

This Partner Agency Agreement, dated this _____ day of _____, 20__, is between **COMMUNITY FOOD SHARE, INC. (CFS)**, whose address is 650 South Taylor Avenue, Louisville, CO 80027, and

_____ (Partner Agency)
whose address is

(Street) (City, State, Zip Code)

CFS is a Colorado non-profit corporation, serving Boulder and Broomfield Counties, which procures food and distributes it to Partner Agencies (other non-profit organizations which provide food assistance) and directly to individuals who are in need. CFS is a member food bank of Feeding America, a nationwide hunger relief organization. Use of the term "Partner Agency" shall not imply that said Partner Agency is in any way an agent of CFS or that an agency relationship exists between the two entities.

CFS agrees to provide food, at no charge, to Partner Agencies in good standing. CFS acts as a partner and an advocate for hunger relief with Partner Agencies in community outreach, education and public awareness. CFS will assist in delivery of product to Partner Agencies, dependent upon volume, and as financial resources permit. CFS will relate to Partner Agency with respect, and respond and resolve, in a timely manner, any request or concerns forwarded. CFS will provide quarterly reports of total pounds distributed to Partner Agencies and more detailed reports during the annual or bi-annual monitoring visits, or at the Partner Agency's request. CFS will provide products based on Partner Agency reported numbers of clients served and product availability. Partner Agency support will be based on the policies and priorities of the CFS Board of Directors. CFS will provide literature and brochures to facilitate awareness and access of food.

A Partner Agency is an IRS 501(c)(3) non-profit, separate from CFS, which has as its primary objective to serve meals and/or distribute food assistance to low-income people in Boulder and Broomfield Counties and which desires to obtain food from CFS. A Partner Agency is also an entity which is physically located within the boundaries of Boulder or Broomfield Counties. Agency Partnership is based on the quality of the Partner Agency's operation and the community's need for the Partner Agency's service. After an organization has attained Partner Agency status, it is

expected to continue to meet its primary objective, that of providing food assistance to those in need, maintain high quality service for as long as it receives support from CFS, and abide by the policies, procedures, and record keeping requirements of CFS.

The Partnership Agreement is a mutual commitment by both CFS and the designated Partner Agency. The Partner Agency agrees to abide by CFS policies, procedures, and record keeping requirements, as outlined below or set forth in the Partner Agency Handbook.

IN CONSIDERATION of the mutual promises made in this Agreement, the parties agree as follows:

1. TAX EXEMPT STATUS

1.1 Partner Agency represents that it has obtained IRS 501(c)(3) non-profit status. Partner Agency shall provide CFS a copy of its IRS tax determination letter and its federal employer identification (EIN). Partner Agency further agrees that if it loses its IRS 501(c)(3) status, it shall immediately notify the CFS Agency and Programs Manager of the change. The Partner Agency agrees it shall not take or receive food from CFS if it is not an IRS 501(c)(3) organization. The Partner Agency may not be a private foundation or a foster parent association, even if it has 501(c)(3) non-profit exemption. [2.A.1.i - FA]

2. AGENCY DUTIES

2.1 **Safe Food Handling Training.** The Partner Agency agrees to keep a minimum of one (1) staff person who is food safety trained at all times, in accordance with the Partner Agency Handbook.

2.2 **Acquisition and Transportation.** The Partner Agency is responsible for the selection of product and its transportation from the CFS warehouse, unless other arrangements have been made. The Partner Agency will not stockpile any food acquired from CFS in excess of what is needed to serve its clients in a reasonable time frame. CFS reserves the right to determine what constitutes stockpiling.

2.3 **Inspection, Refrigeration, and Handling.** The Partner Agency represents that its personnel are qualified to, and will, inspect all food it receives from CFS to determine whether it is fit for human consumption. The Partner Agency will notify CFS immediately of any product it receives that is not fit for distribution. The Partner Agency

also represents that it has adequate refrigeration, storage space, and knowledge about food safety to insure the wholesomeness of the food until used, in compliance with the requirements set forth in the Partner Agency Handbook. The Partner Agency will make CFS aware of all food storage locations regardless of the source of food stored in that location, as may be changed from time to time. Furthermore, food received from CFS shall not be stored outside of these designated locations, including without limitation any storage in personal residences or vehicles. The Partner Agency agrees to the safe and proper handling of the donated product, which conforms to all local, state and federal regulations.

2.4 Distribution. The Partner Agency agrees that, in compliance with the requirements of Section 170 (e) (3) of the Internal Revenue Service Code, all food received from CFS shall be given directly to the Partner Agency's clients in the form of meals or snacks, and/or distributed in supplemental food packages. The Partner Agency, its employees, agents, and volunteers shall not take home, sell, barter or offer for sale any donated product supplied by CFS in exchange for money, property or services, or otherwise allow the items to re-enter commercial channels. Food may not be consumed by or distributed to Partner Agency staff members or volunteers, including using food as compensation or reward. The Partner Agency understands that all food and non-food items are restricted for use in either (i) congregate feeding programs, or (ii) supplemental food packages. The Partner Agency agrees that it shall use all foods solely for their intended purposes, which falls within the scope of services under which CFS established the Partner Agency relationship.

The Partner Agency also understands that many food items are in limited supply at CFS. All products will be distributed to CFS Partner Agencies on a first come- first serve basis. The amount of any particular product accessible to CFS Partner Agencies will be based on the number of clients served, as reported by the Partner Agency, and on product availability. The Partner Agency is responsible for the

selection of product. This selection should not be limited to any one type of food, food category, or food source, for example, purchased product.

The Partner Agency agrees to not refuse service to any client due to race, color, gender, age, religion, national origin, sexual orientation including gender identity, disability, citizenship, ancestry, veteran status or unfavorable discharge from the military or status as a protected veteran. Partner Agency proselytism of clients before, during, or after food distribution, for an organization's faith, party, institution, or cause is strictly prohibited. CFS reserves the right to determine what constitutes such activities and whether these activities constitute a requirement and/or a barrier to clients in order to receive services from the Partner Agency. The Partner Agency agrees to adjust such practices immediately and to mitigate any barriers to services.

From IRS 170 (e)(3) Feeding America Interpretive Guide: A good rule to follow in determining if a practice is acceptable is to scrutinize the practice from the perspective of: a product donor, an attorney, a media reporter, a member of the member's board, and the member's director. If the practice is acceptable when viewed from those vantage points, then it probably is within reason.

3. FINANCIAL RESPONSIBILITY

3.1 Annual Partner Agency Partnership Fee. The Partner Agency agrees to pay an Annual Partnership Fee of \$250 for access to food and relief-oriented product as well as CFS literature and reports. The Partner Agency agrees to be fiscally responsible for the annual Partner Agency Partnership fee.

3.2 Annual Partner Agency Partnership Fee Payment. The Partner Agency is required to remit membership payment by December 31st of the Partner Agency Agreement year. If the Partner Agency cannot remit payment in a timely manner, for any reason, it must notify the Director of Operations at CFS. If the annual Partner Agency Partnership fee is not paid by the 1st of January, privileges will be suspended until

received payment is received, or other arrangements have been made with the CFS Director of Operations. In financial hardship cases, CFS will make special payment arrangements.

3.3 Partner Agency Contact Information. The Partner Agency must provide CFS with a billing contact name and phone number, and notify the CFS Finance Director, in writing, if there is any change in this information. Additionally, the Partner Agency must notify the Agency and Programs Manager, or Agency and Programs Coordinator, of individuals authorized by the Partner Agency to receive product. These individuals must attend an orientation at the CFS warehouse prior to shopping. The Partner Agency must notify the Agency and Programs Manager or the Agency and Programs Coordinator immediately, in writing, of any program, authorized representatives, or contact information changes.

4. PARTNER AGENCY RECORDS AND MONITORING

4.1 Partner Agency Food Receipt Records. The Partner Agency shall maintain accurate annual chronological records of all receipts for food and non-food product received from CFS.

4.2 Partner Agency Inspection. The Partner Agency grants CFS the right to inspect and monitor its facility and receipt records at any reasonable time, without prior notice.

4.3 Partner Agency Monitoring Visits. The Partner Agency monitoring visits will be conducted on an bi-annual basis pursuant to the Partner Agency Handbook.

4.4 Partner Agency Monthly Reporting Requirements. The Partner Agency agrees to maintain a record of pounds received both from CFS and other local donations or purchases each month, and will provide that information to CFS in the form of a monthly report. Reports must be submitted to the Agency Relations Manager by the 10th day of the following month.

4.4 Partner Agency Client/Meals Served Monthly Reporting Requirements.

The Partner Agency agrees to maintain a record of the number of total clients and/or meals served each month, and to provide that information to CFS in the form of a monthly report. Reports must be submitted to the Agency Relations Manager by the 10th day of the following month.

4.5 Timeliness of Monthly Reports. Habitual tardiness in submitting required monthly reports will be considered as non-compliance with the Partner Agency Agreement, and will result in suspension of shopping privileges. Habitual tardiness is defined as the submission of three or more reports after the 10th of the month in any 6 month period.

4.6 Annual Partner Agency Client Poverty Level Report. Partner Agency will report annually, to the best knowledge of the Partner Agency, what percent of clients served live at or below 185% the national poverty level.

4.7 Annual CFS Partner Agency Survey. The Partner Agency is requested to complete an annual survey collecting feedback on CFS's service to the Partner Agency. Results from this survey will be used to improve customer satisfaction to the best of CFS' ability.

5. DISCLAIMER OF WARRANTIES

5.1 CFS Product Disclaimer. The Partner Agency agrees that it accepts all food from CFS "as is." CFS, Feeding America, and the original product donor

- are released by the agency from any liabilities resulting from the donated goods,
- are held harmless from any claims or obligations in regard to the agency or the donated goods,
- and offer no express warranties in relation to the gift of goods.

6. RELEASE OF LIABILITY - INDEMNIFICATION; INSURANCE

6.1 Hold Harmless Clause. The Partner Agency agrees to indemnify and hold harmless CFS, Feeding America, and the original product donor from all liabilities, damages, losses, claims, causes of action at law or at equity, including—court costs and reasonable attorneys' fees, and any obligation whatsoever arising out of or attributed to any action of the Partner Agency's employees or any personnel utilized by Partner Agency in connection with storage or use of the donated food.

6.2 Insurance. The Partner Agency shall maintain adequate general liability

insurance, which at a minimum shall comply with all applicable law. Such insurance shall include CFS as an additional insured.

7. BILL EMERSON “GOOD SAMARITAN FOOD DONATION ACT”

7.1 Limited Liability. The Partner Agency acknowledges and understands that CFS and the original product donor are relying on the “Good Samaritan Food Donation Act” to limit their liability in the distribution of food. The Partner Agency stipulates that it has read and understands the “Good Samaritan Food Donation Act.” The Partner Agency further stipulates that it understands and agrees that under the “Good Samaritan Food Donation Act” CFS and the original donor cannot be held liable in any civil action resulting from the nature, age, condition or packaging of the food the Partner Agency receives.

8. AGENCY RELATIONS HANDBOOK

8.1 Compliance with CFS Partner Agency Handbook. The Partner Agency agrees to comply with the CFS Partner Agency Handbook, which provides supplemental information to the annual Partner Agency Agreement. CFS shall provide the Partner Agency will any updates to or modifications of the Partner Agency Handbook in a timely manner. Please read the CFS Partner Agency Handbook thoroughly and share with the appropriate Partner Agency staff.

9. BREACH OF AGREEMENT

9.1 Violation of Partner Agreement. In the event the Partner Agency violates the terms of this Partner Agreement, CFS reserves the right to immediately terminate this Partner Agency Agreement.

(Name, Partner Agency)

By: _____

Signature

Community Food Share, Inc.

BY: _____

Signature

By: _____
Please print name

Michelle Orge_

Title: _____

Executive Director

Per item 3.3 – Financial Responsibility – Contact Information

Billing Contact Name: _____

Phone Number: _____