



## Memorandum of Understanding

### **Fresh Food Distribution 2024**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the South Michigan Food Bank (SMFB) and the Fresh Food Distribution (FFD) Agency regarding the proper distribution of FFD products. By signing this MOU, both parties acknowledge their respective duties and responsibilities related to Fresh Food Distributions

#### **Purpose**

This MOU outlines the responsibilities of the SMFB and the FFD Agency as they relate to the operation and distribution of FFD products. The SMFB will deliver food as arranged between the SMFB and the FFD Agency. The FFD Agency will distribute food adhering to SMFB and Agency standards which are outlined in this MOU.

#### **Duration**

This partnership is in effect for one full year. It is expected the FFD Agency will serve at least once a month or bi-monthly. This MOU shall become effective immediately upon signature by the authorized officials from the SMFB and the FFD Agency and will remain in effect until December 31, 2024. The MOU must be reestablished each year no later than January 31st.

Upon the expiration of the current MOU, a newly signed MOU will be required to continue the distribution of FFD product. Any FFD Agency found to not adhere to any of the regulations set forth may have their FFD Agency designation revoked. If at any time, the FFD Agency wishes to terminate its partnership with the SMFB, it is free to do so in writing at least 30 days ahead of the termination date.

## FFD Distribution Standards

The below standards must be always met by the FFD Partner. For questions relating to these standards, please contact the SMFB Contact listed on this MOU.

1. All products must be distributed to registered clients without compensation in any way (this includes financial, volunteer, in kind, or other such compensation).
2. All products delivered by the SMFB must be received by the FFD Agency. The FFD Agency must be at the agreed-upon site at the agreed-upon time. If in rare cases the delivered product does not meet quality standards, contact the Community Impact Coordinator (CIC) for your area (listed below). If product does not meet quality standards, take a picture of said product and send it to the Community Impact Coordinator contact for your area.
3. a) All clients receiving food during an FFD distribution must complete the Liability Release Forms (also known as the sign-in sheet or TEFAP form) as accurately as possible. All **client registration forms must be forwarded to [agency@smfoodbank.org](mailto:agency@smfoodbank.org) within 3 business days of the distribution.** They also may be mailed to: 5451 Wayne Road, Battle Creek, MI 49037. All forms must be filled out according to United States Department of Agriculture (USDA) standard using the most recent version available.  
b) All agencies that are signed up with Mob Comm, **must continue to use Mob Comm unless otherwise directed by SMFB Community Impact Coordinator or SMFB Director of Agency Relations.**
4. All volunteers must complete and have on file with the FFD Agency annual Civil Rights Training. The Civil Rights Training must be kept on file for the current year and the following three (3) years.
5. At least one representative must receive formal food safety training, such as ServSafe Food Handler for Food Banking, the National Restaurant Association, or an equivalent training.
6. All distributions must begin at the prescheduled time, **not before.**
7. Unless otherwise arranged, it is the responsibility of the FFD Agency to provide necessary supplies and equipment, including (but not limited to) adequate space for distribution, copies of registration paperwork, an adequate number of trained volunteers, and any other needed supplies to ensure a safe and timely distribution.
8. Unless otherwise arranged, it is South Michigan Food Bank's responsibility to pick up pallets, and other containers associated with the FFD distribution. **All pallets must be on a cleared, paved area. SMFB will not pick up skids that are on grass or gravel and that are covered with snow or debris.** It is the site's responsibility to properly dispose of all boxes, plastic wrap, and other items from the distribution site.
9. Any client wishing to volunteer at a distribution may do so; however, **volunteers may not set aside product for their use, nor can they receive any other preferential treatment.**

10. Any product left over at the conclusion of a distribution may only be given to a SMFB Agency; however, this must be arranged prior to the distribution start. SMFB **will not** return to pick up any left-over product.
11. All SMFB FFD Agency distributions are open to any and all in need and must not discriminate against any person or persons declaring to be in need.
12. If your organization has more than one program with SMFB, you may not use other the other programs to order extra products. FFD Agencies may request to have meat, bakery items, and/or milk included in their distributions, **if available**. There may or may not be a charge depending on the source of the product by the SMFB.
13. Any Fresh Food Distribution Agency that uses Mob Comm, must turn in both the tablet and the charging cord to SMFB if they discontinue their FFD.

**The SMFB will:**

1. Provide guidance on best practices for running a FFD program
2. Will provide product recall information.
3. Bring the agreed upon amount of product.
4. Ensure timely delivery of product (except for unforeseen issues such as weather, accidents, etc.).

**The Community Impact Coordinators:**

- o Jamie Pancost Calhoun/Branch [jamie@smfoodbank.org](mailto:jamie@smfoodbank.org)
- o Michelle Boudreau Barry/Kalamazoo/St. Joe [michelle@smfoodbank.org](mailto:michelle@smfoodbank.org)
- o Heather Pearce Hillsdale/Lenawee/Jackson [heather@smfoodbank.org](mailto:heather@smfoodbank.org)



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**Fresh Food Distribution (FFD) Partner Agency**

Agency Name: \_\_\_\_\_

Agency Number: \_\_\_\_\_

Address:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

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