

## Fighting hunger and poverty in northeast North Carolina

Serving Beaufort, Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Northampton, Pasquotank, Perquimans, Tyrrell and Washington Counties.

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### **MEMORANDUM OF UNDERSTANDING between the Food Bank of the Albemarle (hereinafter “Sponsor”), and the Soul Hunter’s (hereinafter “Operator”)**

**Purpose:** The purpose of this MOU is to outline how these parties will work together to make best and safe use of a refrigerated vehicle to promote the donation and transportation of harvested deer to NC Hunters for the Hungry processors and the transport of processed venison from processors to food pantries.

This MOU provides guidance for the expectations of all parties regarding reporting, communication, pickup and distribution of venison under the North Carolina Hunters for the Hungry program and North Carolina Wildlife Federation, and the necessity for sharing program information.

Specific provisions of this MOU may be modified through mutual agreement as conditions and circumstances change over time. Knowledge gained through experience and reporting of how venison is distributed may be used to adjust the specific activities of the MOU coordination and agreement among the parties.

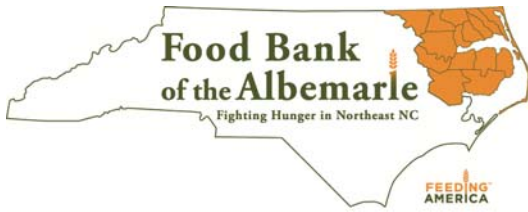
#### **Whereas all parties understand that:**

- there are plentiful numbers of deer in North Carolina;
- the harvest of deer, especially doe, is one of the best resource management tools available;
- food pantries across NC are often short on supplies of quality protein to distribute to the needy;
- making it easier for sportsmen to donate harvested deer to NC Hunters for the Hungry is a worthwhile endeavor that increases deer donation and that helps address both local deer management needs and local food pantry needs;
- the refrigerated vehicle makes donation of deer easier because sportsmen can collect deer at the refrigeration vehicle instead of driving long distances to drop deer off at processors;
- a refrigerated vehicle makes it easier for groups to hold special hunts and collect and store multiple deer for donation;
- working together to manage use of refrigerated vehicle is in the best interest of all parties;
- parties desire to make effective use of this resource throughout the year

#### **Now therefore:**

##### **Sponsor agrees:**

- to take and maintain ownership of the refrigerated vehicle;



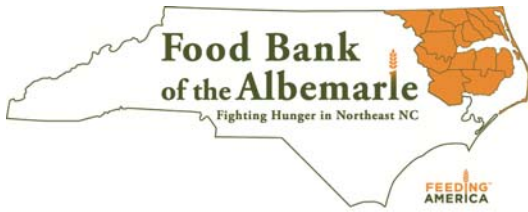
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- to insure the vehicle for both liability and physical damage either under a commercial vehicle rider or as an modification to their general liability policy for both liability (typically a non-owned auto rider ) and physical damage (typically an inland marine rider);
- to allow Operator to use the refrigerated vehicle, Year: 2014; Make: Nissan NCDMV Identification Number 1N6BF0LY0EN100826 ; during the legal big game deer season in NC
- to use scheduling tools to manage the availability of this vehicle,
- to store this vehicle at the Food Bank facility & make it easily accessible for those checking it out for use;
- to be responsible for routine maintenance of the vehicle;
- to use the vehicle to meet the scope of operation of the Sponsor before and after deer season;
- to work with the USDA processor to pick up processed deer and track weights for submission with program outcomes;

### Operator agrees:

- to work with North Carolina Wildlife Resources Commission, NC Hunters for the Hungry and Sponsor staff to promote the safe, ethical, and lawful use of this vehicle in accordance with the purpose of this MOU stated above;
- to comply with all North Carolina Wildlife Resources Commission regulations regarding the tagging, transfer and transport of wild game;
- to train all volunteers using standard operating procedures developed for the vehicle and follow safe food handling practices as published by the USDA for perishable meats;
- to maintain this vehicle in good working order, and to replace equipment on the vehicle that is damaged or lost;
- to allow only **four** drivers over the age of 25 who hold both safe driving records and liability insurance **limits of at least 100/300/100** to drive the vehicle;
- to submit a copy of their NC Driver's License to the sponsor prior to authorizing use;
- to return the vehicle clean and in good operating condition promptly upon request;
- communicate outcomes on a quarterly basis to the sponsor for submission to the NC Wildlife and U.S. Department of Agriculture Rural Development;
- to report accidents, damage and driving violations to the vehicle Sponsor within 24 hours of incident;



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### All Parties will:

- agree that this MOU in no way restricts any of the parties from participating in similar activities or arrangements with other public or private agencies or organizations or individuals;
- recognize that each and every provision of this MOU is subject to the laws of the State of North Carolina and the laws of the United States;
- agree that amendments to this MOU may be proposed by any party and shall become effective upon approval by all parties;
- agree that privilege's will be revoked if driver receives tickets for DWI, DUI or reckless driving or speeding;
- agree that tobacco is prohibited from use in any vehicle;

This MOU shall become effective upon the execution by the parties hereto and shall continue in force until terminated in writing by any party giving 14 days notice to the other party indicating a termination date.

It is the responsibility of both parties to communicate concerns and questions to the other party of the MOU. The Operator must abide by state and federal law and including all federal, state, and site-specific safety procedures.

Timely communication between Operator and the Sponsor regarding existing or anticipated problems in implementing the MOU will be crucial to issue resolution and the successful outcome of these cooperative efforts.

### **PARTIES AND CONTACTS:**

#### **For the Sponsor:**

Name: Liz Reasoner, Executive Director

Address: 109 Tidewater Way, Elizabeth City, NC 27909

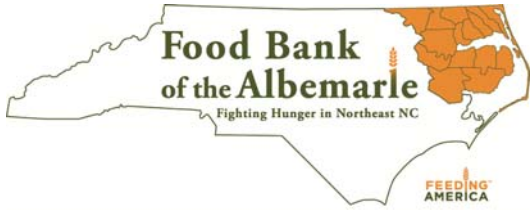
Phone: 252-335-4035, ext. 110

E-mail: [lreasoner@feedingamerica.org](mailto:lreasoner@feedingamerica.org)

#### **For the Operator:**

Name: Justin Perry

Address 2239 New Hope Road, Hertford, NC 27944



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Phone: 252-562-5080

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E-

mail: [jwperry@ncdot.gov](mailto:jwperry@ncdot.gov)

**Special Provision:**

- Operator agrees to underwrite 100% of the processing fees assessed by the meat processor;
- Operator agrees to assume all related fuel cost when operating the vehicle.

**APPLICABLE LAWS AND REGULATIONS/HOLD HARMLESS**

All parties shall comply with all local, state and federal laws and regulations related to the performance of this agreement to the extent that the same may be applicable to the entity. All parties will indemnify and hold each other harmless in all claims of damage resulting from the actions of staff, contractors or volunteers.

**IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.**

**Sponsor:**

\_\_\_\_\_ Date \_\_\_\_\_

**Organizer:**

\_\_\_\_\_ Date \_\_\_\_\_