

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made on March 30, 2020 (“Effective Date”), by and between the Venues, Parks & Arts Department of the City of South Bend, Indiana, by and through its Board of Park Commissioners (hereinafter the “City”) and Cultivate Culinary School and Catering, Inc., a 501(c)(3) not-for-profit organization, with its principal place of business at 1403 Prairie Avenue, South Bend, Indiana 46613 (hereinafter, “Cultivate”) (each a “Party,” and collectively the “Parties”).

RECITALS

- A. Cultivate is a not-for-profit organization devoted to building a local network of food suppliers with the goal of providing wholesome meals to the most vulnerable communities in northern Indiana.
- B. Cultivate engages in two main programs, Food Rescue (i.e., taking never served food that would be thrown away and turning it into frozen meals) and the Backpack Program (i.e., a program that provides meals to children) (hereinafter collectively referred to as the “Program”).
- C. Cultivate utilizes a network of volunteers to operate its Program.
- D. Due to the COVID-19 outbreak, Cultivate needs individuals to assist in the operation of its Program.
- E. Personnel from the City’s Venues, Parks & Arts Department are available to fill this need.

NOW, THEREFORE, in consideration of the mutual promises and obligations stated in this MOU, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The City’s Venues, Parks & Arts Department will provide 16 employees (“City Personnel”) to assist Cultivate with its Program for a period of time commencing on March 30, 2020 and expiring no later than May 31, 2020.
2. The Parties agree that City Personnel will be utilized for two 4-hour shifts, which will take place Monday through Wednesday, during the term of this MOU.
3. No-touch infrared thermometers will be utilized to take the temperature of all individuals prior to the person being allowed on-site. If any person has an above normal range temperature the individual will not be allowed onsite or promptly dismissed from the worksite.
4. Cultivate agrees to provide disposable gloves to all City employees while onsite and a facial mask to any City employee so requesting while onsite.
5. Cultivate agrees to comply with all applicable COVID-19 Centers for Disease Control (“CDC”), Occupational Safety and Health Administration (“OSHA”), and all other applicable federal, state and local laws, regulations, and executive orders.
6. Cultivate hereby agrees to indemnify, defend, and hold harmless the City and its officials, employees, and agents, from any and all claims of any nature which arise from Cultivate’s performance under this MOU and from all costs and attorney fees in connection therewith, except for claims arising out of the negligence or intentional acts or omissions of the City or its officials, directors, employees, or agents. The obligations of Cultivate under this section shall survive the termination of this MOU.

7. Throughout the term of this MOU, Cultivate agrees to maintain insurance coverage, including comprehensive commercial general liability, comprehensive vehicle liability, workers' compensation and employer's liability, in amounts that are commercially reasonable to protect Cultivate and the City. The City shall be listed on the commercial general liability policy as an additional named insured throughout the term of this MOU.
8. This MOU sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This MOU may be amended only by separate writing, signed by authorized representatives of the Parties. This MOU shall be construed and interpreted according to the laws of the State of Indiana, and any disputes arising out of this MOU will be resolved in the courts located in St. Joseph County, Indiana, unless the Parties mutually agree to a different method of dispute resolution.
9. This MOU may be executed in two or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one and the same instrument. Any electronically transmitted version of a manually executed original shall be deemed a manually executed original.

IN WITNESS WHEREOF, the Parties hereby execute this Memorandum of Understanding as of the date stated above.

**CITY OF SOUTH BEND, INDIANA
BOARD OF PARK COMMISSIONERS**

**CULTIVATE CULINARY SCHOOL &
CATERING, INC.**

Mark Neal, President

By: _____

Consuela Hopkins, Vice President

Title: _____

Aimee Buccellato, Member

Dan Farrell, Member

ATTEST:

By: _____
Eva Ennis, Clerk