



MEMORANDUM OF UNDERSTANDING BETWEEN ALL FAITHS FOOD BANK, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

INTRODUCTION

The purpose of this Memorandum of Understanding ('MOU') is to clearly delineate the roles and responsibilities of All Faiths Food Bank, Inc. ('AFFB') and the Department of Food and Nutrition Services, The School Board of Sarasota County, Florida ('SCSD') in the successful implementation of the 2014 Campaign against Summer Hunger ('CAMPAIGN'), serving those in need in Sarasota and DeSoto Counties. The intent of this document is to establish a mutual understanding that the above named organizations must fulfill their organizational responsibilities for the CAMPAIGN to succeed during the 2014 CAMPAIGN period.

BACKGROUND OF THE CAMPAIGN AGAINST SUMMER HUNGER

The CAMPAIGN has defined the following desired outcomes:

1. Raise \$1 million in funds and receive 600,000 pounds of donated food during the CAMPAIGN.
2. Using those funds and food, reduce summer hunger by providing food to a minimum of 15,000 children during the period of June 9, 2014 through August 31, 2014 ('PROGRAM').
3. Develop new programs or expand existing programs to provide food to children and their families in areas identified as currently underserved.

These outcomes will be achieved through the following programs and services:

1. Mobile Distributions, both school sites and non-school sites (AFFB program)
2. Summer BreakSpots (in partnership with SCSD)
3. Summer BackPacks (AFFB program)

TIMELINE

The 2014 Campaign against Summer Hunger has four distinct phases. Phase 1 is from January 1, 2014 through March 31, 2014 incorporating a 'quiet' fundraising campaign. Phase 2 is from April 1, 2014 through May 10, 2014 incorporating the public fundraising and awareness campaign. Phase 3 is from May 11, 2014 through August 31, 2014 and that incorporates the planning and program delivery phase. Phase 4 is from September 1, 2014 through November 30, 2014 and incorporates the data analysis, program evaluation and reporting activities related to the CAMPAIGN.

This MOU covers the collaboration between AFFB and SCSD between May 11, 2014 and November 30, 2014.

ROLES AND RESPONSIBILITIES

AFFB agrees to:

- a) Work with SCSD in identifying the AFFB/SCSD Summer BreakSpot feeding sites, in both Sarasota and DeSoto Counties; a final listing will be determined by May 9, 2014.
- b) Finalize with SCSD the times and dates on a weekly calendar for hot meal provision.

- c) Using CAMPAIGN funds, purchase food transport equipment for use during the CAMPAIGN. Such equipment remains the sole property of AFFB.
- d) Using CAMPAIGN funds, provide funding to SCSD for the leasing of four (4) vehicles for the June 9, 2014-August 31, 2014 program period for the delivery of hot meals.
- e) Assist with the delivery and service of hot meals, prepared by SCSD, to locations in DeSoto County.
- f) Develop and implement a system for data collection at all Mobile Distributions and Summer BackPack sites.
- g) Develop and implement an awareness campaign to encourage increased participation at Summer BreakSpot feeding sites, Mobile Distributions and Summer BackPacks.
- h) Conduct volunteer recruitment and provide training, assignment and oversight to AFFB recruited volunteers.
- i) Conduct background checks, as needed, on AFFB-recruited volunteers.
- j) Maintain scheduled weekly communication with the SCSD team.
- k) Develop a formal report of the CAMPAIGN for presentation to investors, partners, and the general public by November 14, 2014.
- l) Begin planning process with SCSD for 2015 Summer BreakSpot component of PROGRAM by December 1, 2014.

SCSD agrees to:

- a) Work with AFFB in identifying the AFFB/SCSD Summer BreakSpot feeding sites, in both Sarasota and DeSoto Counties; a final listing will be determined by May 9, 2014.
- b) Finalize with AFFB the times and dates on a weekly calendar for hot meal provision.
- c) Prepare and process formal agreements with all Summer BreakSpot feeding sites.
- d) Purchase all needed food product for meals to be delivered as part of the PROGRAM.
- e) Be solely responsible for the hot meal preparation and transporting, including all logistics, operations, food preparation, and food safety for locations in Sarasota County.
- f) Be solely responsible for the hot meal preparation for locations in DeSoto County to be transported by AFFB.
- g) Assist in promoting the Summer BreakSpot program through SCSD avenues.
- h) Provide training to all employees and volunteers assigned to Summer BreakSpot feeding sites.
- i) Maintain scheduled weekly communication with the AFFB team.
- j) Provide weekly data on meals served by feeding site via email transmission.
- k) Assist in the development of a formal report as it relates to the Summer BreakSpot component of the PROGRAM.

FUNDING

AFFB agrees to:

- a) A one-time expenditure of CAMPAIGN funds up to a maximum of \$123,000 for the purchase of food service equipment as detailed in Appendix A. Such equipment will remain assets of AFFB and will be used exclusively by SCSD during the CAMPAIGN. Future use of such equipment, both during future CAMPAIGNS and for other purposes, is at the sole discretion of AFFB.
- b) A one-time expenditure of CAMPAIGN funds up to a maximum of \$20,000 for the leasing of four vehicles for the transporting of hot meals during the program period.
- c) Sole responsibility for the employment and/or benefit costs of AFFB employees and/or contractors including workers compensation for the PROGRAM.

- d) Sole responsibility for the insurance costs for implementation of the PROGRAM provided by AFFB employees, AFFB volunteers and AFFB contractors.

SCSD agrees to:

- a) Sole responsibility for the purchase and acquisition of all food product to be used in hot meal preparation for Summer BreakSpot feeding sites.
- b) Sole responsibility for the employment and/or benefit costs of SCSD employees and/or contractors and/or volunteers for the implementation of the Summer BreakSpot component of the PROGRAM.

Other than the funding arrangements as noted above, there will be no funds exchanged nor are there any expectations of additional funds for either AFFB and/or SDSC.

CONFIDENTIALITY

Recognizing that SCSD is a public entity and is required by law to be fully transparent, both AFFB and SCSD agree to respect client confidentiality regarding any data collected from those receiving services during the CAMPAIGN, as permitted by law.

INTELLECTUAL PROPERTY RIGHTS

Subject to any third party rights in licensed elements, AFFB shall be the sole owner of all rights in and to materials developed and produced by SCSD on AFFB's behalf. All data, writings, materials, inventions and discoveries made and/or developed, alone or together with others, as a result of work with AFFB will be the sole and exclusive property of AFFB. Publishing of any results of the 2014 CAMPAIGN shall appropriately cite and recognize the partnership between SCSD and AFFB in the provision of food to school children and their families.

LIMITATIONS OF LIABILITIES

In no event shall either party have any liability for special, incidental or consequential (including loss of profits or business opportunity) damages to the other party, or any party claiming through the other party and any claims are hereby expressly waived by the other party, whether based on contract, tort, or otherwise.

Absent gross negligence or willful misconduct, each party's maximum liability to the other party as a result of or arising out of the services described shall not exceed the aggregate amount of fees paid plus any costs and expenses which are otherwise expressly provided for under the terms of this agreement.

FORCE MAJEURE

Both parties shall not be liable for any delay or failure to carry out this agreement due to any cause beyond its control, including labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures, or mechanical or electronic breakdowns.

WARRANTY

The School Board of Sarasota County, Florida has the full and unrestricted right to enter into and perform the services as defined and that Food and Nutrition Services department's performance shall be in full compliance with any applicable laws and regulations, and that no part of their collective work infringes the copyright, patent, trademark, trade secret or other proprietary rights of any third party.

MODIFICATIONS TO THIS MOU

This MOU may be modified with supplemental written agreements signed by both parties and such addenda will be incorporated into this MOU, subject to the same terms and expectations.

TERMINATION

This agreement will continue in full force and effect from June 9, 2014 until November 30, 2014 or until terminated by thirty (30) days prior written notice given by either party to the other. The rights, duties and responsibilities of AFFB and SCSD should remain in full force during the notice period.

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SIGNATURES

By signing below, AFFB and SCSD agree to abide by the terms and expectations of this MOU through the period of June 9, 2014 and November 30, 2014.

The School Board of Sarasota County, FL

All Faiths Food Bank, Inc.

Name

Title

Sandra Frank, JD

Chief Executive Officer, AFFB

Date

Date

Approved for Legal Content
May 29, 2014, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH