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CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Approval of Memorandum of Agreement Between DMARC and WDM Human Services

DATE: November 30, 2015

FINANCIAL IMPACT: N/A

BACKGROUND:
DMARC is requesting all Food Pantry sites enter into the attached agreement. The memorandum sets for mutual understandings of the signatories to the Agreement regarding their respective obligations and responsibilities as set forth in the Agreement. The signatories to this agreement are the Des Moines Area Religious Council (DMARC) and WDM Human Services. WDM Human Services is a DMARC Food Pantry Site. DMARC seeks to provide food and other support to the WDM Food Pantry Site consistent with its operational guidelines and requirements for pantry sites participating in the DMARC Food Pantry Network.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

City Council approve the attached Memorandum of Agreement.

Lead Staff Member: Stephanie Corbett, Program Outreach Assistant

STAFF REVIEWS

Department Director	Althea Holcomb
Appropriations/Finance	
Legal	
Agenda Acceptance	RTJ

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	Split

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Memorandum of Agreement Between
Des Moines Area Religious Council
and
West Des Moines Human Services

This Memorandum of Agreement ("Agreement") sets forth mutual understandings of the signatories to the Agreement regarding their respective obligations and responsibilities as set forth in the Agreement. The signatories to this Agreement are the Des Moines Area Religious Council ("DMARC") and West Des Moines Human Services. West Des Moines Human Services seeks to become a DMARC Food Pantry site. DMARC seeks to provide food and other support to the West Des Moines Human Services Food Pantry Site consistent with its operational guidelines and requirements for pantry sites participating in the DMARC Food Pantry Network.

West Des Moines Human Services agrees with DMARC to provide and maintain the physical site and to meet DMARC's terms and obligations set forth in this Agreement with respect to serving as the site for the West Des Moines Human Services Food Pantry, receiving and distributing food, data entry, and other operational purposes.

"Your Pantry Site" in this Agreement means the West Des Moines Human Services Food Pantry.

The term of this Agreement shall be one year effective as of the date of the last signature to this Agreement. Upon signature, DMARC and West Des Moines Human Services shall mutually agree to a "start" date for the West Des Moines Human Services Food Pantry.

DMARC agrees to:

- Provide food at no cost to Your Pantry Site and will schedule regular ordering, delivery, and pick-up times on a pre-determined weekly schedule.
- Support Your Pantry Site in understanding its responsibilities under this Agreement.
- Meet other obligations set forth in this Agreement.

West Des Moines Human Services agrees to assure that the West Des Moines Human Services Food Pantry site meets the following "Pantry Site Facility Requirements" for a DMARC Food Pantry:

Pantry Site Facility Requirements

- Your Pantry Site shall be located near public transportation access points unless these are not available in your community/neighborhood.
- Your Pantry Site shall be located at least two miles from other existing DMARC Food Pantry sites, unless deemed an asset to the Food Pantry Network as determined by DMARC.
- Your Pantry Site shall provide sufficient parking for both private and food delivery vehicles. The exact number of such spaces will depend on the volume of traffic to Your Pantry Site, but should be sufficient to provide parking for each two employees/volunteers plus one space for each two clients plus space for delivery vehicles.
- Your Pantry Site shall be handicapped-accessible, which may take the form of ramp access, an accessible elevator, or other special accommodations as approved by DMARC
- Your Pantry Site shall provide a clean, safe, inviting and welcoming appearance.
- Your Pantry Site shall have adequately separated areas for food storage, work space, client waiting, and private client interviews.
- Your Pantry Site shall keep all food 6"off the floors and away from walls.
- Your Pantry Site shall provide internet access for purposes of communication, food ordering, and database management.
- Your Pantry Site shall be open a minimum of three days each week for a total of at least ten hours per week.
- Your Pantry Site shall serve at least 20 families/week within one year of opening in order to remain a DMARC pantry site.
- Your Pantry Site shall provide a freezer and a refrigerator solely for pantry use.

DMARC agrees to certify by letter or other writing an initial determination that the Food Pantry meets these requirements as soon as possible after signing this Agreement and prior to operation of the West Des Moines Human Services Food Pantry.

Your Pantry Site agrees to a three-month probationary period at the beginning of its relationship with the DMARC Food Pantry Network. If, at the end of this probationary period, Your Pantry Site has continued to meet all the requirements outlined in this MOU, DMARC agrees to certify by letter or other writing that the Food Pantry meets all requirements for ongoing certification as a part of the Pantry Network. This certification does not limit DMARC's termination rights as otherwise set forth in this document.

West Des Moines Human Services agrees to assure that the West Des Moines Human Services Food Pantry site meets the following "Pantry Site Food Distribution Requirements" for a DMARC Food Pantry:

<u>Pantry Site Food Distribution Requirements</u>

- All food products received from DMARC will be duly inspected by Your Pantry Site upon delivery and will be determined to be fit for human consumption.
- Your Pantry Site shall be responsible for picking up its orders from the DMARC warehouse or making predetermined arrangements for another party to do so. DMARC will deliver on an EMERGENCY basis only for a predetermined fee, which the pantry will agree to pay on a timely basis. DMARC will be responsible for delivery of fresh produce.
- All products received from DMARC will be distributed to consumers by Your Pantry Site prior to expiration dates and shall be stored in such a way as to safeguard quality. Recently expired shelf-stable food may be distributed to consumers as long as consumers are alerted to this in some way (e.g., being distributed under a sign that says "as is or Out of Date.")
- All pantry staff and volunteers that interact with pantry clients must complete Civil Rights training and be registered on the pantries training log with the Food Bank of Iowa.
- All products received from DMARC will be distributed to consumers by Your Pantry Site in such a way that all clients are treated in a manner in compliance with the Civil Rights training.
- All products received from DMARC will be distributed by Your Pantry Site solely to those in need and without regard to race, gender, gender identity, gender expression, sexual orientation, color, national origin, creed, age, religion, marital status, physical or mental handicap, political affiliation, or any other basis prohibited by local, state, or federal law.
- **NO** products received from DMARC are to be distributed to pantry employees or pantry volunteers unless they have completed intake as pantry clients and receive no preferential treatment including reserving food or disrupting the process of first come first served, based on their employee or volunteer status. This also applies to affiliated programs who distribute products through food pantry sites. Volunteers or staff needing food assistance must complete the intake process while not on duty.
- Distribution of products received from DMARC shall be open to all families residing within the Polk County Greater Des Moines Area.
- Your Pantry Site agrees to discontinue food pantry services for a period of three months for clients who knowingly violate DMARC policy concerning multiple visits to a DMARC pantry during a calendar month.
- Your Pantry Site has the right to ban individuals who are violent or a threat to staff, volunteers, or other clients. The individual must be notified in writing as well as DMARC. Clients have the right to appeal this decision. DMARC has the right to ban an individual network wide. Your Pantry Site agrees to honor whenever possible network-wide bans on service to particular clients because of egregious behavior. Pantries who do not wish to honor such bans must inform DMARC in writing that they will not honor the ban in each individual case. Clients under a network-wide ban may make other arrangements to receive DMARC assistance with a third party.
- Written copies of DMARC rules and policies may be distributed upon request, such documents to be provided to Your Pantry Site by DMARC.

- Valid identification shall be required for each household member each time they receive service. Proof of residence may be required by Your Pantry Site for non DMARC services. Valid ID can include picture ID, school ID, Title 19 card, medical card, health insurance card, birth certificate, court document, or document from the state of Iowa or Polk County Human Services. It may also include passport or other valid identification from other countries.
- All designated DMARC monthly food package items received from DMARC shall be distributed to any family or individual only once in any calendar month unless pantry staff determine that extenuating circumstances warrant a waiver of this rule. DMARC staff must be consulted in each instance.
- All designated DMARC monthly food package items received from DMARC shall be distributed in accordance with DMARC-designated nutritional categories and amounts.
- All products received from DMARC shall be distributed to clients free of charge and without fees. No products received from DMARC shall be transferred to other parties in exchange for money, property, or services.

West Des Moines Human Services and DMARC agree to meet their respective obligations for "Pantry Site Organizational Requirements" as set forth below:

Pantry Site Organizational Requirements:

- Your Pantry Site shall provide its own liability insurance, including Comprehensive General Liability Insurance that includes Products and Competed Operations Coverage to a limit of at least $1,000,000, Automobile Liability including Owned, Hired, and Non-Owned Autos to a limit of at least $1,000,000, and Statutory Workers Compensation Coverage. A Certificate of Insurance indicating such coverage is required.
- Your Pantry Site shall collect client and service information and shall participate in and record such information in the DMARC/I-Count database in real time unless back-dating has been previously approved by DMARC or in cases of extreme emergency such as loss of connection to the Internet. DMARC staff must be notified of the circumstances if Your Pantry Site is unable to complete real time data entry.
- . DMARC shall assure that its DMARC/I-Count database is in compliance with U.S. Department of Housing and Urban Development, Emergency Shelter Grant Program, Homeless Assistance Program, and/or DMARC data collection guidelines. Your Pantry Site shall ensure that its director or one or more other individuals approved in advance by DMARC attends all bi-monthly meetings of the DMARC Food Pantry Network directors. DMARC strongly encourages each site to have at least one paid employee who will be responsible for managing all aspects of food pantry operations and for maintenance of the Food Pantry Network relationship.
- Your Pantry Site shall provide by the 3rd of each month any monthly reports required by DMARC, including but not limited to the total amount of food

distributed by Your Pantry Site, whether received from DMARC or any other sources.

- Your Pantry Site shall regularly communicate to DMARC any changes in location, phone number, email address, and other operational information in order to ensure that such information is accurate and available to DMARC for promotional, marketing, and other purposes.
- Your Pantry Site shall immediately communicate to DMARC any temporary planned or emergency closings of the site so that clients may be routed to other sites.
- Your Pantry Site agrees to the monitoring and review of its food distribution by DMARC representatives.
- Your Pantry Site shall agree to prominently post its DMARC affiliation at the physical location of the pantry site, on Your Pantry Site's website, and in any promotional literature. DMARC and *MovetheFood* logos may be used upon request, and you may link to both the DMARC and *MovetheFood* websites.
- Your Pantry Site shall agree to reasonably assist DMARC in securing the food resources necessary to maintenance of the Food Pantry Network. Such assistance may take the form of, but is not limited to, food drives, direct mail campaigns, or special events. Any literature or other promotional vehicles for food drives conducted in support of Your Pantry Site or the DMARC Food Pantry Network shall indicate a preference for healthy versions of any food collected.
- Any food obtained from DMARC shall be distributed to client families through food boxes and not used by Your Pantry Site or any other agency to cook and distribute meals unless permission has been received in writing from DMARC staff. This prohibition does not apply to cooking demonstrations intended for educational purposes.
- Your Pantry Site shall strictly comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, any laws, rules and regulations related to the care and provision of food for human consumption.

Your Pantry Site agrees to indemnify, defend and hold DMARC, and its directors, members, employees, agents, volunteers, and independent contractors harmless from and against any suit, action, proceeding, claim, counterclaim, loss, liability, damage, cost or expense (including court costs and attorneys' fees) in any way arising in connection with or resulting from (i) any breach or nonfulfillment of or default under any term or condition of this Agreement by Your Pantry Site, or from (ii) the negligence or misconduct of Your Pantry Site, or its owners, employees, agents, independent contractors or volunteers, in executing their respective obligations under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

DMARC agrees to indemnify, defend and hold West Des Moines Human Services its respective directors, members, employees, agents, volunteers, and independent contractors harmless from and against any suit, action, proceeding, claim, counterclaim, loss, liability, damage, cost or expense (including court costs and attorneys' fees) in any

way arising in connection with or resulting from (i) any breach or nonfulfillment of or default under any term or condition of this Agreement by DMARC, or from (ii) the negligence or misconduct of DMARC, or its owners, employees, agents, independent contractors or volunteers, in executing its obligations under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

West Des Moines Human Services **acknowledges and agrees that the food and other products provided hereunder are provided "as is". DMARC hereby disclaims any and all express or implied representations and warranties with respect to the food and other products provided hereunder, including, without limitation, any express or implied warranty of merchantability, fitness for a particular purpose, or non-infringement. The provisions of this paragraph shall survive the termination of this Agreement.**

Except with respect to a party's indemnification obligations hereunder, in no event shall any of the parties hereto be liable to the other parties hereto for consequential, special, indirect, incidental, punitive or exemplary losses, damages or expenses (including, without limitation, lost profits). The provisions of this paragraph shall survive the termination of this Agreement.

Nothing contained in this Agreement and no action taken or omitted to be taken by the parties hereto pursuant to this Agreement shall be deemed to constitute the parties a partnership, an association, a joint venture or other entity whatsoever. No one party has any authority whatsoever to enter into any agreements or commitments on behalf of the other parties or to otherwise obligate the other parties in any way on any matter whatsoever.

Each party hereby unconditionally waives any right to a jury trial with respect to and in any action, proceeding, suit, claim, counterclaim, demand or other matter whatsoever arising out of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

This Agreement may be terminated by any of the parties upon 30 days written notice. In the event that West Des Moines Human Services seeks to terminate its role under this Agreement, West Des Moines Human Services shall provide written notice of termination to DMARC. Notice of termination provided to DMARC by West Des Moines Human Services is sufficient to constitute termination of this Agreement.

Changes to this Agreement may be made if agreed to in writing, signed, and dated by each of the parties.

Any violation of this Agreement may result in the termination of the relationship between Your Pantry Site and the DMARC Food Pantry Network:

_____ _____

(Signature of Authorized Party) (Date)

_____

(Organization Name)

_____

(Address)

_____

(Telephone Number)

_____ _____

(Signature of Authorized Party) (Date)

_____

(Organization Name)

_____

(Address)

_____

(Telephone Number)

_____ _____

(Signature of DMARC Representative) (Date)