



**AGREEMENT FOR RECEIPT OF FOOD
SECOND HARVEST FOOD BANK SANTA CRUZ COUNTY**

This agreement is made between Second Harvest Food Bank Santa Cruz County a California Nonprofit Public Benefit Corporation (“Food Bank”) and _____, a nonprofit social service agency (“Member Agency”).

RECITALS

The Food Bank distributes food products in Santa Cruz, and North Monterey Counties for the care of the ill, needy, and children. The Member Agency provides care for the ill, needy and children within Santa Cruz, or North Monterey County and is in need of food products in order to provide nutritious meals to those under its care.

NOW, THEREFORE, the parties agree as follows:

1. Commencing as of _____, and continuing while the Member Agency is in compliance with reporting requirements until such time as the Member Agency does not receive food products from Food Bank within a one (1) year period, the Member Agency shall be entitled to receive products from the Food Bank. Should Member Agency cease receiving food products from the Food Bank for a period of (1) one year, Food Bank may exercise its right under Bylaw Section 4I, or any replacement section, to terminate Member Agency’s membership in Food Bank. Member Agency shall be given the opportunity to appeal any such proposed termination.

2. Member Agency agrees that the food products will be used solely for the purpose of providing nutritious meals to the ill, needy and/or children under its care, with the term “children” being defined as individuals under the age of eighteen (18) years, through the food program stated in the application. Food Bank must be updated if the Member Agency’s food distribution program is expanding or of any change in operations. Food utilized for any other purpose or program is a violation of contract.

3. Member Agency agrees that it will not transfer any food products to another organization or individual without Food Bank’s prior written approval. In no circumstances will Member Agency transfer the food products to another organization or individual in exchange for money, property or services.

4. Food Bank will bill Member Agency on a monthly basis for any fees owing for the prior month, and payment will be due upon receipt. At present, there is no delivery fee for orders of 500 pounds or more. Orders between 300-499 pounds may be delivered for a \$30 fee. Orders fewer than 300 pounds are not eligible for delivery and must be picked up at the Food Bank. Please note that while SHFB accommodates specific delivery time requests when possible, we require some flexibility in scheduling order delivery windows in order to plan effective routes and economize on fuel costs. Failure of the Member Agency to pay any fees owing may result in the suspension of food acquisition through the Food Bank.

5. Member Agency affirms they meet the IRS eligibility requirements for receipt, transfer, and use of donated food under section 170(e)(3); Member Agency 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 . Member agency further agrees to treat those receiving food

and services with respect and compassion and to maintain high standards of client service by staff and volunteers.

6. Member Agency agrees that adequate records will be maintained, and will be available to Food Bank or other governing authority (e.g., Internal Revenue Service) upon request of Food Bank. This includes member agency application, IRS letter of 501 c 3 status, certificate of liability insurance and proof of food safety certificate. Member Agency shall keep, in addition to other specified records, a count of the number of unduplicated households and individuals served each month. These records shall include demographic information (e.g., ethnicity, residence and income levels of clients) as required by Food Bank funding contracts.

7. Members shall report to the Food Bank the number of unduplicated households and number of unduplicated people served each month by the seventh day of the following month. Member Agency shall provide to Food Bank an annual demographic report that provides summary of their clients' ethnicity, residence and income levels. Such annual report shall be due by October 31 of each year.

8. Member Agency assumes responsibility for all products received from the Food Bank at the time of loading at the Food Bank warehouse and shall transport and distribute the food products at its own cost. Member Agency will retain invoices for 3 years and will be reviewed by Food Bank staff at monitoring visit. Member agency agrees "open arms" for monitoring upon discretion of Food Bank staff.

9. All food received from and through the Food Bank shall be accepted in "as is" condition. Neither Food Bank nor the original donor warrants any food item to be transferred to the Member Agency. Food Bank disclaims any express warranty, implied warranty or merchantability or warranty of fitness for a particular purpose in connection with the transfer of food products to the Member Agency.

10. Member Agency is aware of the “good samaritan” laws, and releases the original donors, Food Bank, and Feeding America from any liabilities resulting from the donated goods. Member Agency agrees to hold harmless the Food Bank, the original donors and Feeding America from any claims or obligations in regard to the Agency or the donated goods, and affirms that the Food Bank, the original donors, and Feeding America offer no express warranties in relation to the gift of goods.

11. Member Agency has reviewed and agrees to abide by the Participation Requirements and Guidelines for Member Agencies which are attached hereto as Exhibit A. Food Bank reserves the right in its sole discretion to change these requirements and guidelines as may be necessary for it to operate its program, and Member Agency agrees to abide by any changes in these requirements and guidelines which it is notified of in writing.

12. If either party employs an attorney to enforce this Agreement or should any litigation be commenced between the parties to this Agreement concerning the provisions of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

13. For purposes of this Agreement, the term “food” shall include any and all items received from the Food Bank.

14. The Member Agency affirms willingness to adhere to additional donor stipulations.

15. The Member Agency affirms it will operate in a manner that ensures the safe and proper handling of the donated goods, which conforms to all local, state and federal regulations.

16. At least one agency representative responsible for food program must complete a food safety training every year (provided by Second Harvest Food Bank). If the Member Agency prepares hot meals, a representative overseeing food preparation must complete a ServSafe training and submit a copy of the certificate. The ServSafe training must be current at all times of Member Agency operation.

Second Harvest Food Bank
Santa Cruz County
a California Nonprofit Public
Benefit Corporation

Dated: _____

By _____

Kevin Heuer
Chief Operations and Programs Officer

Member Agency # _____

Agency Name _____

Address _____

Dated: _____

By _____

Agency Signature

Printed or Typed Name

Title

BYLAW SECTION 4I

1. TERMINATION OF MEMBERS

Subject to the provisions of the Member Agency Agreement, a member may resign from membership at any time. Members may be suspended or terminated as set forth herein.

Subject to the provisions of the Member Agency Agreement, the Board may suspend or terminate the membership of any member who fails to comply with the Bylaws, Member Agency Agreement, or other requirements of the Corporation, as established by the Board. The Board may also terminate members which in the Board's judgment act in a manner which may be detrimental to the reputation or fiscal soundness of the Corporation. Upon making a determination that it intends to terminate a member's membership, the Corporation shall provide written notice of such intention and the reasons therefore by first-class mail to the member's last known address. Such notice shall provide the member at least fifteen (15) days' notice of the termination date, and shall provide the member with the opportunity to be heard by the Board, or by a committee designated by the Board, orally or in writing, not less than five (5) days before the effective date of the termination. Upon receipt of a notice of the Board's intention to suspend or terminate the member's membership, such member shall no longer be considered a member in good standing for purposes of these Bylaws.

EXHIBIT A



800 Ohlone Parkway Watsonville, CA 95076
 Phone: (831) 722-7110 ext 212
 Fax: (831) 722-0435

Today's Date: _____

Month Reporting _____ 20XX
 (always previous month)

Agency Information	
Agency Name	
Food Bank Number	
Contact Name	
Phone Number	
Email Address	
Site Street Address	
City and Zip Code	

Please fax (831 722-0435), mail, or hand delivered to Ana Melgoza at the Food Bank.

- Due by the 1st of the Month and Delinquent after the 7th of the month
- You are required by your contract with the Food Bank to report your numbers served on a monthly basis
- No report from Agency = Less funding from cities and counties for the Food Bank which = less food for your agency to give to clients

Be advised that even if the number of clients through your agency does not change monthly, you are still required to submit monthly participation numbers.

Program #1 Name _____
 Number of *unduplicated clients served (count all family members) _____ **Number of Individuals**

_____ **Number of Families**

_____ **Number of meals**
(Congregate feeding sites only)

Type of agency program (circle one): Child Care Home Pantry Soup Kitchen Recovery Mental Health Other

Program #2 Name _____
 Number of *unduplicated clients served (count all family members) _____ **Number of Individuals**

_____ **Number of Families**

_____ **Number of meals**
(Congregate feeding sites only)

Type of agency program (circle one): Child Care Home Pantry Soup Kitchen Recovery Mental Health Other

EXHIBIT A

SECOND HARVEST FOOD BANK ANNUAL DEMOGRAPHIC SURVEY

Agency Name: _____ Agency Number: _____
 Completed by (name): _____
 Phone Number: _____

1. Average monthly **unduplicated** clients _____
2. Residence of clients: *(see back of survey for definitions of areas)*
 - City of Capitola _____
 - City of Santa Cruz _____
 - City of Scotts Valley..... _____
 - City of Watsonville..... _____
 - Unincorporated Mid Santa Cruz County _____
 - Unincorporated North Santa Cruz County..... _____
 - Unincorporated San Lorenzo Valley _____
 - Unincorporated South Santa Cruz County..... _____
 - San Benito County..... _____
 - Monterey County _____
 - Merced County..... _____
 - Total..... _____
3. What was the gender of **unduplicated** clients?
 - Male..... _____
 - Female _____
 - Total..... _____
4. How many children between the ages of:
 - 1. 0-5 years..... _____
 - 2. 6-12 years..... _____
 - 3. 13-18 years..... _____
5. What is the ethnicity of **unduplicated** clients?
 - White _____
 - Latino..... _____
 - Black/African American..... _____
 - Asian..... _____
 - Native American/Alaskan..... _____
 - Native Hawaiian/Pacific Islander _____
 - Other Race _____
6. Number of percentage of **monolingual** Spanish speaking clients?..... _____

7. Client Household Income:

Family Size	A	B	C
1 Member	\$0.00-\$11,170	\$11,170- \$22,340	\$22,340+
2 Members	\$0.00-\$15,130	\$15,130- \$30,260	\$30,260+
3 Members	\$0.00-\$19,090	\$19,090- \$38,180	\$38,180+
4 Members	\$0.00-\$23,050	\$23,050- \$46,100	\$46,100+
For each add'l member add	\$ 3,960	\$7,920	

Total # in each category: _____

8. How many household members work in agriculture? _____

Please mail to Tiffany Wong, Second Harvest Food Bank, 800 Ohlone Parkway, Watsonville, CA 95076
 Or email to tiffany@thefoodbank.org

EXHIBIT A

GEOGRAPHICAL DEFINITIONS OF AREAS IN QUESTION #2

City of Capitola- Client lives within the city limits of Capitola

City of Santa Cruz- Client lives within the city limits of Santa Cruz

City of Scotts Valley- Client lives within the city limits of Santa Cruz

City of Watsonville- Client lives within the city limits of Watsonville

Unincorporated MID Santa Cruz County- Client lives between the 7th Avenue and Freedom Blvd/Highway 1 intersection.

Unincorporated NORTH Santa Cruz County- Client lives in any areas north of the City of Santa Cruz which includes Davenport, Felton, Ben Lomond and Branciforte Drive.

Unincorporated South Santa Cruz County - Client lives between the Freedom Blvd/ Highway 1 intersection and Watsonville City limits.

Unincorporated SLV – Client lives in any area North of City of Santa Cruz which includes Felton, Ben Lomond, Boulder Creek and Brookdale

San Benito County- Client lives within the County of San Benito County

Monterey County- Client lives within the county limits of Monterey County

Merced County- Client lives within the county limits of Merced County

PLEASE CONTACT TIFFANY WONG IF YOU HAVE ANY FURTHER QUESTIONS ABOUT THE SURVEY AT (831) 722-7110 x212.