



Dear Food Distribution Program,

Thank you for your interest in Food Bank of the Rockies (FBR)! We would like to learn more about your organization and how we may be able to work together to ***Fight Hunger and Feed Hope*** through our food distribution programs.

All applicants must currently be providing or in the process of implementing a program to provide food assistance to the ill, needy or infants (children under 18 years of age). The enclosed packet contains a complete description listing of FBR's hunger relief programs for your review and selection(s).

The application process, which typically takes 4-6 weeks, is outlined below.

- Application is reviewed and assessed by FBR Programs Outreach Manager and then forwarded to the appropriate Division, based on clientele served.
- Some service areas may have adequate coverage with existing hunger relief Partner agencies. In such case, your application will be placed on a wait list and/or you will be contacted to discuss alternative options to assist the area with hunger relief.
  - *FBR may request your organization to assist another hunger relief Partner Agency in the same area or request your participation in assisting with unserved seniors and children in the area.*
- FBR Staff will contact you to schedule an appointment to visit your organization. The site visit is to confirm the program information you've provided, inspect food storage/food prep areas, and offer suggestions on distribution processes. Additionally we will review FBR procedures and compliance regulations.
- Application and completed site visit review forms will receive a final review by Programs Management for FBR Agency Partnership approval.
- Your organization will receive a letter of approval or denial.

Thank you again for your interest, and please do not hesitate to call us, if you have any questions.

PLEASE MAIL, EMAIL OR DELIVER TO THE APPROPRIATE FOOD BANK OF THE ROCKIES LOCATION (please retain a copy):

**In Denver Metro or Eastern Counties:**

Food Bank of the Rockies  
Attn: Chris Taylor  
10700 E. 45th Avenue  
Denver CO 80239  
303.375.5830  
christaylor@foodbankrockies.org

**In Western Slope:**

Western Slope Food Bank of the Rockies  
Attn: Jill Heidel  
120 North River Road  
Palisade, CO 81526  
877.953.3937 ext 4210  
jheidel@foodbankrockies.org

**Wyoming organizations:** Please access WYFBR application by visiting [wyomingfoodbank.org](http://wyomingfoodbank.org) or call 877.265.2172



## MISSION STATEMENT

*Food Bank of the Rockies' mission is to end hunger by efficiently procuring and distributing food and essentials to people in need through our Partner agencies in Northern Colorado and Wyoming.*

### The application packet includes:

1. Program Descriptions
2. 501(c)3 Determination Letter - *Sample*
3. ASF Description
4. Program Budget Form\*
5. Application Form\*

Your completed application must include the above and below\* items with original signatures. Please include the below items (when applicable):

A photocopy of your IRS / US Dept. of Treasury Letter of Determination which states your 501(c)3 tax-exempt status \*

Board Member Listing & Contact Info\*

A Colorado Sales Tax Exemption Certificate \*

Copy of Health Inspection (when applicable)

Copy of Food Handler Certifications (if available)

Any descriptive material or pamphlets on your organization

For more information regarding Food Bank of the Rockies, please visit [www.foodbankrockies.org](http://www.foodbankrockies.org)

Updated July 2019



# FOOD BANK OF THE ROCKIES' PROGRAMS

## Households - Families & Individuals (Includes Children & Seniors)

**Partner Agency Program:** FBR's warehouse is the central distribution program providing food and essentials to more than 700 hunger-relief programs in Metropolitan Denver, Northern Colorado, the Eastern Plains and Western Slope. These hunger relief programs range from small faith based food pantries to large charities serving hundreds of clients daily. Partner Agencies may choose from a variety of available food and household items by contributing an Agency Support Fee (ASF) of \$0.14/pound. FBR does offer perishable product (produce, bread and dairy) at no fee bringing the Partner Agency's contribution average to \$0.04 /pound.

**TEFAP Program:** The Emergency Food Assistance Program (TEFAP) is a USDA program to help supplement the diets of low-income individuals, by providing them with emergency food at no cost. FBR Partner agencies are able to subsidize their food pantry and/or soup kitchen inventory with food products such as, canned fruits/vegetables, starches (rice or potatoes), juice, cereal, frozen meat and fresh produce. These items are then distributed to clients seeking food assistance in the form of food boxes and/or a prepared meal. There is no ASF assessed to the Partner Agency for participation in this program.

## Children Only

**Kids Cafe Programs:** Kids Café is FBR's meal program designed specifically for children at risk of hunger. After-school and summer, free hot meals (prepared in our community kitchen) or shelf stable packaged meals distributed from our warehouse are provided. In order to meet the needs of more children, FBR also provides healthy, USDA approved snacks to children at afterschool programs to help them focus and grow. There is no ASF assessed to the Partner Agency for participation in this program.

**Totes of Hope™:** Totes of Hope™ was created in 2006 to assist children with nutritious kid-friendly food to sustain them over the weekend when school is not in session. Every Friday, children take home a tote filled with 7-9 pounds of nutritious food items and return the empty tote the following Monday to be refilled for the following Friday. For many of these children, the totes are their main source of food on Saturday and Sunday. There is no ASF assessed to the Partner Agency for participation in this program.



# FOOD BANK OF THE ROCKIES' PROGRAMS

## Seniors Only

**CSFP Program:** The Commodity Supplemental Food Program (CSFP) is a USDA program designed to improve the health of low-income people at least 60 years of age, by supplementing their diets with nutritious foods. Eligible seniors receive a monthly food box consisting of non-perishable protein, milk (powdered or UHT), juice, cereal, canned or dried fruits and vegetables and refrigerated cheese. FBR has several distribution sites throughout the Metro Denver area, staffed by our team. We also utilize Partner agencies to act as "host" sites to assist in outreach, certification and distribution of CSFP food boxes monthly to ensure no senior goes hungry. There is no ASF assessed to the Partner Agency for participation in this program.

For additional Program information (site and client eligibility), please visit:  
[www.foodbankoftherockies.org](http://www.foodbankoftherockies.org), click on Programs

*"USDA is an equal opportunity provider and employer."*

# SAMPLE 501(c)3

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 18 2014

Employer Identification Number:  
46-3000000  
DLN:  
26053633002454  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
October 1, 2013  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

sample  
501(c)(3)

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436





## **FOOD BANK OF THE ROCKIES**

### *Agency Support Fee*

#### **WHAT IS AN AGENCY SUPPORT FEE? (ASF)**

Agency Support Fees are contributed to Food Bank of the Rockies by Partner Agencies in return for services provided to them by the Food Bank. The ASF helps cover the cost of distributing the food, such as transportation, refrigeration, warehousing, etc... not cost of the food. FBR does not sell its product to Partner Agencies. The ASF contribution helps with operational overhead. The current ASF ranges from 0 - 14¢ per pound.

Each Agency contributes for warehouse product on a per pound basis. The IRS has ruled that an ASF is permitted if charges are not passed along to end users and the fee is not based on the value of the product. However, the persons receiving the food are never charged for the food.

#### **WHY ARE AGENCY SUPPORT FEES NECESSARY?**

Food Bank of the Rockies is a non-profit food distribution center with the capability of receiving, storing, and distributing dry, refrigerated, and frozen food and grocery products. These products must be handled safely and professionally. Although handling products in a professional manner is part of what causes overhead, it is also what ensures the safety of the food.

Besides safe food handling and good warehouse sanitation practices, other costs supported by the fee include transportation, record keeping and product tracing. Although the product is donated, the freight costs are not.

The Food Bank covers the rest of the expenses with donations from corporate and foundation grants, special events, and individual contributions. FBR also depends heavily on volunteers to assist with every aspect of Food Bank operations.

Agency Support Fees enable a community to operate one food distribution system, thereby saving individual charities the high cost of storage, personnel and transportation, which would be required to receive large food donations directly. The cost efficiencies achieved through the Agency support system allow agencies to spend more of their funds providing specialized services to their clients, rather than on expenses associated with food procurement.

**Our Partner Agencies support the operation of FBR with an Agency support fee ("ASF") up to the current FBR/Feeding America specified rate per pound for product received, payable at the time of pick up by check, credit card or debit card or via approved and current charge account. For more information on applying for a charge account, call 303.371.9250.**

Updated July 2019

**BUDGET FORM TO BE SUBMITTED WITH APPLICATION:**

<b>Program Name:</b> _____ <b>Program Budget Form for fiscal year</b> _____ <b>to</b> _____ <b>(mo/day/yr)</b>		
<b>INCOME</b>		
<b>Support</b>	<b>Amount</b>	
Government grants	\$	
Foundations	\$	
Corporations	\$	
United Way or other federated campaigns	\$	
Individual contributions	\$	
Fundraising events and products	\$	
Membership income	\$	
In-kind support	\$	
Investment income	\$	
<b>Revenue</b>		
Government Contracts	\$	
Earned Income	\$	
Other (specify)	\$	
Other (specify)	\$	
<b>Total Income</b>	\$	
<b>EXPENSES</b>		
	<b>Amount</b>	<b>\$FT/PT</b>
Salaries and wages (breakdown by individual position and indicate full- or part-time.)	\$	
	\$	
	\$	
	\$	
Insurance, benefits and other related taxes	\$	
Consultants and professional fees	\$	
Travel	\$	
Equipment	\$	
Supplies	\$	
Printing and copying	\$	
Telephone and fax	\$	
Postage and delivery	\$	
Rent and utilities	\$	
In-kind expenses	\$	
Depreciation	\$	
Food Expenses (for program only – do not include entertainment or travel food expenses)	\$	
Other (specify)	\$	
Other (specify)	\$	
Other (specify)	\$	
<b>Total Expense</b>	\$	
<b>DIFFERENCE (Income less Expense)</b>	\$	

# Program Application

## I. ORGANIZATION INFORMATION

Date: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Mailing/Billing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_ County \_\_\_\_\_  
(Must include last 4 digits)

Address of Food Storage/Distribution Facility:

*\*Submit separate listing of all storage and food distribution addresses, if more than one location.*

City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_ County \_\_\_\_\_  
(Must include last 4 digits)

Director Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Director Email: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Liability Insurance Carrier: \_\_\_\_\_

How long has your organization been in operation? \_\_\_\_\_

Have you been a past FBR Partner Agency? Y                      N  
If yes, list year(s) of past Partnership: \_\_\_\_\_

Is your organization an affiliate of a larger organization? Y                      N

If yes, list name and address of this organization. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_ County \_\_\_\_\_  
(Must include last 4 digits)

Does your organization possess a 501(c)3/Public Charity Status? Y - N

*\*If yes, submit copy of IRS Determination letter with application.*



## II. Key & Authorized Personnel

Food Program Contact Name: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Food Program Contact Email: \_\_\_\_\_

### FOOD PICKUP & ORDERING AUTHORIZATION

List up to 4 people who are authorized to pick up & order food product from FBR on behalf of your organization:

1	_____	_____	_____
	<b>Name</b>	<b>Email</b>	<b>Phone</b>
	_____	_____	_____
	<b>Address</b>	<b>City, State</b>	<b>Zip</b>
2	_____	_____	_____
	<b>Name</b>	<b>Email</b>	<b>Phone</b>
	_____	_____	_____
	<b>Address</b>	<b>City, State</b>	<b>Zip</b>
3	_____	_____	_____
	<b>Name</b>	<b>Email</b>	<b>Phone</b>
	_____	_____	_____
	<b>Address</b>	<b>City, State</b>	<b>Zip</b>
4	_____	_____	_____
	<b>Name</b>	<b>Email</b>	<b>Phone</b>
	_____	_____	_____
	<b>Address</b>	<b>City, State</b>	<b>Zip</b>

How many staff/volunteers help you operate your food program?

Staff \_\_\_\_\_ Volunteers \_\_\_\_\_

Staff total weekly hours: \_\_\_\_\_ Volunteers total weekly hours: \_\_\_\_\_

Does your organization have an active board? Y \_\_\_\_\_ N \_\_\_\_\_

If yes, how often do they hold board meetings? \_\_\_\_\_

***\*Please submit a list of Board Members and contact information.***

### III. Organization Services & Client Information

Please describe your organization's purpose/mission statement:

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1. Please define the geographic area or boundaries your organization serves:

Are there restrictions on where clients reside? Y      N

*Example: Clients must reside in designated zip codes or street boundaries to be eligible for assistance.*

2. If a religious organization, is your food assistance program open to non-church members? Y   N

3. How does your organization notify the public about your hunger relief program?

Check all that apply:

Signs on property       Website       Radio       Newspaper

Other: \_\_\_\_\_

4. Who are your clients?

Client Demographic

\_\_\_% African American    \_\_\_% Asian    \_\_\_% Caucasian    \_\_\_% Hispanic    \_\_\_% Other

\_\_\_% American Indian or Alaska Native    \_\_\_% Native Hawaiian or Pacific Islander

Check Clients served by your hunger relief program. Check only one:

Children Only (0 – 18 years of age)       Seniors (60+ in age)

Households/Families (includes children & seniors)

Check boxes reflective of your food program. Check all that apply:

Shelter       Soup Kitchen       Pantry       Other \_\_\_\_\_

Are 50%+ of the clients served considered low income and/or participating in government assistance programs? Y – N

*\*Examples of assistance programs: WIC, SNAP, LEAP, TANF, etc.*

5. How will your organization determine if a client is eligible for your food program? Check all that apply:

Photo ID       Proof of Income       Proof of Address       Intake/Counseling Process

Other: \_\_\_\_\_       None of the above

6. Please list non-food services your organization provides to clients:

Clothing       Rent Assistance       Medical/Prescription

Utility Assistance       Fuel Vouchers/Bus Tokens       After School Activities

Life Skills Classes       Other: \_\_\_\_\_

#### IV. FINANCES

*\*Please complete and submit the attached Organization/Food Program Budget form. You may submit your Organization's budget form in place of the template provided.*

1. How is your food program funded? Check all that apply:

- Donations (Congregation/Private Funders)                       Events/Fundraisers  
 Grants                       Organization Budget                       Food Drives

Other: \_\_\_\_\_

2. Of the above funding methods, how often did you conduct/apply during your last fiscal year?

\_\_\_\_\_ # of Grants applied for

\_\_\_\_\_ # of Events/Fundraisers conducted

\_\_\_\_\_ # of Food Drives conducted

Explain how you outreach and raise awareness for private donations?

\_\_\_\_\_

3. Will you charge clients for your food program? \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

4. What will be your annual food budget? \$\_\_\_\_\_

5. Please break down by % your anticipated food resources to support your program:

\_\_\_\_\_ % Food Drives & Food Donations

\_\_\_\_\_ % Grocery Rescue (donated product picked up from local retailers)

\_\_\_\_\_ % Vendors (purchased from local retailers)

\_\_\_\_\_ % Food Bank of the Rockies

\_\_\_\_\_ % **Total of all above percentages to equal 100%**

#### Outreach & Media

1. Please check all forms of outreach that applies:

Organization website address: \_\_\_\_\_

Social Media: Facebook    Twitter    Instagram    Snapchat    Other: \_\_\_\_\_

2. Are you currently using a database for client tracking/ intake?     Yes     No

a. If yes, which system are you currently using? \_\_\_\_\_

b. For Pantries and Onsite Meal Programs: Are you willing to implement our database Link2Feed?

Yes     No



## VI. "ON SITE" FOOD PROGRAM

If clients are consuming food product "on site" in the form of hot/cold meals or snacks, please complete this section.

1. Is an on-site feeding program currently in operation? Y - N

If yes, since when? \_\_\_\_\_

2. What types of meals are being consumed? Check all that apply:

Hot Meal  Cold Meal (Packaged)  Snack  Other: \_\_\_\_\_

3. Which days and hours will you serve meals?

	Snack	Breakfast	Lunch	Dinner	Frequency
	List Hours of Distribution				
<i>Example/Sunday:</i>			11:30-12:30		weekly
<b>Sunday</b>					
<b>Monday</b>					
<b>Tuesday</b>					
<b>Wednesday</b>					
<b>Thursday</b>					
<b>Friday</b>					
<b>Saturday</b>					

4. Are the meals served **only** seasonally or during holidays? Y N

If yes, list holidays or seasons: \_\_\_\_\_

*\*Example: Summer camps, snacks at community festivals | Thanksgiving outreach, Holiday meals\**

5. How many clients will be fed at each serving period?

\_\_\_\_Snacks \_\_\_\_Breakfast \_\_\_\_Lunch \_\_\_\_Dinner

6. Do clients contribute a fee in which to partake in the meal? Y N

If yes, please explain: \_\_\_\_\_

7. Has the Health Department inspected your facilities? Y N

If yes, date of last inspection: \_\_\_\_\_

**\*\*Please submit copy of last inspection form with application.**

8. Name of person in charge of food preparation: \_\_\_\_\_

9. Has this person had food handling training? Y N

11. Do any of the food preparers have a Food Handlers Card/certification on file? Y N

Name: \_\_\_\_\_ Date expires: \_\_\_\_\_

Name: \_\_\_\_\_ Date expires: \_\_\_\_\_

**\*\*Please submit copies of Food Handlers certification, if available.**

## VII. "FOOD BOX" FOOD PROGRAM

If clients are receiving food product to take home for preparation and consumption, please complete this section.

1. Is a food pantry program currently in operation? Y - N

If yes, since when? \_\_\_\_\_

2. Which days and hours will clients be able to receive food boxes?

	List Hours of Distribution			Frequency
	Morning	Afternoon	Evening	
<i>Example/Monday:</i>	9:00 - 12:00	1:00 - 4:00	5:00 - 7:00	<i>Every 4th week</i>
<b>Sunday</b>				
<b>Monday</b>				
<b>Tuesday</b>				
<b>Wednesday</b>				
<b>Thursday</b>				
<b>Friday</b>				
<b>Saturday</b>				

3. How many unduplicated households will be served monthly? \_\_\_\_\_

How many unduplicated individuals will be served monthly? \_\_\_\_\_

*Example: Household "A" visits your food pantry every Thursday. Household "A" is only counted one time for the month.*

4. How often can an individual access your food pantry? \_\_\_\_\_

5. Are the food boxes only a seasonal/holiday distribution? Y                      N

If yes, list holidays or seasons: \_\_\_\_\_

*\*Example: Summer camps, snacks at community festivals | Thanksgiving outreach, Holiday meals\**

6. What is most true about your distribution method? Check only one.

Client Choice - (Clients are able to choose ALL items they receive)

Preassembled Boxes - (Clients are handed a box/bag of pre-packed food products - no choice or ability to express dietary needs)

Mix of Client Choice/Preassembled Boxes - (A combination of both styles)

Other Method: \_\_\_\_\_

**VIII. TO BE COMPLETED BY ALL APPLICANTS**

How did you hear about Food Bank of the Rockies?

Check one:

- FBR Website                       FBR Social Media

Referral from another FBR Partner Agency:

Who? \_\_\_\_\_

Other: \_\_\_\_\_

Please check programs your organization would be interested in Partnering with FBR. Refer to pages 3 & 4 for a description of each. Check all that apply:

- Partner Agency  
 TEFAP     CSFP  
 Kids Café (After-school and Summer Programs)  
 Totes of Hope

***Did you remember to include***  
 *Copy of your 501c3 letter?*  
 *Copy of your Sales Tax Exemption Certificate?*  
 *Budget?*  
 *List of Board of Directors?*  
 *Required signatures?*

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**By signing below, we agree that the information provided is complete and accurate to the best of our knowledge:**

\_\_\_\_\_  
Chairperson, Board of Directors – Print Name                      Email \_\_\_\_\_

X \_\_\_\_\_                      Telephone \_\_\_\_\_  
Signature, Chairperson, Board of Directors

\_\_\_\_\_  
Organization Director – Print Name                      Email \_\_\_\_\_

X \_\_\_\_\_                      Telephone \_\_\_\_\_  
Signature, Organization Director

\_\_\_\_\_  
Food Program Director – Print Name                      Email \_\_\_\_\_

X \_\_\_\_\_                      Telephone \_\_\_\_\_  
Signature, Food Program Director



**Agreement between Food Bank of the Rockies, which includes Western Slope Food Bank of the Rockies and Wyoming Food Bank of the Rockies, (hereinafter referred to as FBR) and Partner Agency named below.**

<b>FBR Use Only</b> Date Rec'd _____ by _____  Agency# _____
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<b>Partner Agency Name:</b>	
<b>Partner Agency Site Address (Street, City, State, Zip)</b>	<b>Area Code and Telephone Number</b>

The purpose of this agreement, and any attachments, is to define the services that will be provided to Partner Agency by FBR and the duties and responsibilities of each. FBR's purpose is to collect and re-distribute surplus food and essential items to tax exempt, 501(c)(3) organizations as defined by Section 170(e)(3) of the Internal Revenue Code.

FBR's Mission is to end hunger by efficiently procuring and distributing food and essentials to people in need through our partner agencies in Northern Colorado and Wyoming. The undersigned authorized agents of the Partner Agency agree to and will ensure compliance with the following criteria in order to participate in the FBR distribution program.

**The Partner Agency agrees to:**

1. Meet IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3) and must have 501(c)(3) federal tax exempt status and provide a copy of the IRS tax-exempt letter to FBR and notify FBR of any changes to their tax status. Will not apply to children's State supported programs.
2. Notify FBR in writing within 15 days, when there are any changes to their food program including: location, director, contact, shoppers, and type/size of food program or additional storage or distribution sites. All changes must be approved by FBR staff before continuation of the services called for in this agreement. Note: New PARTNER AGENCY shoppers must attend an orientation session prior to placing or picking up an order.
3. Random monitoring, scheduled and unscheduled, of its food program(s) by FBR staff and/or volunteers appropriately trained by FBR, which will be conducted at a minimum of once every two (2) years and agrees to fully participate and allow FBR trained staff and volunteers full and complete access to facilities, staff Partners, volunteers and clients for FBR/Feeding America research projects as requested. Monitoring may be more frequent for State supported programs.
4. Identify their organization as a Partner of FBR by prominently posting a FBR provided poster, decal, or placard. Additionally, PARTNER AGENCY should include the words "Partner of Food Bank of the Rockies" on any printed materials and media announcements when communicating about their food pantry or meal program. PARTNER AGENCY will not identify themselves as or make representations on behalf of FBR but will clearly identify and clarify they are a "partner of". Upon termination of this Partner Agreement by either Party, the PARTNER AGENCY shall cease to represent itself in any fashion as a Partner of FBR. Within thirty (30) calendar days of termination of agreement, Agency shall take all appropriate actions to remove "Partner of Food Bank of the Rockies" from any printed materials.
5. Not engage in discrimination, in the provision of service against a 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. All clients will be treated with the utmost of respect and courtesy. PARTNER AGENCY is requested to conduct and complete an online Civil Rights training via First Net Learning at no charge. This coursework is required for all State supported programs.
6. Ensure that The PARTNER AGENCY, its employees, its volunteers, and its clients must not sell, transfer, trade or barter any items received from FBR in exchange for money, property, services or otherwise allow the items to enter commercial channels.
7. Not require mandatory donations or suggest the same in any manner whatsoever, require or request volunteer time or participation in any religious activity or service in order to receive food, nor show preferential treatment to clients who do participate, voluntarily donate or volunteer their services.



- 8.** Use the products solely for charitable purposes related to the Partner Agency's mission. FBR product must not be given to staff for personal use, served for general agency or congregation use or be used for fundraising purposes, such as prizes or gifts.
- 9.** Support FBR and Feeding America's mission of closing the Meal Gap by receiving monthly food orders and/or allocations. PARTNER AGENCY may have partnership terminated due to no activity on their accounts. In the occurrence of being inactivated, PARTNER AGENCY will be required to reapply by completing and submitting the FBR Partner Application.
- 10.** Support the operation of FBR with an agency support fee ("ASF") up to the current FBR and Feeding America specified rate per pound for product received, payable at the time of pick up or via approved and current credit account. Not applicable to State supported programs.
- 11.** Pay a service charge plus any costs or other fees incurred to collect unpaid amounts for any check used to pay the agency support fee that is returned to FBR for Insufficient Funds, Account Closed, or any reason.
- 12.** Abide by the policies, procedures and record keeping requirements of FBR, including maintaining annual chronological records of all receipts for products received from FBR. This record must be made available to FBR during monitoring visits and kept on file for three (3) years + current year for auditing purposes.
- 13.** PARTNER AGENCY is required to collect and maintain client served numbers per FBR direction. Selected Partners utilizing Link2Feed (L2F), a client data collection software, agrees to the MOU and EULA agreement; outlining terms of upholding the highest security and ethical standards in regards to client data. L2F is offered and available to selected Partners based on program participation and gap analysis. L2F is offered at no charge to the PARTNER AGENCY.
- 14.** Adhere to additional donor stipulations. Understand that certain food items are restricted for use in ON SITE feeding programs or FOOD BOX programs only. If the PARTNER AGENCY provides ON SITE and FOOD BOX services, they will ensure restricted food items are used in the proper program.
- 15.** Serve directly to clients in the form of meals, distribute items for emergency situations and/or supplemental assistance within FBR's service areas in Colorado or Wyoming. Food assistance programs are offered no cost to the clients.
- 16.** Have adequate storage space and agrees to store all food in a manner that is appropriate given the nature of the various food products to insure wholesomeness until used and/or distributed. FBR prefers food storage facilities to be commercial buildings. PARTNER AGENCY's with residential storage/distribution facilities will be accepted at the sole discretion of FBR.
- 17.** Abide by local, state and federal laws regarding food handling, food safety and storage. PARTNER AGENCY agrees to check FDA recall website via link on FBR website a minimum of once weekly. FBR will make every attempt to notify Partners via email, website and waiting area postings of any FDA recalls or safety issues related to product.
- 18.** Immediately notify FBR whenever it receives notice of any claim of liability with respect to food or any report of illness which may have been caused by food provided by FBR.
- 19.** Keep a minimum of one (1) staff person from each program food safety certified at all times. Food Safety re-certifications are required annually. Certification is available through an online course provided by First Net Learning at no charge, or through outside sources at the Partner's cost. If training takes place outside of FBR, Partner will provide proof of certification, along with the name of the training company and date of course.
- 20.** Notify FBR personnel immediately in the event of an accident involving a designated representative of the PARTNER AGENCY occurring anywhere on FBR premises. Report all injuries (including minor injuries), fill out and sign accident report provided by FBR. Authorized representatives of the PARTNER AGENCY assume all risks of visiting, shopping and volunteering in an environment that includes, but is not limited to, lifting heavy boxes, working near machinery, walking on or around pallets of product, standing on cement or asphalt, or other potential dangers as exist in and around an operating warehouse/storage facility.
- 21.** Support a positive work environment, free of unlawful harassment or discrimination. All PARTNER AGENCY representatives while in the FBR Warehouse are expected to conduct themselves professionally and in a respectful manner when interacting with FBR staff, clients, volunteers, other Partner Agencies, vendors and board Partners.

**22** Abide by FBR's zero tolerance policy for the following:

- Threats or violent acts directed to staff, volunteers, agency representatives or property of FBR: This includes, but is not limited to, threatening or hostile behaviors, physical abuse, vandalism, arson, or sabotage.
- Theft: Theft includes consuming or possessing FBR items meant for those eligible clients being served by the Agency.
- The manufacture, possession, sale or use of any controlled substance while on FBR premises.

Violators will be asked to leave FBR's premises and will not be allowed to return. In addition, his/her PARTNER AGENCY will be contacted and further action may be taken, including and up to possible suspension/termination of Partner status.

**In the event FBR has reason to believe any parts of this agreement have been violated, the PARTNER AGENCY understands the following procedures will be employed.** The action taken depends on the severity of the violation and could be any of the following:

- Investigation
- Letter of warning
- Probation period
- Follow up to confirm compliance
- Loss of charge account privileges
- Loss of VIP privileges
- Termination

PARTNER AGENCIES suspended or terminated may plead their case with the Programs Advisory Council at the regularly scheduled monthly meeting and agree to abide by the decisions of the council and Food Bank of the Rockies.

In the case of suspension or termination, the PARTNER AGENCY agrees to return any product previously received from FBR still in its possession at the request of the FBR. This agreement can be terminated by either party, without cause, by written notice at least fifteen (15) days prior to termination.

The undersigned three people agree their organization is an independent corporation, tax exempt under Section 501(c) (3) of the Internal Revenue Code, and as such is a recipient of services and goods from FBR. Such goods are intended to be distributed to needy individuals in accordance with requirements of Section 170(e) (3) of the Internal Revenue Code. May not be applicable to children's State supported programs.

Signature, Agency Board of Directors Chairperson or equivalent	Date
Printed Name & Title	Address:
	Phone #:

Signature, Agency Organization Director or equivalent	Date
Printed Name & Title	Address:
	Phone #:

Signature, Agency Food Program Director or equivalent	Date
Printed Name & Title	Address:
	Phone #:

**NOTICE TO PARTNER AGENCY:  
PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND A STRICT  
RELEASE OF LIABILITY.**

**1. AGREEMENT.** This Agreement is between Food Bank of the Rockies (FBR) and

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(PARTNER AGENCY)

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

During active participation in the food distribution program offered by FBR, the PARTNER AGENCY will receive assorted foods from FBR.

- 2. INSPECTION.** The PARTNER AGENCY agrees that it will be solely responsible for determining whether said food is fit for human consumption. It is the PARTNER AGENCY's responsibility to review postings of FDA recalls either through FBR's link to the FDA site online, or through postings at the Agency waiting area per #17 in the Agency Agreement.
- 3. DISCLAIMER OF WARRANTIES.** The PARTNER AGENCY acknowledges it accepts all food from FBR "as is". FBR, Feeding America and the original donors expressly disclaim any implied warranties of merchantability or fitness for a particular use. There are no express warranties in relation to this gift of food. No person is authorized to give any warranties on behalf of FBR to assume any liability for FBR.
- 4. RELEASE OF LIABILITY – INDEMNIFICATION.** The PARTNER AGENCY releases FBR, Feeding America and the original donor from any liability resulting from the condition of the donated food. The PARTNER AGENCY further agrees to indemnify and hold harmless FBR, Feeding America and the original donor from all liabilities, damages, losses, claims, causes of action at law or at equity, or any obligation whatsoever arising out of or attributed to any action of the PARTNER AGENCY or any personnel employed by the PARTNER AGENCY in connection with shopping, loading, other warehouse activities, storage or use of donated food.

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(PARTNER AGENCY NAME)

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(Signature)

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(Print Name and Title)