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*State of New Mexico*  
**ENVIRONMENT DEPARTMENT**

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**RON CURRY**  
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Deputy Secretary

**CARLOS ROMERO**  
EHD Director

October 8, 2010

Gadsden Independent School District  
Demetrious Giovas  
PO Box 70  
Anthony, NM 88021

Dear Mr. Giovas:

I was recently contacted by General Counsel for the NM Department of Aging and Long Term Services Ana Marie Ortiz. Ms. Ortiz asked if I could foresee any food safety concerns regarding the School District's interest in giving unused or excess produce (fruits and vegetables) from its four elementary school kitchens to the Anthony Senior Center located at 875 North Main Street in Anthony, NM. I discussed the question with our District 3 Food Safety Specialist, Marci Nevarez and we agreed that this would present no food safety concern subject to the following limitations:

1. The produce being provided by the schools should be intact, uncooked, unpeeled, whole fruits/vegetables in good condition.
2. Anthony Senior Center kitchen staff should be sure to rinse the produce with fresh, clean water (no sanitizer necessary) before serving or further processing.

Please call if you have any other questions or if I can be of further assistance.

Sincerely,

Frank Fiore, District 3 Manager, Environmental Health Division

cc: Cynthia Nava, GISD Superintendent  
Ana Marie Ortiz, General Counsel, Dept. of Aging and Long Term Services  
Lynne Anker-Unnever, Director, Aging Network Division  
Marci Nevarez, District 3 Food Safety Specialist

## **MEMORANDUM OF AGREEMENT**

Between the Gadsden School District and the SER Senior Services

This **MEMORANDUM OF AGREEMENT** (MOA) is made by and between the Gadsden Independent School District (GSD) and the Senior Services Program for Anthony Senior Center of Dona Ana County (SER).

**WHEREAS**, GSD and SER are empowered to enter into MOAs; and

**WHEREAS**, GSD has elementary schools that, at times, receive fruits and vegetables (produce) that go unused or left over after serving lunch. These elementary schools include Anthony, Loma Linda, Gadsden, and Berino;

**WHEREAS**, GSD would like to ensure that unused fruits or vegetables in the four GSD elementary schools does not go to waste;

**WHEREAS**, within the GSD, SER operates the Anthony Senior Center where seniors are in need of nutritious food, are predominantly low income and are able to use the left over produce that the four GSD elementary schools do not use.

**WHEREAS**, both GSD has the authority to give unused fruit to the Anthony Senior Center;

**WHEREAS**, the New Mexico Environment Department has approved the transfer of fruits and vegetables from GSD to SER as long as the produce remains intact, uncooked, unpeeled and are whole fruits or vegetables in good condition and such approval is attached and incorporated herein;

**WHEREAS**, the Parties to this MOA have agreed to a process and procedure for the delivery and pickup of any unused produce from the GSD elementary schools as set forth below:

**NOW, THEREFORE**, the parties mutually agree as follows:

### **A. Purpose**

The purpose of this MOA is to formalize a cooperative agreement between GSD and SER regarding the transfer of unused produce (fruits and vegetables) from GSD's four elementary schools to the SER Anthony Senior Center. This agreement sets forth the working arrangement and procedures between GSD and SER for the redistribution of uneaten and unused produce fruit from the four elementary schools in the GSD.

### **B. Background**

GSD serves lunch to its students at its four elementary schools that include Anthony, Loma Linda, Gadsden and Berino Elementary Schools. Oftentimes there is produce left over from the four elementary schools in question that has to be thrown away. Unused food can be given to the Anthony Senior Center that is run by SER Senior Services of Dona Ana County so that it does not go to waste and is used to the benefit of low income seniors.

### **C. Procedural Scope of Agreement**

Any produce that is left over from serving lunch at any or all of the four elementary schools in the GSD can be picked up daily by the designated SER staff or volunteers. The SER staff or volunteer will call the schools daily between 12-12:30 p.m. to see if the pick of any produce would be worth the trip. If not, any produce could be saved for the next day pick up. SER has designated its Senior Services Assistant Director, Miguel Martinez, to coordinate this produce pick up from GSD. SER will ensure that the fruit that is taken from SER is used at its Anthony Senior Center or given to those seniors who desire to take a designated amount of such produce home to eat. SER will also rinse any fruit before serving or providing it to seniors to take and eat at home.

### **D. Strict Accountability**

SER will provide the name of the person(s) who will pick up the fruit at each elementary school to each of the elementary schools so that the respective school will know who will be coming to its campus.

### **E. Records**

The parties can maintain their own records of pickup and delivery of any produce.

### **F. Amendments**

Any and all amendments, changes, and/or modifications to this MOA shall be made in writing, signed and dated by both parties before becoming effective. Neither GSD or SER are obligated to perform tasks related to any changes and/or modifications not approved in writing by both parties.

### **G. Liability**

Each Party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own negligence or violations or alleged violations or negligence in performing this MOA. GSD will not be responsible for any action occurring after SER picks up the fruit. Each party shall be liable for its own actions resulting from the performance or distribution of this MOA.

### **H. Terms**

This MOA shall become effective upon signature of the Superintendent of GSD and the Director of SER and it will continue unless otherwise terminated by either party at any time.

**IN WITNESS WHEREOF**, GSD and SER do hereby execute the Memorandum of Agreement as of the date below

Gadsden Independent School District Superintendent

BY: \_\_\_\_\_

Date: \_\_\_\_\_

SER Senior Service Director

BY: \_\_\_\_\_

Date: \_\_\_\_\_