



## **DIRECT DISTRIBUTIONS**

### **2022 MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is made between the Capital Area Food Bank (hereafter referred to as CAFB) and established partners (site coordinator(s), hosting agencies, and others essentially involved) in the establishment and continuance of the **Mobile Market Program**. This agreement is made with **City of Hyattsville** who will coordinate the Mobile Market located at **3911 Hamilton Street, Hyattsville, MD, 20781 (Driskell Community Park)**. The CAFB will work in collaboration with local entities (partner agencies, schools, community centers or churches, and government offices/departments) in areas/communities identified as food insecure.

The Site Partner agrees to take responsibility for providing the primary requirements listed on the attached Mobile Market Program Agreement.

#### **DISTRIBUTION**

Site Partner shall assume responsibility for an orderly distribution of food. This will include:

- 1) Site Coordinator and other key contacts readily available by email and phone; the site coordinator must inform CAFB of any changes regarding the distribution site or personnel.
- 2) Volunteers who can manage the flow of the operation.

#### **DATES OF MONTHLY DISTRIBUTIONS**

Your site's scheduled day of distribution is the **Third Tuesday** of each month. Please follow the cancellation policy and/or reschedule with your Coordinator at CAFB should you need to adjust

#### **NON-DISCRIMINATORY PLEDGE**

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, including gender identity, unfavorable discharge from the military or status as a protected veteran

#### **SAFE FOOD HANDLING**

Site Partner affirms to the safe and proper handling of the Product, which conforms to all local, state and federal regulations.

#### **FREQUENCY**

The frequency of the distribution will be mutually agreed upon by CAFB and the Site Partner based on programmatic goals and community need.

#### **INCLEMENT WEATHER**

The Site Partner shall have primary responsibility in deciding when weather will prohibit distribution on the given day and time. Site safety, accessibility, and availability of volunteers may influence the decision. If the Food Bank is open, CAFB will assume all distributions will operate unless notified by site coordinator. This notification should happen as early as possible. The Site Partner can make arrangements for an alternate (or indoor) location to avoid possibility of cancellation. Any alternate

arrangements should be communicated with CAFB staff as soon as possible.

If CAFB is closed due to inclement weather, all distributions will be cancelled. If able, CAFB will notify the site coordinator as soon as a decision is made of organizational closure. This information will also be available on the Food Bank's website and on the main phone line (202-644-9800). The Food Bank cannot guarantee a re-scheduling of the distribution due to overall scheduling and availability of staff and drivers.

### **CANCELLATIONS**

The Site Partner has the authority to cancel or suspend a distribution if there are factors that would jeopardize the integrity or orderliness of the distribution. The site coordinator must inform CAFB of any cancellation at least one week prior to the scheduled delivery.

### **UNDISTRIBUTED FOOD**

Site coordinator agrees to inform the CAFB Coordinator if the amount of food sent to the site exceeds the number of clients served so that adjustments can be made.

At the conclusion of each distribution, when all recipients have been served equally, all remaining food items may be given to other sites as long as they are previously approved by CAFB. Due to IRS regulations, remaining food items cannot be given to groups, agencies or partners who CAFB has not approved.

*There will NOT be a 'mass distribution' of all remaining food items to families who remain on the premises for leftovers, as this practice could result in situations encouraging abuse or compromising standards and procedures the Food Bank expects of all of its own pantries.*

### **RECIPIENTS GETTING FOOD FOR NON-ATTENDEES**

Recipients are discouraged from picking up food for others. Site coordinators agree to inform any recipients that requests to pick up food for someone who could not attend the market is not encouraged and that once the food items leaves the market CAFB is not responsible for what happens to the received food items.

### **VOLUNTEERS BEING SERVED**

The site coordinator is responsible for training volunteers to ensure policy compliance and monitoring volunteers throughout the distribution, including:

- a. Prohibiting the consumption of food delivered to site during the distribution by the volunteers
- b. Ensuring that volunteers do not receive preferential treatment when receiving food

Volunteers are NOT to benefit from the distribution UNLESS they have been approved as eligible recipients by the site coordinator. If volunteers are also recipients, they should receive the same items and the same amounts of each item as all other recipients to assure fair and equitable distribution practices. Volunteers must agree to wait until the end of the distribution before being served.

### **SAFETY**

Site Coordinator and volunteers are responsible for ensuring that clients remain a safe distance from the CAFB truck at all times. Site partner, coordinators and volunteers are responsible for their own safety while conducting the distribution. Volunteers will be needed to unload food items from truck, which could include taking food from cases and unpacking it onto the tables, breaking down cardboard

cases and separating trash.

### **CLEAN UP**

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

The site should store pallets neatly and safely until the next distribution. When storing pallets, the site coordinator is responsible for ensuring that the pallets are stacked in a safe and accessible location for the driver to pick up. The site coordinator must communicate with the driver when pallets should be picked up.

### **DATA COLLECTION AND SITE MONITORING**

#### **NUMBER TO SERVE CONFIRMATION AND ADJUSTMENT**

The number of households planned to be served (and prepared for) will be adjusted as need indicates and agreed upon by CAFB Coordinator and Site Coordinator. The minimum number served is targeted for at least 100 households

#### **RECORD-KEEPING & DATA COLLECTION**

The Site Partner will assume the responsibility of providing the CAFB with accurate records of the number of households served at each distribution within one week (5 business days) of the distribution. Failure to submit distribution data within the agreed upon timeframe may lead to temporary suspension.

#### **SITE MONITORING**

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

### **POLICIES AND PROCEDURES**

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

#### **TERMINABLE POLICY VIOLATIONS**

Selling or exchanging food bank items for money or services or using food bank items for fundraising (flea markets, yard sales, food sales) purposes is prohibited. Food bank items will not be used for other agency purposes. Sites which use food bank items for unauthorized purposes will be suspended and/or terminated.

The CAFB reserves the right to cancel or suspend distributions based on lack of order witnessed at site, distribution abuses unaddressed by site, or delinquent reporting. The CAFB will discuss any such relevant matters with sites in a timely manner prior to any suspension or cancelation and will work diligently with sites on corrective actions when necessary.

#### **CAFB Will:**

- Deliver fresh produce and non-perishable items
- Provide annual trainings for site coordinators
- Offer resources that may be useful to the community

### **SITE REQUIREMENTS**

1. Site Coordinator with a working cell phone and email address who is available to be on site for the entire distribution window.

**Please provide Site Coordinator contact info:**

- a. Name:
- b. Contact Number:
- c. e-mail address:
2. Contact will be responsible for (please initial):
  - \_\_\_\_\_ Receiving food deliveries
  - \_\_\_\_\_ Coordinating Market Set Up
  - \_\_\_\_\_ Recruiting Volunteers
  - \_\_\_\_\_ Market Promotion
  - \_\_\_\_\_ Sending in Market Report
  - \_\_\_\_\_ Attending Yearly Mobile Market Recertification Training
3. A secondary contact with a working cell phone and e-mail address and capacity to lead the distribution in the Site Coordinator's absence
 

**Please provide secondary Site Coordinator contact info:**

  - a. Name:
  - b. Contact Number:
  - c. e-mail address:
4. Contact will be responsible for (please initial):
  - \_\_\_\_\_ Receiving food deliveries
  - \_\_\_\_\_ Coordinating Market Set Up
  - \_\_\_\_\_ Recruiting Volunteers
  - \_\_\_\_\_ Market Promotion
  - \_\_\_\_\_ Sending in Market Report
  - \_\_\_\_\_ Attending Yearly Mobile Market Recertification Training
5. Where will you distribute any potential leftovers to (needs to be a partner affiliated with CAFB):  
\_\_\_\_\_
6. Eight to ten volunteers who can lift up to 50 pounds (1-2 volunteers per pallet and 2 volunteers for general operations)
7. Appropriate trash receptacles to dispose of unusable products
8. Unrestricted access to the distribution site
9. Space to accommodate the food bank truck for food delivery, a client waiting area, debris collection point, and area to stack leftover pallets.
10. Access to internet and email to submit data reports and have other correspondence.
11. Use of 4 to 10 tables for food placement during distribution (6ft or longer).
12. Means of acquiring box cutters, trash bags, gloves, a clipboard and client numbers/tickets, if applicable.
13. Parking lot or street parking for client vehicles

**STATEMENT OF AGREEMENT**

This MOU is agreed upon as written with the following provisions: that any party may withdraw from this MOU at any time with written notice; that this MOU may be modified and amended by written agreement of the signed parties.

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Site Name

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Site Address

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City State Zip Code

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Site Coordinator Name

\_\_\_\_\_ Date: \_\_\_\_\_  
Site Coordinator Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
CAFB Director of Food Access Programs

\_\_\_\_\_ Date: \_\_\_\_\_  
CAFB Manager of Direct Distribution Programs Signature