



Agency Agreement

This Agreement is made and entered into by Feeding Northeast Florida, Inc., hereafter referred to as "FNEFL", having a place of business at 1116 Edgewood Avenue North, Jacksonville, Florida 32254 and the following organization which is hereafter referred to as "Agency":

(Official organization name as it appears on IRS 501(c)(3) exemption letter or IRS EIN listing.)

which operates or hereby agrees to be fiscally and legally responsible for the hunger relief program(s) named:

(Name of food distribution, pantry, or similar programs. This may be the same as the official organization name above.)

and has a current place of business at _____

on this _____ day of _____, 20 ____.

In consideration of the terms hereof, and the provision of product by FNEFL to the Agency, the parties agree as follows:

1. **Policy Requirements:** The Agency agrees to abide by the policies, procedures, and record keeping requirements of FNEFL.
2. **Term and Termination:** The initial term of this Agreement shall be two (2) years from the date signed. Thereafter, the term of this agreement shall automatically renew for successive one (1) year terms unless one party provides written notice that does not wish to renew the term of this Agreement. Either party may terminate this agreement at any time with written notice to the other party.
3. **Agency Food Assistance Program:** The Agency will operate year-round food assistance program(s) with a focus on feeding a needy segment of the population, and will provide FNEFL with documentation of food distribution for such program(s) for at least 90 days prior to the date shown on application.
4. **Agency Mission:** The Agency's mission relates to serving the ill, needy or children. *For the purpose of this Agreement, the term "needy" refers to an individual who lacks the necessities of life, involving physical, mental or emotional well-being, as a result of poverty or temporary financial distress.* At a minimum, 50% of the individuals served by Agency's program must, in the opinion of FNEFL, be proven to be low-income individuals.
5. **Product Storage Locations:** The Agency agrees to only store products at sites that have been inspected and approved by FNEFL. The Agency will notify FNEFL prior to any changes in storage locations and allow FNEFL to inspect any new sites prior to product storage. The Agency will not store product at third-party storage locations without the prior written permission of FNEFL.
6. **Agency Changes:** The Agency will immediately notify FNEFL in writing if/when its program changes director, contact, shoppers, or type or size of food program.

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7. **Area of Distribution:** The Agency must distribute products for use within FNEFL service area, unless otherwise approved in writing by FNEFL.
8. **FNEFL Orientation/Training:** Agency staff/volunteers must attend Safe Food Handling and appropriate FNEFL related workshops/trainings (e.g., New Partner Orientation training) as requested by FNEFL.
9. **Record Keeping & Availability of Records:** The Agency will keep accurate product distribution records for three years. Records must be kept on-site and available to FNEFL.
10. **On-Site Meal Preparation Requirements:** As required by law, Agencies preparing meals or repackaging food on-site must be licensed by the local County Department of Health, or entity responsible for licensure and monitoring, receive regular health inspections, and have a certificate evidencing such license and health inspections on file with FNEFL. The inspections and certificates will be needed only if it is applicable in the county that the Agency is located. Agency will comply with all FNEFL guidelines and recommendations for safe food storage, handling, and facility maintenance.
11. **Food Safety Certification:** The Agency will have at least one staff member or volunteer, who is consistently present during operations, complete training as a “Food Handler” or receive certification as a Food Manager. Training or certification can be obtained by attending the Food Manager’s Workshop/Food Handler’s Certificate training administered by the Department of Business and Professional Regulation, Division of Hotels and Restaurants Hospitality Education Program. Training as a “Food Handler” may also be obtained through the Safe Food Handling Class offered by FNEFL or www.Safewayclasses.com. Upon request, FNEFL may approve other sources of food safety training or certification from additional sources. The Agency must provide FNEFL with a copy of certification or training from any third parties.
12. **Authorized Agent(s):** The Agency will name a Food Program Coordinator and up to three authorized shoppers. Authorized shoppers will be asked to wear an ID badge provided by FNEFL from the front desk when they have their shopping appointment, and wear it for the entire time when shopping.
13. **On-Site Inspections:** The Agency will allow FNEFL to monitor the Agency regularly - including both announced and unannounced site and program inspections. The Agency is required to make reasonable accommodations to ensure that FNEFL is able to monitor and inspect the Agency’s site as deemed necessary. Should the Agency fail to be available for one or more announced inspections, the Agency may be suspended from receiving any additional product or resources from FNEFL or its donors until site and program inspections have been deemed to be in compliance with FNEFL food safety and handling policies and procedures.
14. **Client Sign-in Sheet:** The Agency will complete the FNEFL Client Sign-in Sheet provided by FNEFL. Client Sign-in sheets may have different requirements based on the program and clients served. Completion and submission of Client Sign-in sheets may be physical or electronic. Upon request, FNEFL **may** approve an own Agency’s sign-in document or electronic system if/when the information required by FNEFL is included.
15. **“As Is” Condition:** The Agency accepts all products “as is” and agrees that no representations or warranties, express or implied, are made by Feeding Northeast Florida, Inc., Feeding America or any original Donors regarding the product’s fitness for human consumption or use.
16. **Product Sort and Inspection Requirements:** The Agency agrees to store and inspect food soon after receipt and to determine whether the food is fit for human consumption. If not, the Agency will immediately advise FNEFL. The Agency further agrees to store all acceptable food in the manner as is required in accordance with local, state and federal food safety and handling regulations.

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17. Product Storage and Handling:

- a. The Agency will ensure that product storage and handling conforms to state, local and federal regulations and FNEFL requirements.
- b. The Agency agrees that products will not be stored in nor distributed from a private residence.
- c. The Agency assumes responsibility and will be accountable for the use of all products after taking possession of such products.
- d. The Agency will ensure that products ordered will not exceed the needs of the program.
- e. As determined by FNEFL, Agencies operating more than one program may be required to have separate and/or segregated food storage areas that are labeled and identified for specific program use. If determined, Agency agrees to comply with these additional requirements.

18. Use of Donated Product:

- a. The Agency will not sell, barter, transfer or share donated or purchased products in exchange for money, services or other products. Agency will not use donated or purchased product items in any fashion other than to serve Agency's clientele. Agency agrees to adhere to any additional donor stipulations.
- b. The Agency will not give donated product to staff or volunteers for personal use. Agency must not serve donated products for general congregation use or serve donated products at Agency events.
- c. The Agency agrees that it meets the IRS eligibility requirements for receipt, transfer and use of donated food under section 170c(3).

19. Distribution Without Charge:

- a. The Agency will not require or request clients to pay, donate or make any contribution of money or services to Agency.
- b. The Agency will not require clients to participate in counseling, prayer or in a religious service as a prerequisite or in conjunction with food distribution or receiving food. Agency will not use program to foster or advance religious or political views.

20. Shared Maintenance, Transportation and Value Added Processing Fees: The Agency agrees to pay any applicable Shared Maintenance, handling fees (Value Added Processing, Delivery Charges, Transportation fees), and/or related fees for the products received from FNEFL.

21. Purchased Product: The Agency agrees that if it should choose to purchase non-donated product from FNEFL that it may pay extra charges and costs associated with that product and agrees to not resell purchased product.

22. FNEFL Distribution Rights: FNEFL reserves the right to limit the amount and type of food the Agency may receive.

23. Retail Program: Agencies participating in FNEFL Retail Direct Pick-up Program agree to abide by the rules, regulations, and guidelines at all times set forth by FNEFL's Retail Alliance Agreement.

24. Inactive Status: The Agency's status with FNEFL will be considered "Inactive" if Agency does not pick up or accept delivery of product(s) within three (3) months. Inactive agencies may be terminated.

25. Non-Discrimination: Agencies will not engage in discrimination in the provision of service, against any individual based on race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual

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orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.

- 26. Advertising and Publicity:** The Agency agrees to display required FNEFL Member Agency signage provided by FNEFL in a prominent location at their facility and to post FNEFL's logo on their website. Agency agrees to allow FNEFL to use their logos in FNEFL advertising, literature, and websites.
- 27. Referral Network:** The Agency will make every effort to provide assistance in response to requests by FNEFL or other cooperative food providers, who may make referrals of needy individuals. Agency will participate in FNEFL referral network, by providing contact information as requested by needy individuals.
- 28. 501(c)(3) or Church/Religious Organization:** The Agency agrees that it is incorporated as a 501(c)(3) Non-profit corporation or is considered a church as defined by the IRS and meets all the criteria below for each type of eligible organization.

Check the type of organization that the agency will qualify as:

- 501(c)(3) Non-Profit Corporation- If this box is selected, the Agency is required to submit, prior to Agency approval:
 - A current 501(c)(3) determination letter from the IRS verifying its non-profit corporate status and verifying that it is *not* a private foundation. The Corporation name must match the name that the Agency is known by the community.
 - If the Agency name does not match the corporation name listed on the 501(c)(3) determination letter, the Agency is required to submit current (less than 2 years old) official and verifiable documentation regarding the Agency's ability to use the 501(c)(3) verification letter proving their non-profit status.
 - If the Agency does not have its own 501(c)(3) and is utilizing the 501(c)(3) status of another organization, then the Agency and its sponsor are required to complete and sign the Agency Sponsorship Agreement every 2 years.
- Church (as defined by the IRS)/Religious Organization – If this box is selected, the Agency is required to complete and submit the Church/Religious Organization Self Certification form prior to agency approval.

- 29. State and Local Regulations:** In the event of the Agency's failure to comply with state and local regulations or with any provision or the terms as outlined in this Agreement, FNEFL reserves the right to immediately terminate this Agreement, without notice, and recover possession of food/products in Agency's possession without compensating Agency for the cost or value thereof. Agency shall grant admittance to FNEFL agents for such purpose. FNEFL reserves the right to terminate its relationship with Agency for non-compliance of this Agreement or attachments. Upon such termination, Agency shall remain responsible for any monies owed to FNEFL by Agency through the date of termination.

30. Liability and Indemnification:

Date _____
Initials _____

