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MEMORANDUM OF AGREEMENT

Made and executed between The Idaho Foodbank, hereinafter referred to as "the Foodbank." and _____, a 501 (c)(3) charity hereinafter referred to as "Agency", to enable the Foodbank to donate certain foods and related items as available to the agency.

THE IDAHO FOODBANK REQUIREMENTS

1. The Foodbank will follow a solicitation policy to protect the Agency's prior working relationships with food donors. If a donor who has previously donated regularly to the Agency now becomes a donor to the Foodbank, the Agency shall receive at least as much of the product as is necessary to maintain their services.
2. The Foodbank shall maintain a written inventory of all donations received. This inventory record shall include the name of the Agency/donor, name of product, and clear identification of each donation so that it may be traced and recalled if necessary.
3. The premises of the Foodbank will be accessible for inspection during normal working hours upon reasonable notice by Agency and/or donors.
4. The Foodbank will follow a distribution policy to insure equitable distribution of donations to the various regions of the state and to the Agencies within each region.
5. The Foodbank will follow an active policy of agency development and retention to assure the highest quality system of service to the end user.
6. The Foodbank will distribute all donations as soon as possible to provide maximum palatability and freshness.
7. The Foodbank and the primary donor specifically disclaim any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all donated items.
8. If an agency ceases to operate their food program, the Foodbank will assume possession of all unused product distributed by the Foodbank and return it to The Idaho Foodbank warehouse for evaluation and re-distribution.

AGENCY REQUIREMENTS

1. Agency must be a 501(c)(3) charitable organization or equivalent and must provide a copy of its I.R.S. Letter of Determination to the Foodbank.
2. Agency must be incorporated for the purpose of serving the needy.
3. Agency will use the donated food only in a use related to its exempt purpose and solely for the feeding of the needy and be in compliance with IRS Section 170(e) 3¹.
4. The Agency will follow a solicitation policy to protect the Foodbank's prior working relationships with food donors. If a donor who has previously donated regularly to the Foodbank now becomes a donor to the Agency, the Foodbank shall receive at least as much of the product as is necessary to maintain their services.
5. Agency will distribute products received from the Foodbank free of charge to the needy and will neither offer for sale, sell, transfer nor barter the items supplied by the Foodbank in exchange for money, other properties or services.
6. Agency must assure the Foodbank that all items received will be duly inspected by a qualified member of their staff and found fit for human consumption, or they will not be distributed². All items are accepted in "as is" condition.
7. Agency will utilize employees or volunteers having sufficient training, experience and expertise in the evaluation, handling, preparation and feeding of donated items to safely and properly judge, handle, prepare and feed them. Employees and volunteers of Agency should have Safe Food Handling Certification.

¹ Available upon request.

² To assist in the satisfactory inspection, it is highly recommended that each agency have an employee or volunteer with Safe Food Handling Certification conduct the review. The Idaho Foodbank will offer training in product inspection and safe storage of food a minimum of annually and will assist agencies in pursuing Certification.

8. Agency accepts full responsibility for maintenance of the purity and fitness for human consumption of any and all items accepted from the Foodbank, which includes appropriate product disposal, as necessary.
9. Agency hereby assures the Foodbank and the primary donor that it will hold them harmless from any and all liabilities, claims, losses, causes of action, suits of law or inequity, or any obligation whatsoever arising out of or attributed to any action by Agency in connection with its storage and/or use of the items supplied to it by the Foodbank³.
10. Any restrictions placed on the use or distribution of products by the primary donor, such as the restriction of food to use in meals prepared on the premises of the Agency organization, will be strictly adhered to. The Foodbank will label all such items.
11. Agency will abide by all policies and procedures and record keeping requirements established by the Foodbank. Records must include all products distributed. Agency must maintain a file of all receipts from the Foodbank for three years.
12. Food will be distributed on a nondiscriminatory basis with respect to age, sex, race, religion, sexual preference or national origin.
13. All Agencies are required to check off items and case-counts as they are loaded. Signature on final loading transfers responsibility for accuracy to the agency upon leaving the warehouse and will be deemed to be attestation to accuracy.
14. Agency agrees to the timely payment (within 30 days of receipt of the monthly billing statement) of all fees and/or dues as identified in monthly statements. Agency understands that failure to provide timely payment may result in termination of privileges to utilize Foodbank services and products.
15. Agency agrees to allow the Foodbank to conduct an initial monitor of facilities prior to approval of application.
16. Agency agrees to allow the Foodbank to monitor the agency storage facility and records every two years or more frequently if deemed necessary by the Foodbank. Monitors include reviews of facility, records, and results of local and state regulatory inspections.
17. Agency agrees to the timely arrival and departure for all scheduled appointments at Foodbank facilities.
18. Agency agrees to assignment of a paid or unpaid staff person to the role of "coordinator" with the Foodbank. This person will serve as the Agency contact person for matters involving food orders, receipt of product and payment of any billing statements.
19. Agency agrees to notify the Foodbank in writing of any staffing or procedural changes that effect this agreement or their working relationship with the Foodbank or services to low-income people.
20. Agency agrees to provide signage at their facility notifying the public of their days and hours of operation.
21. Agency agrees that food in their possession is not their property but that of the intended end-user and that food not distributed to the needy must be returned immediately to the Foodbank at the termination of this agreement.

Either party may terminate this agreement for any reason upon giving 30 days prior written notice. This agreement may be terminated immediately if either party determines the other party is not fulfilling the terms of this contract.

The undersigned hereby signify that they are authorized representatives of the respective agency named below and that by their legal signatures do hereby bind the respective agency to the terms, conditions and limitations of this Memorandum of Agreement.

Date this _____ day of _____, 20____

(Signature of authorized Agency Representative)

(Title)

(Name and address of Agency organization)

(Signature of The Idaho Foodbank Executive Director)

³ Copies of the Bill Emerson Good Samaritan Act are available upon request along with pertinent Idaho laws