

AGENCY AGREEMENT

This agreement is between (Agency name) City of Commerce

located at (Distribution address) 2555 Commerce Way Commerce, CA 90040

and the Los Angeles Regional Food Bank ("Food Bank") located at 1734 E. 41st Street Los Angeles, California 90058.

The Agency agrees:

1. To have current ruling Letter of Determination from the Internal Revenue Service IRS 501 (c)(3) (not a private 501c3 foundation) and California Franchise Tax Board 2370(1)(d) verifying tax exempt status. Agency acknowledges that it intends to comply with the restrictions on the receipt, use, and transfer of donated property, as described in Section 170(e) and any amendments to the code.
2. To provide the Food Bank with copies of documents described above.
3. To serve the needy, ill, or infants as defined by IRS Code Section 501(c)(3) and tax court interpretations (In California, infants include individuals up to the age of 18).
4. To be licensed by the state, county, and/or city according to the service(s) that the agency provides.
5. To abide by all applicable federal, state and local laws, rules and regulations regarding the safe and proper handling of donated goods.
6. To ensure that the donated food and other product conforms to any applicable provisions of the Federal Food, Drug and Cosmetic Act (as amended) and any regulations that follow. Agency must store and distribute food and other product in a manner consistent with the Federal Food, Drug and Cosmetic Act (as amended) and its regulations.
7. To adhere to additional donor stipulations as requested.
8. Not to discriminate in the provision of service, against any person because of race, color, citizenship, religion, national origin, ancestry, age, marital status, disability, sex, sexual orientation including Gender identity, unfavorable discharge from the military or status as a protected veteran.

9. To ensure that the agency and its representatives treat all clients, volunteers, staff, and Food Bank representatives in a professional manner in demeanor, language, and actions.
10. To give (at no charge) food and other items obtained from the Food Bank directly to agency's clients regardless if agency paid shared maintenance fees or purchased items from the Shop, Smart and Save program. Agency can not request or require donations from clients. Agency can not request or require clients to exchange service time for food or other items received from the Food Bank.
11. To ensure that agency staff and/or volunteers only receive food and other items obtained from the Food Bank if they are considered low-income. Staff and/or volunteers receive the same food items and number of food items as all other clients. Staff and/or volunteers will not receive preferential treatment and are not allowed to select their own items.
12. Not to directly or indirectly sell, exchange, barter, transfer or charge a fee of any kind for food or other items received from the Food Bank. Not to share food or other items received from the Food Bank with any other non-profit or religious organization without prior written approval from the Food Bank.
13. Not to proselytize in conjunction with the agency's food distribution.
14. To keep documented records (e.g. Food Bank invoices, temperature logs, reports, and sign-in sheets) as to the use of food and other items received from the Food Bank and participants served. These records must be kept at the agency site for four years and are subject to periodic review by representatives of the Food Bank, food donors, and appropriate government entities.
15. To pay shared maintenance fees and/or other fees as specified by the Food Bank for food and/or other items within 30 days of invoice. All shared maintenance fees and/or other fees can be paid only using an agency check or agency credit card. The Food Bank does not accept cash, personal checks, or any other form of payment towards the agency account.
16. To inform the Food Bank in writing of any changes of name, address, telephone number, type of service, stated purpose, or contact person before change takes effect.
17. To permit periodic on-site inspections by the Food Bank's representatives at Food Bank discretion with or without notice. To permit periodic on-site inspections by food donors or government agencies with or without notice. If an agency is not distributing food according to their established distribution schedule on two or more visits from the Food Bank, the agency account will be subject to suspension and/or termination.
18. Not to violate food safety or distribution policies. If notified by the Food Bank, of any violation(s) the agency will need to submit a corrective action plan in writing and will need to correct the violation(s) before it is allowed to receive food and/or other items from the Food Bank.

19. To adhere to the Food Bank's established pick up schedule and procedures using only authorized agency representatives to pick up food and other items at the Food Bank's warehouse.
20. To provide and utilize cold and dry storage space to ensure the integrity of the food until it is used and/or distributed. Agency will store food and other items received from the Food Bank at the agency's distribution location unless otherwise approved in writing by the Food Bank. The temperature of all cold storage units must be maintained using appropriate thermometers. Temperatures must be recorded on temperature log.
21. To obtain food from only one Food Bank affiliated with Feeding America.
22. Not to distribute food and other product received from the Food Bank outside of Los Angeles County.
23. To obtain and keep in force a liability insurance policy naming the Food Bank as an additional insured. To execute and deliver to the Food Bank any liability releases that the Food Bank may require.
24. To send an agency representative to Food Bank sponsored meetings.
25. To support the Food Bank efforts in the outreach and promotion of CalFresh, nutrition education, and other programs.
26. If agency does not use the Food Bank for a period of sixty (60) consecutive days, it is subject to termination, unless permission to continue Food Bank participation is granted by the Food Bank in writing.
27. To give thirty (30) days written notice of intention to terminate Food Bank participation.
28. When applying to the Food Bank, to send a \$50.00 application processing fee. An agency check must be made out to the Los Angeles Regional Food Bank.
30. To abide by any additional policies, procedures and record keeping requirements of the Los Angeles Regional Food Bank.

For Agency designated as a "Food Pantry":

31. Food pantry agrees to serve the general public and hold food distribution(s) as stated on their submitted distribution agreement. Food pantry's distribution schedule is considered public information and will be shared appropriately with the public and other agencies.

32. Food pantry agrees to serve clients who live outside its service area once and to then refer clients to the 211 LA County hotline or website (211la.org), Food Bank or appropriate pantry servicing the client(s)' area. Food pantry agrees to post service area, client requirements and distribution information during every distribution.
33. All pantries are required to submit a monthly service report for the previous month. Reports are due based on program requirements.
34. Food pantries must have at least one agency representative certified as a California Food Handler. Agency must provide a copy of the California Food Handler certificate to the Food Bank.
35. Pantries that distribute once per month are required to distribute food for a minimum of two hours. Pantries that distribute more than once per month are required to distribute food for a minimum of one and a half hours during each distribution.

For Agency designated as an "On-Site Agency":

36. On-Site agency must have at least one agency representative who is a Certified Food Handler. Agency must provide a copy of the Certified Food Handler certificate to the Food Bank.

ANY VIOLATION OF THIS AGREEMENT MAY SUBJECT AGENCY TO IMMEDIATE SUSPENSION OR TERMINATION.

******* I Accept and Agree to All of the Terms *******

For Agency:

Chief Executive (e.g. Executive Director, Board President, Pastor, etc.) Date

Print Name of Chief Executive

Print Title

For Los Angeles Regional Food Bank:

Michael Flood, President/CEO (or designee)

Date