



FOODBANK
Santa Barbara County

Agency Membership Application

Foodbank of Santa Barbara County
4554 Hollister Ave.
Santa Barbara, CA 93110
Phone: (805) 967-5741 / Fax: (805) 683-4951

Dear Applicant,

Thank you for your interest in becoming a member with the Foodbank of Santa Barbara County. Following is our membership application packet. Please complete the application in its entirety and submit with supplemental paperwork all at one time. If you should have any questions or need assistance, please feel free to contact me. Once the entire packet has been submitted, I will contact you for follow up. Again, thank you for all that you do to alleviate hunger in Santa Barbara County.

Sincerely,

Jamie Diggs

Jamie Diggs
Partner Services Manager

Please return completed packet to:
Foodbank of Santa Barbara County
Attention: Jamie Diggs
490 W. Foster Rd.
Santa Maria, CA 93455
Ph. 805.937.3422 x103
jdiggs@foodbanksbc.org
www.foodbanksbc.org



MEMBERSHIP APPLICATION CHECKLIST

Agency Name: _____

Program Name: _____

Name of Person Completing Application: _____

Phone Number of Person Completing Application: _____

Please be sure you submit all items below. Please return packet with original signatures in its entirety to:

Foodbank of Santa Barbara County

Attention: Jamie Diggs
490 W. Foster Road
Santa Maria, CA 93455

Checklist:

- Signed Agency Membership Application (included in packet)
- Signed Agency Agreement and Release Form (included in packet)
- Copy of Organization's 501c(3) (Supplemental).



AGENCY MEMBERSHIP APPLICATION

GENERAL INFORMATION

Agency Name: _____

Program Name (if different from above): _____

Main Contact: _____

Phone: _____ Fax: _____

Email address: _____

Second Contact: _____

Phone: _____ Email: _____

Mailing Address: _____

City: _____ State: ____ Zip Code: _____

Billing Address (if different than mailing address): _____

City: _____ State: ____ Zip Code: _____

Site Address: _____

City: _____ State: ____ Zip Code: _____

Executive Director: _____

Email address: _____

Web Address: _____

SITE INFORMATION

Size of dry storage area _____ Number of freezers ____ Number of refrigerators ____

Are there restrooms at your site?

Are there hand-washing facilities at your site?

Geographic Area Served _____

TYPE OF DISTRIBUTION

Days / Hours of Food Distribution: _____

Please check the category that best describes your agency's food program:

- Food Pantry Residential Rehabilitation Center Daycare Youth
- Homeless Shelter Senior Program Soup Kitchen

Please give us a brief description of your food distribution and/or attach a brochure for your program:

Do you serve the general public or are you only available to a select group?

Does your agency prepare meals for your clients: Yes No

What types of foods do you provide your clients?

- Meals Snacks Groceries Emergency Food

Does your agency have a disaster contingency plan? Yes No

If so, what does this plan include?

POPULATION SERVED

If you are not already operating, please do your best to estimate the numbers expected.

Average number of **HOUSEHOLDS** served per month: _____

Average number of **INDIVIDUALS** served per month: _____

Average number of **MEALS** served per month: _____

How many of your clients are: 0-17 years old: _____ 18-59 years old: _____ 60+: _____

Please give brief description of clients served:

How does your agency determine that recipients are needy?

TRANSPORTATION

What transportation will you use for food pick up? _____

List all persons authorized to make food pick ups on behalf of your agency:

1. _____

2. _____

SIGNATURE:

I _____, certify that the above information is correct to the best
Agency Director
of my knowledge.

Signature

Date

APPROVED BY:

Jamie Diggs, Partner Services Manager
Foodbank of Santa Barbara County

Date

APPROVED BY:

Erik Talkin, CEO
Foodbank of Santa Barbara County

Date

Foodbank of Santa Barbara County Agency Agreement and Release of Liability



The mission of the Foodbank is to end hunger and transform the health of Santa Barbara County through good nutrition.

This document is an agreement made between member's FOODBANK OF SANTA BARBARA COUNTY ("Foodbank") located at 4554 HOLLISTER, SANTA BARBARA, CA 93110 and

located at _____
("Agency" or "Donee"), which operates as a program
of _____ ("Parent
Agency").

Terms of the Agency Agreement:

The Agency agrees to all of the following terms and conditions of this agreement, except as may be attached to this agreement as mutually agreed upon and signed addendum.

- 1. Requirements:** The Agency agrees to abide by the policies, procedures, and record keeping requirements of the Foodbank.
- 2. IRS Eligibility Requirements:** The Agency agrees that it meets the IRS eligibility requirements for the receipt, transfer, and use of donated products (food and non-food) under section 170(e)(3) of the IRS code, as stated below:

A. **501(c)3 or "Church"/Religious Organization:** The Agency agrees that it is incorporated as a 501(c)3 Non-profit corporation (may not be a private foundation, even if it has an exemption under Section 501(c)(3) of the Code) or is considered a "church" as defined by the IRS and meets all of 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 in 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, and re-verify every 2 years thereafter.
- 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.

B. Purpose of Incorporation and Service: The Agency (or Parent Agency under which the Agency operates) agrees that it is incorporated to serve the ill, needy and/or infants (minor children 0-18 years old). The Agency also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy and/or infant (minor children), such as publication of a non-profit periodical providing information to members.

C. Distribution without charge: The Agency agrees that it will distribute the products (food and non-food items) obtained from Foodbank free of charge (monetary, volunteer hours, services or otherwise.)

D. Recipients of Distributed products: The Agency agrees that it will only distribute donated products to recipients who qualify as ill, needy and/or infant (minor children 0-18 years old) as defined in IRS code section 170(e)3. The Agency also agrees that it will not distribute donated products to people who do not qualify to receive the products as defined in IRS Code section 170(e)3.

E. Use of Donated Products: The Agency agrees that it will not sell or use donated products in exchange for money, other property or services, including using donated products for the purpose of fundraising programs and events. The Agency also agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax Code Section 170(e)3 and any amendments to the Code (See the Federal Register/Vol. 47, No.21/Monday, February 1982/Rules and Regulations, pp. 4509-4512).

F. Bartering, Selling and Fundraising: The Agency agrees that it will not barter, sell or use for fundraising purposes any donated products obtained from the Foodbank.

3. Release of Liability: Agency (Donee) agrees that:

- A. Donee will receive assorted foods from Foodbank of Santa Barbara County.
 - B. Donee warrants that this food will be duly inspected upon receipt and all items are accepted in “as is” condition.
 - C. Donee hereby warrants, represents and guarantees as follows:
 - i. It has been awarded the status of a 501(c)3 which is not a private foundation.
 - ii. Food is accepted “as is.”
 - iii. Foodbank, Feeding America and the original donor expressly disclaim any implied warranties of merchantability or fitness of any particular product.
 - iv. That there have been no express warranties in relation to this food or service.
 - v. Donee releases Foodbank, Feeding America, and the original donor from any and all liability resulting from the condition of the food (whether purchased by or donated to Foodbank or Agency) or procedure through which it is donated and further agrees to indemnify and hold harmless Foodbank, Feeding America, and the original donor against any and all liabilities, damages, losses, claims, causes of action and suits of law or equity or any obligation whatever arising out of or attributed to any action of said charity or any personnel employed by or any action as a Volunteer for said charity in connection with its storage, transportation and use of purchased or donated food.
 - vi. Donee will use food items only in a use related to its tax exempt purposes and solely for feeding of the ill, the needy, or infants.
 - vii. Donee will neither offer for sale, sell, transfer, nor barter the food items supplied by the Foodbank in exchange for money, property, or services.
4. **Foodbank Warehouse:** The Agency agrees that all of its agents will comply with the Foodbank Warehouse Procedures at all times when on Foodbank premises.
5. **Area of Distribution:** The Agency agrees that it will only distribute products received from FOODBANK in Santa Barbara County (or San Luis Obispo County by special written agreement).
6. **Payment of Accounts:** Agency agrees to NET 30, after statement date payment terms for all outstanding invoices and balance.
- A. Agency agrees that Foodbank will establish a credit limit based on similar agencies within the Foodbank network, and this credit limit will be adjusted by the Foodbank on an as-needed basis.

- B. Agency agrees that as a matter of procedure, Foodbank will place a hold on any and all accounts that have outstanding invoices aged over 45 days beyond the statement date.
 - i. For example, all invoices generated in the month of August are due and payable in full by the last day of September, and all overdue accounts are subject to a hold as of October 15th.
 - C. Agency agrees that, should its account be placed on hold due to lack of payment, it will remain so until 14 days after all outstanding invoices are paid regardless of age, and the account is in good standing. Thus, overdue payments against a held account made on October 16th will cause the hold to be removed on October 30th.
 - D. Agency agrees that all submitted payments will include the agency code identifying the program, and the specific invoices to be paid, if less than the full amount due is submitted.
 - E. Agency agrees that Foodbank will, from time to time, provide a credit to the Agency as an incentive and that these funds are to remain with the Foodbank and are not funds for which Agency can receive payment.
- 7. Contact Updates:** Agency agrees that when there is a program or billing change of address or contact person, billing official, email address, or other contact data associated with the operations between Foodbank and the agency, the agency will provide the changes to Foodbank within 14 days of the change taking place.
- 8. Duplicate Invoices:** Agency agrees that, should it require a duplicate invoice for any purpose, agency or its shopping agents will procure the needed documents through the online ordering system (currently Agency Express 3).
- 9. Record Keeping/Reporting:** The Agency agrees that it will maintain adequate books and records and accurately reflect the total amount of product received and distributed (or used), a description of the products and the date of its receipt. The agency also agrees to outline its procedure for determining that the final recipient of the product is ill, needy or infant (minor child , 0-18 years old):
- i. Agency agrees to all reporting requirements associated with the programs under which it operates.
 - ii. Agency agrees to maintain an ongoing record of demographic information during each and every distribution in order to fulfill its reporting requirements to Foodbank. Demographic information requirements are provided within the Agency Handbook.
 - iii. Agency agrees to complete the required Quarterly Reports for each program it operates, by the 5th day of the month following the end of a fiscal quarter for the Foodbank. The Foodbank's fiscal year begins on July 1st.

- 10. Availability of Records:** The Agency agrees to make its books and records, including but not limited, to those which track the receipt and distribution of products obtained from the Foodbank and financial record keeping books available to the Foodbank, with or without notice.
- 11. Local, State and Federal Regulations:** The Agency agrees that it will ensure the donated product conforms to any applicable provisions of the FDC and Cosmetic act (as amended), and any regulations that follow. The Agency also agrees that it will handle products, conforming to all local, state and Federal regulations, and will maintain current licenses as required by local, state and Federal regulations.
- 12. Storage and Handling of Products:** The Agency agrees that it will store, handle and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any regulations that follow.
- 13. Food Safety:** The Agency agrees that at least one staff person be trained in food safety from a food safety training course approved by the Foodbank. Approved trainings are Foodbank Food Safety Training Workshop, ServSafe Certification, National Restaurant Association Certification, and Food Handlers Card, or other safety training curriculums as approved by the Foodbank. The Agency also agrees that if it utilizes food provided by the Foodbank to make meals, their key food service program staff are required to meet local commercial food safety standards. Food Handlers/Food Safety training certifications must be maintained current.
- 14. Donor Stipulations:** The Agency agrees that it will adhere to any and all donor stipulations placed on donated products.
- 15. “As Is” Condition:** The Agency agrees that it will accept all products received from the Foodbank in “as is” condition.
- 16. Shared Maintenance, Transportation and Value Added Processing Fees:**
The Agency agrees to pay any applicable Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees) for the products received from the Foodbank, as listed on invoice(s) signed by Agency representatives upon receipt of product from Foodbank.
- 17. Purchased Product:** The Agency agrees that if it should choose to purchase non-donated product then it will pay any charges and costs associated with that product, as expressed on invoice(s) signed by Agency representatives upon receipt of product from Foodbank.

18. Discrimination: The 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, or sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

19. On-Site Inspections: The Agency agrees to allow representatives of Foodbank, donors and government agencies to inspect and audit all facilities and vehicles where products received from the Foodbank are received, stored, prepared and/or distributed, with or without notice, as deemed appropriate by Foodbank.

20. Authorized Agent: The Agency agrees to have only an authorized agent(s) pick-up or receive products from Foodbank. The Agency also agrees to make known to the Foodbank a list of authorized agents and contact Foodbank when a change is made to that list.

A. Agency agrees that its authorized agent(s) will provide any and all copies of invoices necessary for Agency bookkeeping. In the instance an invoice is lost, misplaced or destroyed, Agency or its authorized agent(s) will utilize the Foodbank ordering and appointment system (Agency Express) to provide a copy of the desired document(s).

21. Access to One Feeding America Member Food Bank: The Agency agrees that it will only receive food from the Foodbank and no other Feeding America Member Food Bank, except by written agreement between the Agency and Foodbank.

22. Liability Release Form: The Agency agrees to execute and submit to Foodbank the Liability Release Form, and any other liability release forms that Foodbank may require at any time.

23. Active/Inactive Agency Designation: The Agency agrees that it will obtain products from FOODBANK at least every 12 months to be deemed an Active Agency. If the Agency becomes inactive, then the Agency will not be allowed to obtain products from FOODBANK. The Agency agrees that it will complete the agency application process again, prior to being reinstated as an Active Agency and allowed to obtain products from FOODBANK again.

24. Termination of Agency Agreement: Foodbank supplies food and non-food items from its warehouses to member agencies. Foodbank may suspend or terminate an agency found to be in violation of Foodbank policies related to the donated food or other products and their distribution, as outlined in this agreement. The Agency or Foodbank can terminate this agreement, with or without cause, at any time. All outstanding balances due to Foodbank will be paid within 30 days of termination by either party.

25. Multiple Locations and Sub-distribution: The agency agrees that it will only receive and store product from Foodbank at multiple locations if: 1. all locations individually meet the requirements of this agreement, 2. have been inspected and, 3. are approved by Foodbank prior to receiving and distributing food. The agency is not allowed to sub-distribute donated product to any organization, agency, partner, or entity other than a qualifying client without expressed written approval of Foodbank.

26. FOODBANK Agency Handbook: The Agency agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by Foodbank Agency Handbook.

The Agency's authorized representative's signature below confirms that the Agency is accepting and agrees to abide by all terms of this agreement, and warrants that s/he is a legally warranted and authorized agent of Agency/Donee, whose name appears below, and by his/her signature does hereby bind Agency/Donee to the terms, conditions, and limitations of this document.

Agency Name and complete address:

Agency Signatures:

Agency's Signature (must be signed by the highest authority in the organization that is responsible for any and all actions of the organization, generally the Executive Director)

Date

Print Name of representative who signed this agreement

Billing Point of Contact and Address, complete with phone and email:

FOODBANK Signatures:

Authorized Foodbank Name (Print and Signature)

Date



Agency Suspension and Termination Policy

Foodbank of Santa Barbara County supplies food and non-food items from its warehouses to member agencies. Foodbank may suspend or terminate an agency found in violation of Foodbank's policies related to the donated food or other products and their distribution.

A. Violations

The following is a list of violations, offered as examples, which subject an agency to suspension or termination.

1. Exchanging or selling Foodbank provided food or other products for money, property, or services.
2. Removing Foodbank provided food or other products from an on-site program for private use.
3. Using Foodbank provided food or other products in a manner that is not related to the exempt purposes of the Feeding America, of which Foodbank is a member.
4. Failing to make or repeated delinquency in reimbursement of handling costs.
5. Improperly stockpiling and/or storing Foodbank provided food or other products.
6. Failing to complete required reporting documents in a timely fashion.
7. Violating the Basic Agreement between the Foodbank and the agency.

B. Investigation

Foodbank will immediately investigate allegations that an agency has engaged in conduct which could subject it to suspension or termination. A written report will be prepared after the investigation where a violation has been found. The Executive Director of Foodbank is authorized to take remedial action short of suspension or termination.

C. Procedure

The following procedure will be followed when suspension or termination is considered.

1. An agency shall be given 15 calendar days written notice that it may be subject to suspension or termination at the end of that period. The agency will also be informed in writing of the reasons for the proposed action.
2. To appeal the proposed action, the agency must contact the Executive Director of Foodbank in writing within 7 calendar days. Otherwise, the proposed action becomes final.
3. Once the agency commences an appeal, it will be given the opportunity to provide written statements and make an oral presentation to Board Members and the Executive Director of Foodbank. Time for the presentation shall be scheduled at least five days before the effective date of the proposed action.
4. The decision of the Board Members on the appeal is final.

D. Emergency Procedure

With the concurrence of the President or Vice-President of the Board of Directors, the Executive Director of the Foodbank has the authority to immediately suspend or limit participation of any agency, if the agency's violation is so serious as to warrant immediate suspension. To appeal the action, the agency must notify the Executive Director in writing within 7 calendar days, and a hearing date will be set within the next seven calendar days from receipt of the agency's appeal.



Warehouse and Shopping Guidelines

I. Scheduling and No-Show Policy

- a. All shopping appointments are limited to 30 minutes from the beginning of your scheduled appointment time. If you feel your agency requires more than 30 minutes to shop, you are required to submit an order at least 24 hours prior to pick-up.
- b. Please schedule your shopping appointment 24 hours in advance. This helps us prepare for your needs and provide you the time you deserve.
- c. If you arrive late for a scheduled appointment, you may be asked to reschedule. In addition, if your agency arrives late, or doesn't show at all, to 3 appointments over a 3 month period, the Foodbank reserves the right to put your Agency on product hold for a minimum of 1 month. If you expect to be late or are unable to make an appointment, please contact Agency Relations to avoid violation of our no-show policy.

II. Warehouse Safety

- a. Shopping at the Foodbank is for authorized agency representatives only.
- b. No one is allowed in the Foodbank warehouse (including cooler, freezer, and sorting area) unless accompanied by a Foodbank representative.
- c. No more than two agency representatives (at a time) are allowed to shop.
- d. No loitering in the warehouse and parking lot.
- e. No cell phone use while in the warehouse.
- f. Loading of your agency shopping cart and vehicle is the responsibility of the agency. Please bring appropriate number of vehicles and personnel needed to load and transport your product.
- g. Children are not allowed in the warehouse or allowed to shop with agencies.

III. Agency Guidelines

- a. Agencies must not directly, or indirectly, sell or charge for any food obtained through the Foodbank. Foodbank food cannot be used for fundraising purposes.
- b. Under no circumstances can Foodbank items be used for personal use, or to feed staff and/or volunteers. All Foodbank items are intended exclusively for the clients of member agencies, per the agency agreement. **Any violation of this policy will result in immediate suspension.**
- c. Please return your banana boxes, crates and pallets to designated area in a neat and orderly manner.



Handling Fee Schedule

Purpose: The handling fee allows participating agencies to help share the expense incurred by the Foodbank in transporting, storing, and distributing product in a safe and equitable manner. Without a handling fee, the Foodbank would not be able to acquire the quantity and variety of foods we need to have on hand for distribution to our member agencies.

Description: The handling fee is not a charge for the product itself, but a fee for handling the products. This is in accordance with IRS tax specifications, under the 170(e) 3 regulation. Such a fee can be charged to agencies, but cannot be passed along to the end user of services as determined by the charitable purpose of that agency. That is, charges incurred by the agency receiving food cannot be passed on to the consumer of the products.

Billing: Agencies will be billed on a monthly basis for handling fees incurred the previous month, payable upon receipt. Please **retain all of your distribution invoices** so that you can confirm and reconcile your account. Along with your payment, please include your Agency Number, as well as the numbers of the invoices you wish to pay down. The easiest way to do this is to include a copy of your statement with your payment.

Fee Schedule:

- General Handling fee: **\$.15 per pound**
- Fresh produce: **Free of charge**
- Dairy: **Free of charge**
- Milk: **Free of charge**
- Bread and pastries: **\$.06 per pound**
- Food Drives: **Free of charge**

The handling fee may be lowered or raised at the discretion of the Foodbank's Board of Directors. If it is raised this is due to the Foodbank incurring a greater expense to bring product into our distribution area.