

## AGENCY AGREEMENT

This Agreement is between **Feeding San Diego** (FSD) and

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Agency Name

As a partner agency of FSD, the Agency named above agrees to comply with all FSD policies and procedures as outlined in the current FSD Agency Capacity Handbook, including those policies and procedures outlined in this agreement.

Partner agencies agree to:

A. Administration & Logistics

1. Ensure retention of proper licenses and permits needed to operate in accordance with the law as required by the State of California, San Diego County and any other government authority.
2. Ensure that it meets the IRS eligibility requirement for receipt, storage, transfer and use of donated food under sections 170(e)(3).
3. Disclose to FSD any business interest, actual or potential conflict of interest that may compromise public trust or cause the perception of a conflict of interest (e.g. agency or individuals in relation to the agency operating a retail/grocery store).
4. Operate:
  - a. As a non-profit organization, under an IRS 501(c)3 Letter of Determination
  - b. As a State of California endorsed incorporated organization for the purpose of: serving the needy, ill or infants (minor children)
5. Ensure FSD agency profile is up-to-date with required documentation and information as outlined by FSD.
6. Notify FSD of all pertinent information concerning the agency's food distribution program. This includes hours of distribution to clients, shoppers or individuals authorized to pick up food, and changes in key staff/volunteer personnel through the timely submission of a completed Change of Information form.
7. Ensure at least one approved agency representative is Food Safety Certified at **all** times as required of your agency by FSD policy.
8. Ensure at least one agency representative attends the FSD Agency Orientation, with the inclusion of Food Safety Training, every two years.
9. Fully comply with policies and procedures set forth by FSD, including bulk repackaging procedures for shelf-stable items received in bulk from FSD which are found in the Agency Handbook.
10. Permit on-site inspections, announced or unannounced, by FSD representatives at FSD's discretion, but at least every two years.
11. Adhere to additional donor stipulations as provided through FSD.

B. Record Keeping

1. Retain all FSD receipts and invoices (duly signed by separate agency representatives) on-site for up to one (1) year.
2. Maintain accurate on-site records to:

- a. Reflect the total amount of product received and distributed/used.
- b. Reflect how the agency determines if the client/recipient of the product is: needy, ill or infants (minor children).
- c. Reflect the number of clients/recipients that are served \*

*Note that your records are subject to review by FSD representatives*

*\*Agencies are not required to record individual or client names (though tracking client contact information is highly recommended in case of product recall)*

3. Submit all reports, including Monthly Reports, completely and in a timely manner as requested by FSD. Monthly Reports are due on the 5<sup>th</sup> of the month and Food Rescue reports are due on the 2<sup>nd</sup> of the month.
4. Abide by policies, procedures, and record keeping requirements of FSD as outlined in the Agency Capacity Handbook.

#### C. Agency Accounts

1. Pay all account balances within 30 days of the invoice date.
2. Pay all past due account balances within 90 days of the statement date or be subject to agency account hold.

*For review of Accounts Receivable, please see Agency Account Policy section in the Agency Capacity Handbook*

#### D. Operations & Facilities

1. Respect and honor all appointment schedules as well as FSD office and warehouse policies and procedures.
2. Pay a shared maintenance fee of \$0.0-\$0.19 per pound for donated product specified by FSD.
3. Operate from a commercial location (not a home), unless the agency is a transitional living facility, group home, shelter, or a similar/qualifying operation.
4. Distribute product:
  - a. In accordance with the agency's intended purpose as outlined in the agency's State of California endorsed Articles of Incorporation.
  - b. Free of charge and directly to needy, ill or infants (minor children).

#### E. Include Feeding San Diego in the organization's branding methods by posting the Distribution Partner and/or Nutrition Partner sticker provided by FSD provided by FSD, along with **at least one** of the below listed branding platforms (i.e.: "Partner of Feeding San Diego"):

1. Website
2. Facebook page
3. Annual report
4. Letterhead
5. Business cards
6. Newsletters
7. Trucks/vehicles used by organization to pick up food from FSD
8. FSD shirts

#### F. Refrain from:

1. Distributing product outside San Diego County.

2. Providing product to other agencies, FSD partners or non-partners, unless agency has completed and submitted the Redistribution Application to FSD and been approved to redistribute. Please contact the Programs Department for further details.
  3. Selling, transferring, bartering or offering for sale product supplied by FSD in exchange for money, property, or services; or otherwise allow the items to re-enter commercial channels.
  4. Accepting donations or church offerings at the point of distribution and/or in exchange for product.
  5. Requiring compulsory prayer and/or religious services at the point of distribution and/or in exchange for product (prayer and/or religious services must be **optional** to the public).
  6. Discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
- G. Maintain adequate on-site refrigerator, freezer, and/or dry storage space to ensure the wholesomeness of the product until distributed/used.
- H. Maintain proper food safety, safe and sanitary facility standards as outlined in the current Agency Capacity Handbook. Ensure to safely and properly handle the donated goods, which conforms to all local, state and federal regulations.
- I. Designate one person to be the point of contact for food recalls (ideally, the primary contact) who will receive food recall emails from FSD and adhere to other guidelines outlined in Agency Capacity Handbook regarding food safety recalls.
- J. For homebound deliveries of food received through FSD, the agency agrees to the following additional items:
1. Provide accurate and timely updates to FSD staff of additional drop off locations or eligible clients.
  2. Track numbers of individuals served through homebound delivery program and report numbers to FSD monthly through the Monthly Report.
  3. Allow unscheduled and frequent monitoring of agency vehicle, facility, and/or delivery process by FSD staff as deemed appropriate and necessary.

In accordance with this Agreement, I understand:

1. Either Party can terminate partnership effective immediately with or without cause upon notification to the other Party.
2. The agency will be considered inactive, if not ordering and receiving product from FSD for a minimum of 1 year. This inactive status signifies partnership termination. The agency may reapply for partnership with FSD by submitting a new partner application and upon approval after completing the partner agency application process.
3. Failure to maintain FSD policies and procedures including terms of this agreement may result in the termination of partnership.
4. If at any time an agency feels they have been wrongly terminated, the agency's Chief Executive/Pastor/President may file a grievance as outlined in the Agency Capacity Handbook.

All FSD policies and procedures, including those outlined in this agreement are subject to change without notice. All current FSD policies and procedures can be found in the current FSD Agency Capacity Handbook, which can be accessed by visiting the partner login section of [www.feedingsandiego.org](http://www.feedingsandiego.org).

Signing below, on behalf of the agency named above, I certify that I accept and agree to abide by all terms, conditions, policies, and procedures outlined by FSD in the current Agency Capacity Handbook, including those outlined in this agreement. This agreement is binding for one year from the date signed, at which time, all agencies will be required to go through the application process again. Please note that prior partnership does not guarantee future partnership.

\_\_\_\_\_  
Signature of Agency Pastor/Director/Chief Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Agency Pastor/Director/Chief Executive

\_\_\_\_\_  
Print Title

**To be completed by Feeding San Diego (FSD):**

\_\_\_\_\_  
Signature of Feeding San Diego CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Feeding San Diego CEO

\_\_\_\_\_  
Date

## RELEASE OF LIABILITY

The undersigned agent of \_\_\_\_\_

Agency Name

hereby warrants that the following release and indemnity will apply during any and all periods in which said agency receives food and non-food items from the Feeding San Diego (FSD).

In accordance with the requirements of receiving food and non-food items from FSD, the Agency agrees:

1. The food provided by FSD is accepted by the agency "as is".
2. FSD, Feeding America, and the original donor are released by the agency from any liability resulting from the condition of received product. Furthermore, FSD, Feeding America, and the original donor are indemnified and held free and harmless against any and all liabilities, damages, losses, and/or claims whatsoever arising out of or attributed to any action of said agency, or personnel employed by said agency, in connection with the storage or use of the received product.
3. The original Donor, the Member (FSD), and Feeding America offer no express warranties in relation to the Product.
4. The agency will not sell, transfer, barter or offer for sale the items supplied by FSD in exchange for money, property or services, or otherwise allow the items to reenter commercial channels.
5. The agency will distribute food that is "apparently wholesome", which is hereinafter defined as food that meets the quality standards of local, county, state, and federal agriculture and health laws and rules. Even if the food is not readily marketable due to appearance, age, freshness, grade, size, surplus, and other conditions, the food is still safe. However, this does not include canned goods that are leaking, swollen, or dented on the seam or are no longer airtight.
6. The agency will utilize employees or volunteers having sufficient training, expertise, or experience in evaluation, handling, preparation, and distribution of donated items in order to do so in a safe and proper manner.
7. This agreement is binding for one year from the date of signature.

I accept and agree to abide by all the above.

\_\_\_\_\_  
Signature of Pastor/Director/Chief Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of Pastor/Director/Chief Executive

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature of Feeding San Diego CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Feeding San Diego CEO

\_\_\_\_\_  
Date