

FOOD BANK



OF SIOUXLAND INC.

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Partnership Terms and Conditions Agreement

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

This document is an agreement between _____ referred to as “partner” and Food Bank of Siouxland referred to as “FBS”. The Terms and Conditions of network partnership govern a partner’s membership in the Food Bank network. The partner must be willing and able to adhere to the Terms and Conditions in order to become a partner and to maintain membership. The Terms and Conditions are 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 Food Bank of Siouxland’s expectations for Terms and Conditions of Partnership.

The following items are the criteria for being an Agency Partner of FBS. 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. Agrees that it meets and will meet the IRS eligibility requirements for receipt, storage, transfer and use of donated food under section 170(e)(3).
4. Will not sell, transfer, barter, or offer for sale the items supplied by FBS in exchange for money, property, or services.
5. Partners will not use product from FBS for personal use of agency staff or volunteers. Any staff or volunteer receiving product must do so as a client and meet all regular agency requirements.
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 received from FBS at the site of distribution for a period of three years.
9. Must have proper and adequate physical storage space for items received from FBS.
10. Must agree to distribute to individuals directly and not to another organization unless authorization is provided by FBS.
11. Must pass a pre-operational site inspection upon approval, and at FBS discretion thereafter, minimum every two years.
12. Must have the ability and willingness to access and submit information via the internet.
13. 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.
14. Must be willing to pay shared maintenance handling fees and delivery fees at prevailing rates.
15. Agrees to having only one order per calendar week; “OTS” Shopping is not included in this procedure.
16. Must order a minimum of 3,000 pounds or place 18 orders over the course of a calendar year.
17. Must utilize sign-in sheets or another tracking system to keep track of the individuals served.
18. Must establish your own criteria for the individuals you serve; however, criteria must be consistent and be posted at your pantry/feeding site.
19. The partner agrees to safely and properly handle the donated goods, which conforms to all Local, State and Federal regulations.
20. Must have at least one agency staff member or volunteer complete ServSafe Food Safety Training.
21. Must submit “Numbers Served” statistics to FBS within 15 days of the end of each month (complete January’s report by February 15th). Instructions on the reporting process can be found at <http://www.siouxfandfoodbank.org>.
22. Agrees that it will not engage in discrimination, in the provision of service against any 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.
23. Partners are prohibited to require person’s served to attend religious services or activities in order to receive product distributions.

24. Network partners must update FBS with changes to address, contact, and billing information to ensure uninterrupted communication and deliveries.
25. Network partners agree to be open to work with FBS in alternative food insecurity relief efforts.

Network partners will adhere to ordering policies and procedures as outlined in the Agency Partner Manual Agreement of Indemnity:

1. Partner agrees to accept all items in “as is” condition.
2. Food Bank of Siouxland, 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.
3. Partner hereby releases the original donor, Feeding America, and Food Bank of Siouxland from any liability resulting from the donated food/products and holds them harmless from any and all liabilities, claims, losses, and causes of action, suits of law or iniquity, or any obligations in regard to the agency partner or the donated goods.
4. Agrees to adhere to additional donor stipulations.

Non-Compliance

If a partner does not comply with the Partnership Terms and Conditions and the contents of the Agency Manual, Food Bank of Siouxland 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. Any actions taken to suspend or remove a partner from partnership will receive written notification. Food Bank of Siouxland reserves the right to suspend or terminate any participating program/partner due to complaints of questionable activity or procedures.

The following list provides examples of a range of violations:

1. Partner 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 this Agreement
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 at jakes@siouxlandfoodbank.org or Jacob Wanderscheid, Executive Director at jacob@siouxlandfoodbank.org. Both can be reached at 712-255-9741.

This agreement may be modified as deemed needed by FBS. Your network partner’s authorized representative’s signature below indicates acceptance of this agreement between your organization and FBS.

Authorized Agency Partner Representative, Print Name & Date

Authorized Agency Partner Representative, Signature

Food Bank of Siouxland Representative, Signature & Date