



**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 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 2018 CAMPAIGN period.

BACKGROUND OF THE CAMPAIGN AGAINST SUMMER HUNGER

The CAMPAIGN has defined the following desired outcomes:

1. Raise over \$1 million in funds and receive 800,000 pounds of donated food during the CAMPAIGN.
2. Using those funds and food, reduce summer hunger by providing food to a minimum of 30,000 children during the period of May 15, 2018 through August 31, 2018 ('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 (implemented by SCSD)
3. Summer BackPacks (AFFB program)
4. School Pantries (AFFB program)
5. Partner Agency Distributions (AFFB program)
6. Snack Program (AFFB program)

TIMELINE

The 2018 CAMPAIGN has four distinct phases. Phase 1 is from January 1, 2018 through March 29, 2018 incorporating a 'quiet' fundraising campaign. Phase 2 is from March 31, 2018 through May 14, 2018 incorporating the public fundraising and awareness campaign. Phase 3 is from May 1, 2018 through August 31, 2018 and that incorporates the planning and program delivery phase. Phase 4 is from September 1, 2018 through November 30, 2018 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 1, 2018 and November 30, 2018.

ROLES AND RESPONSIBILITIES

AFFB agrees to:

- a. Using CAMPAIGN funds, purchase any replacement or additional food transport equipment for use during the CAMPAIGN. Such equipment remains the sole property of AFFB.
- b. Using CAMPAIGN funds, provide funding to SCSD for the leasing of four (4) vehicles for the June 1, 2018-August 31, 2018 program period for the delivery of hot meals.
- c. Using CAMPAIGN funds, provide funding for SCSD for adult meals in selected locations at the rate of \$3.50 per meal.
- d. Assist with food transport equipment delivery and pick-up at the food production sites.
- e. Develop and implement a system for data collection at all Mobile Distributions, School Pantries, Partner Agencies, Snack Program and Summer Backpack sites.
- f. Develop and implement an awareness campaign to encourage increased participation at Summer BreakSpot feeding sites, Mobile Distributions, School Pantries, Partner Agencies and Summer Backpacks.
- g. Conduct volunteer recruitment and provide training, assignment and oversight to AFFB recruited volunteers.
- h. Conduct background checks, as needed, on AFFB-recruited volunteers.
- i. Maintain regular communication with the SCSD team.
- j. Develop a formal report of the CAMPAIGN for presentation to investors, partners, and the general public by November 30, 2018.
- k. Begin planning process with SCSD for 2019 Summer BreakSpot component of PROGRAM by December 1, 2018.

SCSD agrees to:

- a. Provide AFFB a full list of Summer BreakSpot feeding sites and schedules by April 9, 2018. Additional sites may be added as requested.
- b. Prepare and process formal agreements with all Summer BreakSpot feeding sites in Sarasota County.
- c. Create all summer menus and purchase all needed food product for meals to be delivered as part of the PROGRAM.
- d. Be solely responsible for the hot meal preparation and transporting, including all logistics, operations, food preparation, and food safety for locations in Sarasota County.
- e. Provide AFFB with an accurate count and invoice for all meals provided to adults at no charge in selected locations.
- f. Assist in promoting the Summer BreakSpot program through SCSD avenues.
- g. Provide training to all employees and volunteers assigned to Summer BreakSpot feeding sites.
- h. Maintain regular communication with the AFFB team.
- i. Provide weekly data on meals served by feeding site via email transmission.
- j. 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 \$20,000 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. An expenditure of CAMPAIGN funds, up to a maximum of \$23,000, for adult meals at selected sites at the rate of \$3.50 per meal.
- d. Sole responsibility for the employment and/or benefit costs of AFFB employees and/or contractors.
- e. 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.
- c. Leasing of four vehicles for the transporting of hot meals during the program period to be driven exclusively by SCSD employees or contractors, with funds provided by AFFB.
- d. Provide meals at no charge to adults at selected locations with funds provided by AFFB.

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 2018 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 May 1, 2018 until November 30, 2018 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 agreed to abide by the terms and expectations of this MOU through the period of May 1, 2018 and November 30, 2018.

The School Board of Sarasota County, FL

All Faiths Food Bank, Inc.

Bridget Ziegler
Chair

Sandra Frank, JD
Chief Executive Officer, AFFB

Date

Date

Approved for Legal Content
April 4, 2018, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH