

**Memorandum of Understanding**  
**between**  
**Tupelo Public School District**  
**and**  
**The Tupelo/Lee County Hunger Coalition**

This Memorandum of Understanding (“**MOU**”) is made and entered into effective on this \_\_28th\_ day of June, 2018 (“**Effective Date**”) by and between the Tupelo Public School District (“**TPSD**”) and the Hunger Coalition Tupelo/Lee County (“**The Hunger Coalition**”) Summer Backpack Program.

**1. Background and Purpose**

- a. The Tupelo/Lee County Hunger Coalition has instituted a program for the provision and delivery of nutritional assistance in Lee County throughout the summer months (the “**Program**”). The Hunger Coalition desires to distribute food in the Program from a TPSD school site.
- b. TPSD is willing to provide a location to the Hunger Coalition for the weekly distribution of food in the Program.
- c. Each Party agrees to participate in the Program subject to the provisions outlined herein.

**2. Duties and Responsibilities of the Hunger Coalition**

- a. The Hunger Coalition is solely responsible for the publicity and marketing of the Program. TPSD will allow the Hunger Coalition to distribute information in TPSD schools (on a one-time basis) concerning the Program and how to register. Such materials shall not state nor imply that TPSD is partnering with the Hunger Coalition in the Program or that the Program is sponsored by TPSD.
- b. The Hunger Coalition is responsible to obtain all necessary food and packaging required for the Program, and will assemble the food bags in a location of its choosing. The Hunger Coalition may distribute food bags in the Program from the TPSD Property listed on Exhibit A.

**3. Duties and Responsibilities of TPSD**

- a. TPSD will provide access to the Hunger Coalition to TPSD Property listed on the attached Exhibit A (the “**TPSD Property**”) for the purpose of distribution of food bags in the Program.
- b. TPSD will permit representatives of the Hunger Coalition to enter and remain on the campus of the Property on Mondays between \_\_\_\_\_11\_\_am and \_\_\_\_7\_\_\_\_pm for the purpose of distribution of the food bags in the Program. Access by the Hunger Coalition representatives is limited to this purpose. This

permission to access the TPSD Property is limited to performance of the distribution of food bags in the Program. No employees, agents or volunteers of the Hunger Coalition shall enter any buildings of TPSD while engaged in activities related to the Program.

#### **4. Term and Termination**

- a. This MOU shall be in effect for a one-year term beginning on the Effective Date and shall automatically renew for additional one-year terms unless terminated pursuant to the provisions contained herein.
- b. Either Party may terminate this MOU, without the requirement of stating a cause for the termination, by providing seven (7) days' written notice to the other Party.
- c. The Parties may terminate this MOU at any time by mutual agreement.

#### **5. Indemnification**

The Hunger Coalition agrees to indemnify, defend, and save TPSD and its trustees, officers, employees, and agents ("Indemnified Parties") harmless from and against any and all losses, claims, actions or causes of action, damages, liabilities, costs and expenses (including without limitation reasonable attorneys' fees) based upon, arising out of, or in any manner attributable to the Program, provided that the Indemnified Party(ies) provides notice to the Hunger Coalition of the claim. This indemnification shall survive the expiration or termination of this MOU.

#### **6. Notices**

Notices or communications required to be given under this MOU shall be provided to the appropriate Party in writing either by personal delivery, commercial delivery service, confirmed facsimile or registered or certified mail, postage prepaid, addressed to the Party to be notified at the following address (or other address provided in the future by notice):

##### **TPSD**

Andy Cantrell  
Assistant Superintendent  
75 South Green Street  
Tupelo, MS 38801  
Facsimile:

##### **The Hunger Coalition**

Name: Melinda Tidwell  
Title: President, United Way of NEMS  
Address: 213 W. Main Street, Tupelo 38802

Facsimile:

Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by regular, registered or certified mail, postage prepaid, one (1) business day after deposit if by an overnight delivery service, or upon transmission confirmation if by facsimile.

## **7. General Terms**

a. Nothing in this MOU shall be interpreted as creating an employment relationship or joint venture between the Parties.

b. This MOU, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire agreement between the Parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, memoranda and agreements, whether oral or written, pertaining thereto. This MOU may be amended only by a written instrument signed by TPSD and the Hunger Coalition

c. If any term or provision of this MOU is held illegal, invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law; and in lieu of each such illegal, invalid or unenforceable provision the Parties shall use their best efforts to add as a part of this MOU a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

**IN WITNESS WHEREOF**, the Parties, through their authorized representatives, have executed this MOU as of the Effective Date.

**TUPELO PUBLIC SCHOOL DISTRICT**

**TUPELO/LEE COUNTY HUNGER COALITION**

SIGNATURE: Rob Pico

SIGNATURE: Melinda Tidwell

PRINT NAME: Rob Pico

PRINT NAME: MELINDA TIDWELL

TITLE: Superintendent

TITLE: PRESIDENT, UNITED WAY OF NEMS

DATE: 7-3-18

DATE: JULY 2, 2018