 and over who are mentally or physically disabled and participating in a public or private non-profit school program for the mentally or physically disabled, in accordance with the established eligibility program requirements of the Child and Adult Care Food Program and/or Summer Food Service Program. The agreed upon distribution address is: Bristow Library 1466 S. McDonnell Ave.
(serving site address)

The agency in consideration agrees to:

1. Participate in all site visits & reviews performed by a Food Bank staff member, a representative from the California Department of Education, and the local health department.
2. Serve complete snacks/meals (all components provided) during the entire time period allotted, as required by the California Department of Education program rules.
3. Count each child receiving snacks/meals at the "Point of Service."
4. All snacks/meals provided are to be consumed on site with the exception of the "traveling apple" rule.
5. Provide adequate supervision during food service (minimum 2 adults for every 25 children).
6. Perform background checks on all staff and volunteers 18 years and older that are in direct repetitive contact with the children.
7. Have water easily accessible to children.
8. Post the monthly menu and make necessary changes and updates.
9. Submit all required paper work to the Food Bank NO LATER than Monday by 3 PM.
10. Report any changes in meal times, number of meals delivered, days of operation, or non-operating days to the Food Bank with a minimum 24-hour notice.
11. Notify the Food Bank of any field trips (summer only) with a minimum 48-hour notice and follow the required procedures for authorization of service outside the regular site.
12. Report any damaged meals, late or no delivery on a scheduled delivery date, or inadequate food temperatures IMMEDIATELY to the Food Bank.
13. Prominently display the USDA's "Justice for All" poster in a location clearly visible to all participants and comply with all Civil Rights Laws and Regulations
14. Ensure adequate training (service and reporting requirements) is provided to all staff operating the program, including staff who may substitute in case of regular staff absence or dismissal.
15. Comply with all safe food handling guidelines at all times.
 - a) At least one staff member must be certified in Food Safety and the staff person must be present during distribution times at least three days a week.
 - b) A clean and sanitary delivery location and distribution is required.
16. Perform outreach to the surrounding community (banners, newsletters, door hangers, etc.).
17. Attend annual Food Bank training sessions.



The parties, in consideration for the covenant and promises contained herein, agree to:

1. The Los Angeles Regional Food Bank and City of Commerce (agency name) hereby agree on behalf of their representatives, administrators, insurers, successors and assigns, distributes, officers, shareholders, employees, agents and any others acting on their behalf to fully release, discharge and to not make any claim against, file a lawsuit against, and/or attach the property of each other (including without limitation, any of the either entities' employees, officers, elected and appointed officials, volunteers, Boards, departments, agents, attorneys, contractors, and/or anyone else acting on their behalf (collectively the "Released Parties") for any and all claims, causes of action, including, but not limited to, emotional distress, bodily injury, death or property damage arising out of any and all action and/or omissions by any of the Released Parties and/or anyone else acting on the Released Parties' behalf in connection with the distribution of food by the Releasing Parties including, without limitation, the conditions of the agency and/or the food for the same. The agency agrees to indemnify and save the Food Bank harmless against any and all claims, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Food Bank in compliance with this Agreement, including the reasonable cost of defense. This release shall be effective even if the loss, damage or injury was not foreseeable or results, in whole or in part, from the negligence of the Released Parties and/or any of the above persons.
2. The agency understands that this distribution arrangement may be temporary in nature and if the Food Bank or the agency elects to terminate this agreement (to discontinue the delivery of snacks/meals), the Food Bank or the agency will provide a 48-hour written notice notifying the reason of discontinuance.
3. The terms and conditions of the Agreement are not assignable unless agreed to in writing by the parties; and
4. This document makes up the entire agreement between the parties. This Agreement may not be modified, altered, or changed in any regard except upon the expressed written consent of the agency and the Food Bank. Once signed the Agreement will be in effect until either agency decides to terminate the Agreement in writing with 48-hour notice.
5. A site may be terminated if not compliant with all rules and regulations of the Child and Adult Care Food Program and/or Summer Food Service Program.

In witness whereof, City of Commerce (agency name) and the Los Angeles Regional Food Bank have caused this agreement to be executed by their authorized representatives.

Printed name of agency representative

Michael Flood, President/CEO
Los Angeles Regional Food Bank

Signature of agency representative

Date

Date

95-6006477

Federal Tax Identification Number

95-31365649

Federal Tax Identification Number



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(serving site address)

The agency in consideration agrees to:

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The parties, in consideration for the covenant and promises contained herein, agree to:

1. The Los Angeles Regional Food Bank and City of Commerce (agency name) hereby agree on behalf of their representatives, administrators, insurers, successors and assigns, distributes, officers, shareholders, employees, agents and any others acting on their behalf to fully release, discharge and to not make any claim against, file a lawsuit against, and/or attach the property of each other (including without limitation, any of the either entities' employees, officers, elected and appointed officials, volunteers, Boards, departments, agents, attorneys, contractors, and/or anyone else acting on their behalf (collectively the "Released Parties") for any and all claims, causes of action, including, but not limited to, emotional distress, bodily injury, death or property damage arising out of any and all action and/or omissions by any of the Released Parties and/or anyone else acting on the Released Parties' behalf in connection with the distribution of food by the Releasing Parties including, without limitation, the conditions of the agency and/or the food for the same. The agency agrees to indemnify and save the Food Bank harmless against any and all claims, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Food Bank in compliance with this Agreement, including the reasonable cost of defense. This release shall be effective even if the loss, damage or injury was not foreseeable or results, in whole or in part, from the negligence of the Released Parties and/or any of the above persons.
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