

Memorandum of Understanding (MOU) Between:

Silver Valley Unified School District

and

Soldier of Christ World Outreach Ministry

THIS AGREEMENT is executed by and between the Silver Valley Unified School District (hereinafter referred to as “District”) and Soldier of Christ World Outreach Ministry (hereinafter referred to as “Provider”) for the purpose providing supplemental food and clothing to the local community on a monthly basis (hereinafter referred to as the “Program”).

Scope of the Agreement:

- This Agreement forms the basis of mutual understanding and respective responsibilities between the District and the Provider for providing food and clothing to those in need from the local community.
- This Agreement will extend through the 2024-2025 school year, with review for continuation of the Program at yearly intervals. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.

Responsibilities:

Soldier of Christ World Outreach Ministry agrees to provide:

- Freezers and refrigerators.
- Perishable and non-perishable food.
- Clothing for men, women, and children.
- Pickup and delivery of food and clothing.
- Setup and distribution of food and clothing at least once a month, on Saturdays.
- Insurance coverage for the food and clothing distribution.

Silver Valley Unified School District agrees to provide:

- A designated space to house freezers, refrigerators, food, and clothing.
- Tables for distribution purposes.
- Shelving for non-perishable foods.
- Advertising for the monthly distribution event.
- Approximate number of recipients.

Insurance and Liability:

- School District agrees to defend, hold harmless, and indemnify Provider and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees or other agents of Provider, and damage to property including property of School District, caused by the negligent acts or omissions of School District in the performance of the Agreement. School District's duty to indemnify Provider under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand or expense resulting from Provider's negligence or willful misconduct.
- Provider agrees to defend, hold harmless, and indemnify School District and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of School District, and damage to property including property of Provider, caused by the negligent acts or omissions of Provider in the performance of the Agreement. Provider's duty to indemnify School District under this Agreement shall not extend to loss, liability, damage, claims, cost, charge, demand, or expense resulting from School District's negligence or willful misconduct.

Term of the Agreement:

- This Agreement will be in effect for the remainder of the 24-25 School year, with the option to renew upon mutual agreement.
- This Agreement may be terminated by either party by giving the other party thirty (30) days written notice.
- This Agreement may be modified at any time by written consent of both Parties.
- This Agreement constitutes the entire Agreement between the Parties. There is no express or implied Agreement except as stated in this Agreement.
- All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.

Independent Contractor

- Provider is, for all purposes, an independent contractor and shall not be deemed an employee of the School District. Provider specifically acknowledges that it controls the manner and means by which the Program is accomplished, agrees

to hold itself out as an independent contractor, and waives any rights to claim that it is an employee of School District under the common law agency test, the economic realities test, or any other legal test.

Signatures:

For Silver Valley Unified School District:

Name: _____

Title: _____

Date: _____

For Soldier of Christ World Outreach Ministry:

Name: _____

Title: _____

Date: _____