

# FOOD BANK



OF SIOUXLAND INC.

1313 11th Street  
P.O. Box 985  
Sioux City, IA 51102  
Phone: 712.255.9741  
Fax: 712.255.3116  
[www.siouxfbank.org](http://www.siouxfbank.org)

## Agency Agreement/Liability Release Form

Date:	Agency #:
-------	-----------

Agency Partner Name:
Contact Name:
Distribution Address:
Mailing Address:

### Agency Agreement

This document is an agreement between \_\_\_\_\_ referred to as "agency" and the Food Bank of Siouxland, referred to as FBS.

The agency agreement governs an agency's membership in the FBS network of agencies. An agency must be willing and able to adhere to the agency agreement in order to become a member and to maintain membership. The agency agreement is designed to protect the interest of those who donate to our network and to ensure the integrity of the emergency food distribution network. All information contained in the Agency Manual is part of FBS's expectations for Agency Agreement of Membership.

The following items are the criteria for being an Agency of FBS network. The Agency:

1. Must provide food for an underprivileged or underserved population.
2. Must be a 501(c) 3 not-for-profit organization or qualify under the IRS Church Qualifier.
3. Must agree that they will meet the IRS eligibility requirement for receipt, storage, transfer and use of donated product under section 170e3.
4. Will not sell, transfer, barter, or offer for sale the items supplied by FBS in exchange for money, property, or services, or otherwise allow the items to reenter commercial channels.
5. Will not use product from FBS for personal use of agency staff or volunteers. Volunteers can receive product as long as they go through the same process as other clients.
6. Will not store, prepare, or distribute product from FBS at a location not authorized by FBS staff, including personal residence (i.e. Must distribute to individuals directly and not to another organization, whether agency or non-agency).
7. Must have responsible personnel who are accountable for record keeping and inventory control.
8. Must keep records of food from FBS at the site of distribution for a minimum one year.
9. Must have proper and adequate physical storage space and refrigeration to ensure the wholesomeness of the food until used/or redistributed which conforms to all local, state and federal regulations.
10. Must pass a site inspection prior to approval and a minimum of once every other year after that.
11. Must have the ability and willingness to access and submit information via the internet.
12. Must provide transportation to pick up food at the Food Bank warehouse or agree to a delivery fee up to \$.04 per pound. All orders requesting delivery must meet a minimum of 250 lbs. for the Food Bank to

deliver. Deliveries will be handled on a case by case basis to ensure Food Bank staff is available to meet the agency's request. The Food Bank's "Out of Metro" delivery schedule is posted on the Food Bank's website calendar.

13. Must be agreeable to supporting the operation of the FBS suggested shared maintenance contribution of up to \$0.18 (eighteen cents) per pound for donated food received. Some purchased products might be provided at a discounted contribution (i.e. \$0.27 per pound) or provided at the Food Bank's actual cost. A summary record showing pounds of food received and shared contributions received or due will be sent by the first of each month.
14. Must agree to only have 1 "pulled order" per week and only take a maximum of 100 pounds from the "Off the Shelf" area. Produce, dairy, eggs, and other items selected by FBS staff come without limits.
15. Must order a minimum of 3,000 pounds or place 18 orders over the course of a calendar year.
16. Must utilize sign-in sheets or another tracking system to keep track of number in family, individuals served, child served, and keep track of percentage below poverty level.
17. Must establish your own criteria for the individuals you serve (i.e. service area, visits per month, etc.); however, criteria must be consistently applied and be posted at your pantry/feeding site.
18. Must have one agency staff member or volunteer complete the ServSafe Food Safety Training.
19. Must submit "Numbers Served" statistics to FBS within 15 days of the end of each month (complete January's report by February 15<sup>th</sup>). Instructions on the reporting process can be found at <http://www.siouxlandfoodbank.org>.
20. Must not engage in discrimination, in the provision of service against a person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military, or status as a protected veteran.

The following items are the additional criteria for distributing Iowa USDA/TEFAP Commodities. The Agency:

1. Must agree to use The Emergency Food Assistance Program (TEFAP) Eligibility: To Take Food Home sheet when distributing USDA food. Each client should sign this sheet once per year, at minimum. All agencies should keep track of a client's additional use of USDA food for take home purposes.
2. Must keep records of food from FBS at the site of distribution for a minimum of three years.
3. Must be sure that donated commodities not be sold, exchanged or otherwise disposed of. The agency is responsible for any improper distribution, use or damage caused by their fault or negligence.
4. May not repackage USDA/TEFAP food.
5. Must display the "And Justice for All" poster.
6. Must post a sign identifying an alternate provider of services for clients who object to the agency's religious nature (if you are a church organization). This is provided by the FBS.
7. Must agree to operate TEFAP in accordance with the requirements of Part 251 and, as applicable, Part 250.
8. Either party in this agreement must notify the other in writing 30 days before the termination of TEFAP product distribution.

**Agreement of Indemnity**

1. FBS, Feeding America, and the original donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity of fitness for consumption of any or all donated items.
2. Agency agrees to accept all in “as is” condition. There are two exceptions. First, baby food must be in date. Please contact the Food Bank if you receive “out of date” baby food. Second, USDA should be in good quality and in date. If the USDA product is not in good quality or is out of date, please report the issue to FBS staff.
3. Agency hereby releases the original donor, Feeding America, and FBS from any liability resulting from the donated food/products and holds them harmless from any and all liabilities, claims, losses, causes of action, suites of law or iniquity, or any obligations in regard to the agency partner or the donated goods.
4. Agency is willing to adhere to additional donor stipulations.

**Non-compliance**

If an agency does not comply with the Agency Agreement and the contents of the Agency Manual, the FBS may interrupt service to the agency temporarily or suspend the agency entirely, depending upon the severity of the violation. We recognize that these consequences may adversely impact your clients. While our goal is to ensure that clients have access to the food they need, we must maintain the integrity of our network in order to ensure its long-term viability. Agencies that have had action taken to suspend or remove agency membership will receive written notification. The FBS reserves the right to suspend or terminate any participating program/agency due to complaints of questionable activity or procedures.

The following list provides examples of a range of violations:

1. Agency is delinquent in payment of the handling fees
2. Proper records are not maintained at the program site
3. Donated food or other products are improperly stored, refrigerated, or transported
4. Donated food is used in a manner that is not consistent with membership guidelines
5. Donated food or other products are exchanged for money, property, or services
6. Donated food or other products are removed from the program site for private use by program staff or volunteers
7. Agency has not met the annual usage requirement

**Grievance Policy**

If for any reason you are unsatisfied or have a grievance with FBS, please contact the following:

Jake Schoening  
 Agency Relations Manager  
[jakes@siouxlandfoodbank.org](mailto:jakes@siouxlandfoodbank.org)  
 712-255-9741

Jacob Wanderscheid  
 Executive Director  
[jacob@siouxlandfoodbank.org](mailto:jacob@siouxlandfoodbank.org)  
 712-255-9741

This agreement may be modified as deemed necessary by the FBS. At any time, this agreement can be canceled by either party, with a 30 day written notice. Your agency’s authorized representative’s signature below indicates acceptance of this agreement between your agency and the FBS.

\_\_\_\_\_  
Authorized Agency Representative, Print Name

\_\_\_\_\_  
TEFAP OPTION IN – YES?

X \_\_\_\_\_  
Authorized Agency Representative, Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Food Bank of Siouxland Authorized Signature

\_\_\_\_\_  
Date