

**STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE**

MARYLAND MARKET MONEY PROGRAM

**Memorandum of Understanding
Between
The Maryland Department of Agriculture
And**

The Mayor and Council of Rockville (Name on W9)
dba City of Rockville, Maryland

WHEREAS, as of July 2025, the Maryland Market Money Program (Program), formerly a program of the Maryland Agricultural & Resource-Based Industry Development Corporation (“MARBIDCO”), has become a program of the MARYLAND DEPARTMENT OF AGRICULTURE (“MDA”), a principal department of the State of Maryland (“State”);

WHEREAS, Maryland Market Money (MMM) is a statewide food access program that feeds Marylanders and supports farmers by removing economic barriers for Marylanders experiencing food insecurity, providing a dollar-for-dollar match for purchases made using federal nutrition benefits at participating Maryland farmers markets, farm stands, and CSAs while providing technical assistance, training, marketing, and additional services to stakeholders.

WHEREAS, MDA will provide the day-to-day management of the Program;

WHEREAS, during the 2026 through 2028 fiscal years (July 1, 2025 - June 30, 2028), MDA will implement the Program, thus providing low-income Marylanders the opportunity to purchase more fresh, locally produced food from farmers and food producers.

NOW, THEREFORE, this Memorandum of Understanding (“MOU”), between MDA and Mayor and Council of Rockville dba City of Rockville, Maryland (Access Point Name) (“Food Access Point” i.e. participating farmers markets, farm stands, and Community Supporting Agriculture [CSA] programs) (collectively MDA and Food Access Point shall be referred to as “Parties”), serves as a binding contract for the administration and implementation of the Program during the 2026 through 2028 fiscal years (three years). In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are duly acknowledged by the parties, the Parties agree as follows:

A. PURPOSE & PROGRAM DESCRIPTION

Since 2013, the Program has provided a dollar-for-dollar match (up to a designated amount per customer per day) for each of the federal nutrition programs at participating Food Access Points while providing technical assistance, training, marketing, and additional services to stakeholders. As of 2025, these nutrition benefits include: SNAP (Supplemental Nutrition Assistance Program), S/FMNP (Senior and WIC Farmers Market Nutrition Program), eWIC-CVB (Supplemental Nutrition Assistance Program for Women, Infants and Children, Cash Value Benefit), and Summer SUN Bucks.

The Program’s goal is threefold: 1) to increase the ability for households experiencing food insecurity to afford quality, nutritious foods, 2) to generate additional revenue for local agricultural producers, and 3) to make Food Access Points accessible to residents of all income

levels, thereby increasing their capacity to serve as inclusive community spaces. Participating Food Access Points distribute matching dollars as determined by the contract holder and MDA to all customers spending federal nutrition benefits. Customers may spend MMM incentives on any SNAP-eligible foods available at the Food Access Point.

B. CONTRACT PERIOD

This contract shall remain in effect for the duration of the 2026 through 2028 fiscal years, or until June 30, 2028 (three years). MDA will prepare and issue new MOUs for the 2029 fiscal year in 2028. If a year-round/winter-season market has no funding available for winter (December-March), MDA requests that the Food Access Point continue submitting data to provide MDA with the means to accurately assess and identify Program needs for year-round/winter programming.

C. FUNDING ALLOCATION AND DISBURSEMENT POLICIES

MDA will disburse Program funds to the Food Access Point, subject to the availability of appropriated funds and in consideration of historical distribution and redemption activity. Funding granted to the Food Access Point may not cover total distribution needs for the entire season, and MDA will only commit available Program funds for match provided. Food Access Points are encouraged to internally contribute at least 10% of the Food Access Point's overall annual matching budget through its own fundraising efforts. Should the Food Access Point have existing matching programs the Food Access Point understands that MDA will only commit to fundraising and allocating Program dollars to Food Access Points by calculating a projected need.

The Food Access Point is solely responsible for reimbursing vendors if the Food Access Point continues to distribute matching funds above and beyond the budgeted amount or after Program granted funds run out. This can be mitigated through timely data reporting and communication with Program staff. If the Food Access Point withdraws from the Program, any unspent Program funds shall be returned to MDA within 30 days. If the Food Access Point is still actively participating in the Program at the fiscal year end, the Program funds shall roll over for use during the following fiscal year, if funding remains available.

Food Access Point agrees that no funds provided under this MOU, including but not limited to incentive funds, reimbursements, or other disbursed program monies, shall be deposited into any interest-bearing account. Access Point further agrees that all program funds shall be maintained in a non-interest-bearing account or held in a manner that does not generate interest. Any interest inadvertently accrued must be reported to MDA and may be subject to return or other corrective action as determined by MDA.

MDA will disburse allocated funds to the Food Access Point in installments based on data and need. Failure to comply with the reporting requirements outlined in the "Data Collection and Reporting Policies" section of this MOU will result in stalled disbursements (see Section G: Accountability for more details). The Food Access Point shall receive funds via check or, preferably, by electronic transfer/ACH. To facilitate electronic payment, the Food Access Point must provide the required banking information to the Comptroller's Office using the supplied forms. An IRS form 1099 will not be issued because the funds are considered grant funding.

Funding shall be processed upon execution of this MOU. The amount of funding awarded to the Food Access Point for each disbursement shall be specified in a funding letter issued by MDA, which will accompany the initial disbursement of awarded funds. Awarded funding may increase

throughout the year based on incentive usage, accurate data reporting, and overall program funding availability.

D. EXPENDITURE POLICIES

Food Access Point agrees that no funds provided under this MOU, including but not limited to incentive funds, reimbursements, or other disbursed program monies, shall be deposited into any interest-bearing account. Access Point further agrees that all program funds shall be maintained in a non-interest-bearing account or held in a manner that does not generate interest. Any interest inadvertently accrued must be reported to MDA and may be subject to return or other corrective action as determined by MDA.

E. OUTREACH AND PROMOTION POLICIES

MDA will develop and distribute, to participating Food Access Points, signage such as banners that promote the use of federal nutrition benefits and the Program at the Food Access Point. The Food Access Point is responsible for displaying this signage on every event day, excluding those when inclement weather makes it impossible.

MDA will develop and distribute materials promoting Food Access Points participating in the Program and their locations/times to potential customers across the State. MDA will also develop and share other informational materials for the Food Access Point to use, such as but not limited to: “How to use your benefits” and Maryland Market Money information cards. The Food Access Point may use these materials as they see fit as part of their outreach and promotion strategies.

Food Access Point agrees to highlight the Program availability in all public-facing communications where federal nutrition benefits acceptance is mentioned. Food Access Point agrees to acknowledge the “Maryland Department of Agriculture” and “Maryland Market Money” as a funder in all relevant publications and public communications. Food Access Point is expected to promote the availability of federal nutrition benefits matching and the Program in public-facing communications throughout the season.

F. DATA COLLECTION, REPORTING POLICIES, AND COMPLIANCE

MDA shall provide the Food Access Point with a standardized method and form for data collection and reporting. Prior to the start of each fiscal year, MDA will train the Food Access Point’s staff or volunteers on the required method. The Food Access Point shall submit data through the standard reporting method on a weekly basis, maintain its own records of all data submitted, and provide complete **final calendar year data by January 14 of the following year, and fiscal year data by July 14 of the following fiscal year.**

Failure to submit required data within **fourteen (14) days of each market date** shall be considered a violation of this MOU. In such cases, subsequent disbursements will be withheld until reporting is current. Repeated non-compliance will result in the following escalating actions:

- First violation: Written warning.
- Second violation: Monthly disbursement withheld until the violation is corrected.
- Third violation: Suspension from the Program for the following season.

The Food Access Point shall maintain accurate records related to Program administration, including receipts, transaction logs, and financial documentation, for a minimum of three (3)

years or as otherwise required by law. These records must be made available to MDA upon request. MDA reserves the right to conduct one compliance audit per calendar year to ensure adherence to Program requirements, financial accountability, and proper use of funds. In the event of an audit of the program, the Food Access Point must provide backup documentation within 30 days of notice.

Timely and accurate reporting is essential to the success of the Program. MDA is required to provide funders with monthly reports by the 15th of each month; therefore, delays or inaccuracies in Food Access Point reporting directly jeopardize the Program's compliance, funding, and sustainability. Accurate and timely data also enables MDA to monitor budgets and prevent over-distribution.

MDA is committed to working collaboratively with Food Access Points to build capacity and resolve compliance challenges. If a Food Access Point experiences difficulty meeting Program requirements, MDA will coordinate a site visit and/or mentoring session with MDA staff or an agricultural system peer, as appropriate.

G. ROLES AND RESPONSIBILITIES

MDA's Role and Responsibilities

MDA shall take on the primary duty of implementing the Program by performing the following:

ACTIVITIES:

- Conducting a pre-season meeting with Food Access Point staff to explain the Program, including implementation at the Food Access Point, data collection requirements, funding availability, and funding disbursement timeline. Meetings will predominantly be held virtually or via kick-off celebration at MDA.
- Conducting mid-season check-in with Food Access Point staff to review Program implementation and adjust implementation processes as agreed upon by both MDA and the Food Access Point. Check-in will predominantly be held virtually.
- Conducting end-season meeting with Food Access Point staff to review Program implementation for the season and adjust implementation processes for the following season as agreed upon by both MDA and the Food Access Point. Meetings will predominantly be held virtually.
- Offering an optional Food Access Point vendor training for vendors at the Food Access Point to explain the Program and federal nutrition benefit currency. Training will be held virtually.
- Granting funds to the Food Access Point to support the cost of the Program's matching dollars based on need and jurisdictional support of the Food Access Point.
- Providing technical assistance to the Food Access Point as it relates to the Program as needed throughout the duration of the season.

MATERIALS AND SUPPLIES:

- Providing Program materials for the Food Access Point staff including appropriate signage and instructions for displaying properly; documents explaining data collection requirements and reporting procedures, appropriate data collection tracking mechanisms, and fund development strategies for raising Program funds at the market level, if applicable.
- Providing Food Access Point staff with Program currency and receipts for benefit types spent directly with market vendors to be used at market, if applicable.
- As requested by the Food Access Point, providing Vendor Training Materials for each vendor at the Food Access Point about the types of federal nutrition benefits programs and how they

are accepted at Food Access Point, including Program funds, SNAP, eWIC, and FMNP, if applicable.

- As requested by the Food Access Point, providing customer materials explaining different currencies at market, if applicable.
- If possible, all materials will be available in languages identified as appropriate by Food Access Point staff.
- *Provision of physical Program materials and supplies is subject to availability and the constraints of Program funding. Processing times for material and supply requests may take two to three (2–3) weeks. Immediate or urgent requests may be accommodated, if available, through in-person pickup at the Maryland Department of Agriculture main campus by appointment. Food Access Points are expected to consolidate material and supply requests to the extent practicable; repeated or sequential requests may result in a requirement for in-person pickup.*

REPORTING:

- Providing Food Access Point with standard data reporting mechanisms to report program data.
- Providing Food Access Point with standard data reporting mechanisms to view program data.
- Providing Food Access Point staff training on accurate data reporting.

COMMUNICATIONS:

- Providing Food Access Point with notice before visiting in an official capacity to take pictures, deliver and/or distribute collateral and/or training materials, or conduct a visit.
- Obtaining permission of Food Access Point at least 24 hours before holding press, outreach, or other events at Food Access Point.
- Providing Food Access Point with additional support via Program social media channels, paid advertising or paid marketing (where applicable), and general outreach.
- Monitoring incentive usage and accurate data records. If the Food Access Point is getting close to depleting its funding in-hand, Food Access Point must contact MDA Program staff before funding in-hand runs out to inquire if additional funding is available.

H. FOOD ACCESS POINT’S ROLE AND RESPONSIBILITIES

The Food Access Point agrees to take on the following duties:

ACTIVITIES:

- Using funds granted to Food Access Point solely for Program matching dollars, as outlined in the “Purpose” section of this MOU.
- Participating in both pre- and end-season meetings virtually to be trained in Program implementation processes and to provide feedback regarding these processes.
- Displaying appropriate signage at the Food Access Point that promotes the use of federal nutrition benefits and explains the Program to Food Access Point customers as outlined above in the “Outreach & Promotion” Section of this MOU and any other general outreach materials.
- Administering Program funds to all eligible customers each time an event is held so long as there is funding available, excepting Food Access Points which communicated to MDA demonstrated need to end matching early for one or multiple subsets of eligible customers.

- Training vendors as appropriate (verbal or written, in appropriate language) on how to provide customers with receipts for using FMNP, WIC CVB (“eWIC”), and SNAP vouchers at their stands, if applicable.
- Reimbursing vendors for Program eligible dollars received at market stands as outlined in the “Expenditure Policies” section of this MOU, if applicable.
- **Allowing MDA staff to visit the Food Access Point to observe how the program is implemented at the access point.**
- As requested by MDA, returning any unspent matching funds as outlined in the “Funding Allocation Policies” section of this MOU.
- Allow Program sponsors to table at Food Access Point, if requested. Space must be reserved at least 30 days prior to the market date and is subject to availability
- Completing the annual “Maryland Market Money Legacy Update Form” to inform the Program of any Food Access Point updates between market seasons.

REPORTING:

- Providing MDA with data in the format provided on a weekly basis in compliance with the data collection requirements & reporting procedures outlined in the “Data Collection & Reporting” section of this MOU.
- Maintaining Food Access Point’s own record of accurate data submitted to Program as part of data reporting. Templates may be provided by MDA upon request.
- Providing MDA with copies of Food Access Point data collected at the Food Access Point in electronic form in compliance with the auditing procedures outlined in the “Data Collection & Reporting” section of this MOU.
- All final calendar year data and copies **MUST** be submitted to MDA by **January 14 of the following year**. All final fiscal year data and copies of Food Access Point data collected at the Food Access Point in electronic form by **July 14 of the following fiscal year**, for the Food Access Point to be considered for funding in the following fiscal year.
- Providing at least one anecdote or quote from a customer, farmers, or market staff member regarding the Program during the season, if possible (photos encouraged!)

COMMUNICATIONS:

- Notifying MDA if/when administration of the Program changes during the season. This may include but is not limited to:
 - a change in the cap of matching dollars administered to individual customers, if applicable; or
 - a change in which customer or benefit type subsets receive Program funds at the Food Access Point.
- Notifying MDA if/when Food Access Point needs additional program-related materials.
- Proactively notifying MDA in advance if/when Food Access Point needs additional incentive funding prior to Food Access Point running out of incentive funding in hand.
- Notifying MDA if the Food Access Point is unable to carry out any of the responsibilities outlined in this section.

I. E-INCENTIVES PARTICIPATION

The Maryland Market Money Program is transitioning to an electronic incentives system (“e-incentives”) administered through the Healthy Together digital platform. This platform allows Food Access Points to distribute and manage MMM matching funds electronically, reducing administrative burden and improving customer and vendor experience.

Food Access Points may participate in the e-incentives system in one of two ways:

- Full Participation: The Food Access Point will administer all Maryland Market Money match exclusively through Healthy Together. Vendors will receive reimbursements via direct deposit from program funds managed by MDA through the platform. The Food Access Point will not receive physical disbursements of incentive funds.
- Hybrid Participation: The Food Access Point will administer Maryland Market Money match through a combination of Healthy Together and physical tokens or other legacy systems. In this case, MDA will deposit a portion of the total program funds into the Healthy Together platform and disburse the remainder directly to the Food Access Point for physical incentive distribution. The Food Access Point remains responsible for reimbursing vendors that accept non-digital MMM currency.

Participation in the e-incentives system requires that the Food Access Point:

- Has access to a reliable, data-enabled smart device.
- Coordinates vendor onboarding and training with MDA staff.
- Reports any technical or participation issues in a timely manner.
- Continues manual data reporting for any physical incentives distributed (if participating in the hybrid model).

All data related to e-incentives usage will be collected and maintained via the Healthy Together platform and made accessible to both MDA and the Food Access Point via platform dashboard or spreadsheet form. Hybrid participants must also maintain their own internal records and submit required reports as outlined in the “Data Collection and Reporting Policies” section of this MOU.

MDA reserves the right to adjust disbursement amounts and participation models based on funding availability, vendor capacity, and operational readiness. The Food Access Point acknowledges that participation in the e-incentives system does not guarantee funding availability in future fiscal years.

J. MONITORING

MDA designates Sara Servin and Cristina Berthelot as the MOU Monitors for this MOU. The MOU Monitors are the MDA representatives for this MOU and are primarily responsible for the MOU’s administration functions, including issuing written direction, invoice approval, monitoring this MOU to ensure compliance with the terms and conditions of the MOU, and achieving completion of the MOU on budget, on time, and within scope. All contact between MDA and the Food Access Point regarding all matters relative to this MOU shall be coordinated through the MOU Monitors. MDA, at its sole discretion, may change its respective MOU Monitors with notice to the Food Access Point. Unless changed by MDA, the following contact information shall be used for any notices or correspondence under this MOU:

- Cristina Berthelot
Food Access Programs Administrator
Maryland Department of Agriculture
50 Harry S. Truman Pkwy
Annapolis, MD 21401
cristina.berthelot@maryland.gov
410-841-5724
- Sara Servin
Program Director, Farmers Markets and Food Access

Maryland Department of Agriculture
50 Harry S. Truman Pkwy
Annapolis, MD 21401
sara.servin@maryland.gov
410-841-5776

K. FOOD ACCESS POINT/VENDOR REIMBURSEMENT: LEGAL COMPLIANCE

Funds granted to the Food Access Point are to be used solely to provide Program matching funds to eligible customers at market. Once granted, the Food Access Point takes sole responsibility for administering Program funds to vendors as appropriate to reimburse them/themselves for the Program eligible dollars spent per vendor, if applicable. Program incentive funds shall be used only for shoppers to purchase eligible items from vendors/Food Access Point, as outlined in training and materials provided by MDA. MDA will consider any unspent funds when allocating next year's disbursement amounts.

MDA is not responsible for any over-distribution of Program funds will not reimburse the Food Access Point if the funds distributed to shoppers by the Food Access Point exceeds the total Program funds MDA granted to the Food Access Point.

L. TERMINATION

MDA or Food Access Point may terminate this MOU with thirty (30) days written notice, sent via certified mail. Upon termination by either MDA or Food Access Point, Food Access Point shall immediately return any undistributed Program funds to MDA.

M. DEFAULT; REMEDIES

A default shall consist of any breach by Food Access Point of any of Food Access Point's covenants, agreements, warranties, representations, or certifications in this MOU. Upon the occurrence of any default of this MOU, MDA shall have the right to terminate this MOU by written notice to Food Access Point. If MDA terminates this MOU, Food Access Point is obligated to repay the entire amount of Program funds, or any portion thereof at the sole discretion of MDA, to MDA within 30 days of receipt by Food Access Point of written notice from MDA of default and demand for repayment.

In addition to the rights and remedies contained in this MOU, MDA may at any time proceed to protect and enforce all rights available to MDA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this MOU.

Nothing in this provision shall be construed or otherwise act as a waiver of Food Access Point's liability for damages caused by Food Access Point's default of this MOU. Food Access Point shall remain fully liable for any and all damages, injuries, expenses, and costs of any Food Access Point's defaults under this MOU.

N. LIMITATION OF LIABILITY; INDEMNIFICATION

The State of Maryland ("State"), and/or MDA may not be held responsible for any damages incurred as a direct or indirect result of the conditions outlined in this MOU, even if the damages or conditions were foreseeable. Food Access Point releases the State, and/or MDA from, agrees that the State, and/or MDA shall not have any liability for, and agrees to protect, indemnify and save harmless the State, and/or MDA from and against, any and all liabilities, suits, actions,

claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against the State, and/or MDA as a result of or in connection with this MOU. All the money expended by the State and/or MDA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of the Food Access Point and shall be immediately and without notice due and payable by the Food Access Point to the State and/or MDA. Nothing in this paragraph is intended to, or should be interpreted to, waive the common law and other governmental immunities and the provisions of §5-301 et seq. and §5-507, Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland.

O. GOVERNING LAW

This MOU shall be construed and enforced in accordance with the laws of the State of Maryland. The Parties covenant and agree that venue of any dispute or controversy arising out of this MOU or the performance or nonperformance of the Parties' obligations under this MOU shall lie exclusively in the State courts of the State of Maryland.

P. DRUG AND ALCOHOL POLICY

In accordance with State Executive Order 01.01.1989.18, Food Access Point certifies that it shall make a good faith effort to maintain a workplace free of drug use and alcohol and drug abuse from its workplace during the term of the MOU.

Q. NON-DISCRIMINATION IN EMPLOYMENT

Food Access Point shall operate under this MOU so that no person, otherwise qualified, is denied employment or other benefits on the basis of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test. Except in subcontracts for standard commercial supplies or raw materials, Food Access Point shall include a clause similar to this clause in all subcontracts. Food Access Point and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

R. AMENDMENTS

This MOU, or any part, may be amended from time to time only in writing executed by the Parties.

S. COMPLIANCE WITH APPLICABLE LAWS

Food Access Point agrees to comply with all applicable federal, State, and local laws, including laws relating to discrimination in employment, related in any way to this MOU and/or Food Access Point's duties, obligations, and responsibilities under this MOU.

T. ATTORNEY'S FEES

If any administrative proceeding, legal action or other proceeding is brought for the construction, interpretation, or enforcement of this MOU or of any provision hereof, or because of any claim,

dispute, alleged default, breach or other claim or cause of action in connection with this MOU, Parties agree that each party shall bear its own legal expenses and other costs of all kinds incurred in that action or proceeding. Any provision of law or of this MOU to the contrary notwithstanding, the Food Access Point hereby waives expressly and irrevocably any statutory or other right it has or may have to recover from the State and/or MDA legal expenses and other costs of all kinds that it may incur in such an action or proceeding with respect to this MOU.

U. NO WAIVER

Except as to matters expressly waived by a party as expressly provided elsewhere in this MOU, the failure of any party to insist upon or demand the prompt and punctual performance of any term or condition of this MOU, or the failure of any party to exercise any right or remedy provided in this MOU, by law or otherwise, on any one or more occasions shall not constitute a waiver of that or any other term, condition, right or remedy on that or any subsequent occasions.

V. SEVERABILITY

If this MOU in its entirety is declared or found to be illegal or unenforceable or void, then both Parties shall be relieved of all obligations arising under this MOU and the Parties shall proceed as in the case of termination. If any provision of this MOU is declared or found to be illegal or unenforceable or void then both Parties shall be relieved of all obligations arising under such provision, but if the remainder of this MOU shall not be affected by such declaration or finding, then each such provision not so affected shall be enforced to the extent provided by law.

W. ENTIRE CONTRACT; COUNTERPARTS; SIGNATURES

This MOU, together with any exhibits incorporated by reference, represents the complete and final understanding of the Parties. No other understanding, oral or written, regarding the subject matter of this MOU, may be deemed to exist or to bind the Parties at the time of execution. This MOU may be executed in any number of duplicate originals or counterparts, each of which such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

Accepted for Food Access Point:

Accepted for MDA:

Signature

Signature

Printed Name

Printed Name

Title

Accepted for Food Access Point:

Signature

Printed Name

Title

The form of this MOU has been approved by the Office of the Attorney General