



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into between Loaves and Fishes of Contra Costa, a California non-profit corporation (“LFCC”) and Mount Diablo Adult Education (MDAE).

Within this MOU, LFCC agrees to prepare and deliver hot meals and salads to MDAE. The funding source to cover the costs for the meals, delivery and transportation provided to Mt. Diablo Adult Education and CSUEB will be paid for by grants to LFCC.

Meals will be delivered Monday-Thursday during the hours of 10:00 am-11:30am during the period of February 7, 2022 to December 31, 2023.

Whereas, MDAE provides a critical need that supports California’s rapidly aging population by training a new generation of compassionate caregivers.

Now therefore LFCC and MDAE agree as follows:

- LFCC shall use its reasonable best efforts to provide Meal Service for up to 20 people each day Monday through Thursday of each week commencing January 18, 2022 – 12-31-2022 (12 week session) and continue on a schedule to be determined by MDAE and agreed upon by LFCC. The Meal Service shall consist of a hot entree and a green/fruit salad. Meal Service shall be provided for \$1.70 per meal to Mt. Diablo Adult Education, and at no charge for MDAE. LFCC will seek grant funding to cover the meal costs, and delivery costs will be covered by LFCC from its own funds. All partners shall establish a procedure such that will provide LFCC with reasonable notice as to the number of meals needed for each day’s Meal Service. The meals shall be delivered by LFCC delivery van and personnel between 10:30 am and 11:30 am each day scheduled

for delivery. All meals will be prepared at LFCC Central Kitchen at 510 Garcia Avenue, Unit H, Pittsburg California. Meal Service shall not be provided on holidays and other dates that LFCC or MDAE is closed for service. See Attachment A for LFCC Holiday Schedule. In addition, to the extent LFCC is unable to provide Meal Service as provided hereunder, LFCC shall use its best efforts to provide 24 hours' notice, provided however, that should a daily meal not be provided for whatever reason, MDAE shall have no recourse for any damages whatsoever for any such failure to provide such meals.

- MDAE shall use its reasonable best efforts to cancel by giving LFCC a 24 hours' notice. If this notice does not occur for whatever reason, LFCC shall have no recourse for any damages whatsoever for any such failure. MDAE shall return any and all equipment (pans and other serving equipment) after each use the following day. All returned items shall be cleaned, no sanitation is necessary, prior to being returned each day. MDAE shall report to LFCC on a monthly basis the number of meals and individuals it served.
- LFCC shall not be liable for any Acts of God or any other disruption or unavailability with respect to the Meal Service. MDAE hereby acknowledges that the transportation, storage and service of the meals provided hereunder is subject to governmental restrictions and regulations and MDAE hereby agrees to abide by and comply with all such restrictions and regulations.
- Mt. Diablo Unified School District (MDUSD), MDAE hereby indemnifies and holds harmless LFCC, its employees, its officers and directors against any liability or damages of any kind whatsoever arising out of or incurred in connection with MDAE delivery, storage or use of the Meal Service and with respect to the meals provide thereunder being consumed by any person. MDAE shall provide a certificate of insurance naming LFCC as an additional insured and showing at least \$1,000,000 of general liability coverage which policy shall be in force during the term of this agreement.
- LFCC hereby indemnifies and holds harmless MDUSD, (MDAE), its employees, its officers and directors against any liability or damages of any kind whatsoever arising out of LFCC's gross negligence in preparing the meals provided hereunder. LFCC shall provide a certificate of insurance naming MDUSD, (MDAE) as an additional insured and showing at least \$1,000,000 of general liability coverage which policy shall be in force during the term of this agreement.
- This agreement shall be construed in accordance with California law and the venue for any litigation hereunder shall be Contra Costa County. This agreement contains the entire agreement of the parties and any changes or additions shall be in writing signed by both parties.

- The prevailing party in any dispute shall be entitled to reasonable attorney's fees and costs.
- All notices shall be delivered to the parties at their address below or by telephone to:

Loaves and Fishes of Contra Costa	Mt. Diablo Adult
Attention Sheila Aceves	Education Attention
835 Ferry Street	Vittoria Abbate 1266 San
Martinez CA 94553	Carlos Ave. Concord,
Telephone: 925 293-4792	CA 94518 Telephone:
	925 685-7340

Loaves and Fishes of Contra Costa

Mt. Diablo Adult Education

By: Sheila Aceves
Executive Director

By: Vittoria Abbate
Director, College & Career and Adult Education
Mt. Diablo Unified School District