



FOOD ASSISTANCE PROGRAM AGENCY AGREEMENT

Santa Clara County
750 Curtner Avenue
San José, CA 95125-2118
408.266.8866 ph
408.266.9042 fax
San Mateo County
1051 Bing Street
San Carlos, CA 94070-5320
650.610.0800 ph
650.610.0808 fax

Agency Name (Please type or print)

Date

Address

City, State, Zip

()
Telephone Number

()
Fax Number

Email

Website

The above named agency ("Agency") shall comply with the requirements of Second Harvest Food Bank of Santa Clara and San Mateo Counties ("Second Harvest Food Bank") as adopted or revised from time to time by Second Harvest Food Bank upon notice to Agency. Specifically, Agency shall:

1. Ensure, and confirm upon request by Second Harvest Food Bank, that any and all product received from Second Harvest Food Bank is used solely to assist low-income, needy, ill, or infant individuals in conformance with Internal Revenue Code Section 501(c)(3).
2. Operate an ongoing food assistance program that has been in existence for at least six (6) months.
3. Ensure, and confirm upon request by Second Harvest Food Bank, that any and all product received from Second Harvest Food Bank is used in a manner consistent with the Agency's purpose, as stated in the Agency's membership application. Agency acknowledges and agrees that product received from Second Harvest Food Bank shall not be prepared and/or stored in a private home but shall only be stored on property to which Second Harvest Food Bank has access. Agency shall provide second Harvest Food Bank with free access to such property during business hours.
4. Notify Second Harvest Food Bank of any changes in:
 - Its status as an Internal Revenue Code Section 501(c)(3) nonprofit, tax exempt entity, or its designation as an agency of a Section 501(c)(3) entity.
 - Its liability insurance naming Second Harvest Food Bank of Santa Clara and San Mateo Counties, its officers, boards, agents, employees, and volunteers as additionally insured as documented through a Certificate of Insurance on file with Second Harvest Food Bank.
 - Executive Director, contact individuals, address, phone number, services provided, or other information relevant to its organization, operation, mission, or status.
5. Not sell, offer for sale, transfer, barter for a fee, or otherwise charge a fee of any kind for any product, property, or service received from Second Harvest Food Bank. If a food recipient wishes to make a donation, it cannot be done in conjunction with, as a condition to, or in relation to, the receipt of product. Product received from Second Harvest Food Bank may not be transferred to another agency.

SECOND HARVEST FOOD BANK of SANTA CLARA and SAN MATEO COUNTIES
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Providing food for people in need in our community.

6. Immediately contact Second Harvest Food Bank in case of damage, loss, or theft of food or product.
7. Not require the attendance at religious services, prayer, or “counseling” as a prerequisite or in conjunction with food distribution or receipt of food.
8. Distribute food without discrimination with respect to clients on the basis of race, color, national origin, age, disability, medical condition, religion, politics, sex, or sexual orientation.
9. Submit, within seven (7) days following the end of each month, a monthly count of unduplicated individuals served during that month. Agencies receiving USDA Commodities submit required reports.
10. Maintain record keeping systems to track the use of Second Harvest Food Bank product and the number of clients served and distribution records on file for three (3) years, as required by USDA and Feeding America (formerly known as America's Second Harvest).
11. Timely pay any annual fees.
12. Distribute all products received from Second Harvest Food Bank for use within Santa Clara County and San Mateo County.
13. **Pantries Only** - Accept referrals that are consistent with the agency's guidelines, assigned geographic or zip code service areas.
14. **On-Site Feeding Programs Only** – In its own discretion, share food with volunteers, staff and non-qualifying individuals in on-site operations that support their services only. A full description of such use shall be included in the agency application. Example: meals provided at a 24-hour residential facility during regular operations.
15. Adhere to the rules and regulations of Second Harvest Food Bank, Feeding America and any government laws that may be applicable to the agency from time to time.
16. Ensure, and confirm upon request by Second Harvest Food Bank, that an agency representative attends all mandatory meetings.
17. Post a sign provided by Second Harvest Food Bank in a prominent location such as a lobby or welcome area in a main building which indicates your partnership with Second Harvest Food Bank.
18. The agency or partnering organization releases the original donor, Second Harvest Food Bank and Feeding America from any liabilities resulting from the donated goods.
19. The agency or partnering organization agrees to hold harmless from any claims or obligations in regard to the agency or the donated goods, the original donor, Second Harvest Food Bank or Feeding America.
20. Second Harvest Food Bank offers no express warranties in relation to the gift of goods.
21. The partnering agency agrees to notify Second Harvest Food Bank whenever it receives notice of any claim of liability with respect to food or any report of illness which may have been caused by food provided by the agency or Second Harvest Food Bank.
22. One representative per agency must attend a food safety training class provided by the Second Harvest Food Bank and must recertify annually.

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Any false statements or failure to comply with requirements of this agreement in connection with Second Harvest Food Bank participation may result in the agency's suspension and/or termination of services by Second Harvest Food Bank. Notwithstanding, this agreement may be terminated by either party upon notice to the other party.

Any notices under this agreement must be sent in writing to the party's address set forth on the first page of this agreement, or to such other address as such party may designate by written notice to the other in accordance with the provisions of this section, and will be deemed to have been given and received (a) on the day of delivery if delivered personally, (b) five (5) days after the date of mailing if mailed by certified, first-class mail, postage prepaid, or (c) the next business day following deposit with a nationally recognized overnight courier, such as Federal Express, specifying next day delivery.

This agreement will be in effect until revoked, in writing, by either party.

The undersigned hereby agree to the terms of this agreement:

An Authorized Representative of Second Harvest Food Bank
of Santa Clara & San Mateo Counties

Date

Printed Name of SHFB Authorized Representative

Agency Director, Authorized Representative or Designated Agent

Date

Printed Name of Agency Director, Authorized Representative or
Designated Agent

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