



FY24 MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is made between the Capital Area Food Bank (hereafter referred to as CAFB) and Partners (hosting agencies, Site Coordinator(s), and others essentially involved, hereafter referred to as Site Partner) in the establishment and continuance of the Mobile Market Program. This agreement is made with the Site Partner who will coordinate Mobile Market distributions from July 1, 2023 – June 30, 2024.

RELATIONSHIPS AND RESPONSIBILITIES

CAFB will work in collaboration with local entities (i.e., partner agencies, community organizations, faith-based organizations, educational institutions, and government offices/departments) in communities identified as food insecure.

Capital Area Food Bank

CAFB will deliver fresh produce and any other available goods, offer annual training for Site Partners, and, when possible, provide other resources that may be useful to the community.

Site Monitoring

The site will be monitored by authorized CAFB staff on a regular basis. *Visits from CAFB personnel may be announced or unannounced.*

Site Partner

The Site Coordinator and other key contacts must be readily available by email and phone; the Site Partner must inform the CAFB Mobile Market Coordinator of any changes in information regarding the distribution site or personnel. The Site Partner is responsible for receiving food deliveries, coordinating market set-up, distribution, and clean-up, recruiting and training volunteers, market promotion, data submission, and attending annual Mobile Market Recertification Training.

Non-discriminatory Pledge

The Site Partner will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, gender identity, unfavorable discharge from the military, or status as a protected veteran.

DISTRIBUTIONS

The Site Partner shall assume responsibility for the orderly distribution of food.

Frequency

The frequency of the Mobile Market will be mutually agreed upon by CAFB and the Site Partner. As CAFB expands the Mobile Market program and evaluates needs in its service area, it may be appropriate to adjust the frequency (more or less), and arrangements will be made with the Site Partner. In areas where need is less severe or where the Mobile Market has attained a certain level of met need, the frequency of the Mobile Market may be adjusted.

People Served

The number of families to be served will be adjusted as community need indicates and agreed upon by the CAFB Mobile Market Coordinator and Site Partner. The target average number of families served for each Mobile Market distribution is 100.

Safety

The Site Partner is responsible for ensuring that Mobile Market volunteers and attendees remain a safe distance from the CAFB truck at all times. The Site Partner and volunteers are responsible for their own safety while conducting the Mobile Market. Volunteers will be needed to handle food items, which could include taking food from cases and unpacking it onto tables, bagging food items for distribution, breaking down cardboard cases, and separating trash.

Food Safety

The Site Partner affirms the safe and proper handling of the product, which conforms to all local, state, and federal regulations. All Mobile Market distributions will have at least one coordinator onsite and in attendance who has received ServSafe for Food Banks or ServSafe Food Handler food safety training.

Gleaning

Please be aware that due to the fresh nature of the produce provided, some spoilage is to be expected. Please contact the CAFB Mobile Market Coordinator only to report *more than 10%* spoilage in any item delivered (with photos if possible).

Food for Non-attendees

Mobile Market attendees are discouraged from picking up food for others. The Site Partner agrees to inform attendees who request to pick up food for someone who could not attend the market that it is not encouraged and that once food items leave the market CAFB and the Site Partner are not responsible for what happens to the items.

Food for Volunteers

The Site Partner is responsible for training all volunteers and monitoring volunteers throughout the distribution to ensure policy compliance including, but not limited to:

- Prohibiting the consumption of food delivered to site during the distribution.
- Informing volunteers that they are *not* to benefit from the Mobile Market distribution unless they have been approved as recipients by the Site Partner. If volunteers are also recipients, they should receive the same items and the same amounts of each item as all other recipients to ensure fair and equitable distribution practices.
- Ensuring that volunteers do not receive preferential treatment for receiving food. Volunteers must agree to wait until the end of the distribution before being served.

Undistributed Food

The Site Partner agrees to inform the CAFB Mobile Market Coordinator if the amount of food sent to the site exceeds the number of families served so that adjustments can be made. At the conclusion of each Mobile Market distribution, when all recipients have been served equitably, any remaining food items must be given to a CAFB Partner in good standing. Due to IRS regulations, remaining food items cannot be given to groups, agencies, or organizations who are not current CAFB Partners.

Clean-up

The Site Partner agrees to leave premises in clean and appropriate condition. Volunteers should be available to assist with clean-up both during and after the distribution. The site must have appropriate trash receptacles to dispose of unusable products.

Pallets

The site should dispose of pallets or store them neatly and safely until the next distribution. When storing pallets, the Site Partner is responsible for ensuring that the pallets are stacked in a safe and accessible location for the driver to pick up. If pallet pickup is necessary, the Site Partner must communicate with the driver or CAFB Mobile Market Coordinator.

Cancellations

The Site Partner has the authority to cancel a distribution or discontinue a Mobile Market if circumstances that would jeopardize the integrity or orderliness of the Mobile Market arise. The Site Partner must inform the CAFB Mobile Market Coordinator of any cancellation or discontinuation at least *one week prior* to the next scheduled delivery.

Inclement Weather

The Site Partner shall have primary responsibility in deciding when weather will prohibit distribution on the given day and time. Factors that may influence such decisions include, but are not limited to, site safety, accessibility, and availability of volunteers. If the Food Bank is open, CAFB will assume the Mobile Market will operate unless notified by the Site Partner. This notification should happen *as early as possible*. The Site Partner can make arrangements for an alternate (or indoor) location to avoid the possibility of cancellation. If alternate arrangements are made, this should be communicated with the CAFB Mobile Market Coordinator as soon as possible.

If CAFB is closed due to inclement weather, Mobile Markets will be cancelled. If able, CAFB will notify the Site Partner of the closure as soon as a decision is made. This information will also be available on the CAFB website and on the main phone line (202)644-9800. CAFB cannot guarantee a postponement or rescheduling of the Mobile Market due to overall scheduling and availability of staff and drivers.

DATA COLLECTION AND SUBMISSION

The Site Partner will assume the responsibility of providing CAFB with accurate records of the number of families served at the Mobile Market within 5 business days of the distribution. The Site Partner is required to submit data after each distribution. Data will be submitted online by the Site Partner via KeySurvey. If the Site Partner has internet access issues, it is the responsibility of the Site Partner to discuss alternative ways to submit the data with the CAFB Mobile Market Coordinator. Failure to meet data submission requirements will result in a warning from the CAFB Mobile Market Coordinator.

POLICIES AND PROCEDURES

The Partner Site agrees to abide by all CAFB policies and procedures.

Policy Violations

CAFB reserves the right to suspend or terminate operations of Mobile Markets based on policy violations including, but not limited to, lack of order witnessed at site, distribution abuses unaddressed by site, or delinquent data reporting. Additionally, selling or exchanging food bank items for money, services, or fundraising purposes (i.e., flea markets, yard sales, food sales) is strictly prohibited. CAFB will discuss any such relevant matters with the Site Partner in a timely manner prior to any suspension and will work diligently with the Site Partner on any necessary corrective actions.

Suspension

Use of food bank items for unauthorized purposes will result in suspension. Failure to rectify data submission issues after a warning will result in suspension.

Termination

Continued use of food bank items for unauthorized purposes after a suspension will result in termination. Failure to rectify data submission issues after a suspension will result in termination of the Mobile Market program.

CONTACT INFORMATION

Site Coordinator

Name: _____

Email Address: _____

Phone Number: _____

Alternate Contact

Name: _____

Email Address: _____

Phone Number: _____

Site Information

Site Partner (organization) Name: _____

Delivery Site Name: _____

Delivery Site Address: _____

Regular Delivery Date (i.e., 1st Monday of each month): _____

Regular Delivery Window (2-hour time period): _____

Regular Distribution Date (i.e., 1st Monday of each month): _____

Regular Distribution Window (time period of distribution): _____

CAFB Partner to receive undistributed food: _____

STATEMENT OF AGREEMENT

This MOU is agreed upon as written with the following provisions: any party may withdraw from this MOU at any time with written notice; this MOU may be modified and amended with written agreement of the signed parties. Dates effective: 07/01/2023 - 06/30/2024.

Site Coordinator Name

Site Coordinator Signature

Date: _____

CAFB Community-Based Programs Manager

Date: _____

CAFB Direct Distributions Program Director

Date: _____