

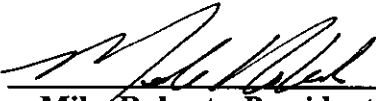
**ORDER: APPROVE MEMORANDUM OF UNDERSTANDING WITH OLE  
MISS DINING SERVICES FOR DISASTER FEEDING**

Motion was made by Larry Gillespie, duly seconded by Brent Larson, to approve Memorandum of Understanding with Ole Miss Dining Services for disaster feeding.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 6<sup>th</sup> day of June, 2022.

  
Mike Roberts, President  
Board of Supervisors

  
Sherry Wall, Chancery Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on June 3, 2022 (the "Effective Date"), by and between Ole Miss Dining Services, LLC located at 144 Johnson Commons, University, Mississippi 38677 (the "First Party"), and Lafayette County Emergency Management located at 72 Fd Buddy East Pkwy, Oxford, Mississippi 38655 (the "Second Party"). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

### **1. MISSION**

The partnership on which the Parties are intending to collaborate, has the following intended mission in mind:

To support and assist Lafayette County Emergency Services by providing meals to persons who have been adversely impacted by unforeseen circumstances, displaced from their homes, and/or in need of temporary support.

### **2. PURPOSE AND SCOPE**

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

### **3. OBJECTIVES**

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for Ole Miss Dining/Lafayette County Emergency services to support and provide meals., and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

### **4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

Any Party may decide not to proceed with the partnership contemplated herein for any reason or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, subject to the conditions contained therein. Notwithstanding the two preceding sentences of this paragraph, the provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties.

The following are the individual services that the Parties are contemplating providing for the partnership.

Ole Miss Dining Services, LLC shall render and provide the following services that include, but are not limited to:

1. Ole Miss Dining will provide food (with reasonable notice of 4 hours) to Lafayette County Emergency Services at the door rate of \$12 per person.
2. Ole Miss Dining will remit a bill to Lafayette County Emergency Services with the pay term of net 30 days.

Lafayette County Emergency Management shall render and provide the following services that include, but are not limited to:

1. Lafayette County Emergency Services will contact Ole Miss Dining Services to notify of the specific needs, number of meals and any dietary restrictions or accommodations.
2. Lafayette County Emergency Services will be responsible for the pickup and distribution of meals. Pickup locations may vary based on the impact of weather or the nature of the emergency.

### **5. TERMS OF UNDERSTANDING**

The term of this Memorandum shall be for a period of 12 months from the Effective Date and maybe extended upon written mutual agreement of both Parties.

### **6. CONFIDENTIALITY**

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any

Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

**7. LEGAL COMPLIANCE**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

**8. LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

**9. NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

**10. GOVERNING LAW**

This Memorandum shall be governed by and construed in accordance with the laws of the State of Mississippi.

**11. AUTHORIZATION AND EXECUTION**

The signing of this Memorandum does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by Ole Miss Dining Services, LLC and Lafayette County Emergency Management and shall be effective as of the date first written above.

\_\_\_\_\_  
(First Party Signature)  
Ole Miss Dining Services, LLC  
144 Johnson Commons  
University, Mississippi  
38677

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Second Party Signature)  
Lafayette County Emergency Management  
72 Fd Buddy East Pkwy  
Oxford, Mississippi  
38655

\_\_\_\_\_  
(Date)