

# **NEW PARTNER AGENCY BUSINESS PLAN & PARTNERSHIP APPLICATION**

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**915 DOUGLAS STREET  
ST JOSEPH, MO 64505**

**Tel: 816.364.3663  
Fax: 816.364.6404**

## **I. Application Process**

1. Please complete and return the attached following documents.
  - a. Application
  - b. Agreement of Indemnity, Warranty, and Guarantee
  - c. Second Harvest Community Food Bank Agreement/Code of Ethics
2. Provide supporting documentation as follows.
  - a. Copy of agency's U.S. Treasury Department, I.R.S. notice of 501c3 status
  - b. If this agency does not have a 501c3 status notice from I.R.S. and is operating under the umbrella of a sponsoring organization, please include permission signed by the approved 501c3 organization for this agency to use their 501c3 status notice. Permission is to note the duration of time this agency can use the 501c3 status
  - c. Copy of agency board (or sponsoring board) meeting minutes reflecting the vote of approval to become an agency
  - d. A feeding/meal site agency must submit a current Health Department inspection
  - e. An agency using the "Church Qualifier" is to attach the qualifier form with each item addressed in full, on church letterhead and signed by the board. The church qualifier form is available upon request at the food bank

## **II. Approval Process**

1. Your agency board director and agency director should approve prior to submitting application
2. Submit above to Second Harvest's Community Partnerships Coordinator
3. Agency site is inspected by Second Harvest Community Food Bank
4. Agency director and staff are invited for orientation at Second Harvest Community Food Bank
5. Approval by Chief Executive Officer

Note: Completion of an application does not guarantee partnership. Second Harvest's Chief Executive Officer and board of directors reserve the right to decline partnership not meeting criteria.

**I. Application** (Please address each item. If additional space is required please attach a separate sheet and indicate the question number).

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

Agency Name: \_\_\_\_\_

Agency's Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Agency's Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Agency Director's Name: \_\_\_\_\_

Agency Director's email address: \_\_\_\_\_

Phone Number of Agency Director: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Second Agency Contact Phone Number \_\_\_\_\_

Agency Contact (if different from director) Name(s): \_\_\_\_\_

\_\_\_\_\_

INTERNET access is required. Agency Contact's email address:

\_\_\_\_\_

\_\_\_\_\_

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Please list all partners of the agency's board of directors, advisory board, or other type of governing board.

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Briefly state agency purpose and how partnership with Second Harvest will benefit you.

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Please indicate the agency's geographic service area and county.

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Days agency will be open:

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Hours agency will be open:

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1. Is the agency independent/local or part of a state/national organization?

Independent/Local \_\_\_\_\_ State/National \_\_\_\_\_

2. In what state is the agency incorporated as a nonprofit corporation?

\_\_\_\_\_

3. In what state does the agency have a tax exempt status? MO \_\_\_ KS \_\_\_

4. Regarding the agency's 501c3 status, is the agency recognized by the I.R.S. as being other than a private foundation? Yes \_\_\_ No \_\_\_

If "Yes", indicate for what I.R.S. recognizes your agency \_\_\_\_\_

\_\_\_\_\_

5. Please indicate the type of food program(s) your agency provides:

Pantry (emergency food assistance) \_\_\_\_\_

On-site feeding (prepared or serve meals on the premises) \_\_\_\_\_

Both pantry and on-site \_\_\_\_\_

6. Do those receiving food from your organization pay any fees, give any property, or provide any services for the assistance they receive?

Yes \_\_\_ No \_\_\_

7. Second Harvest Partner Agencies are required to maintain records for persons receiving food assistance. Please indicate the record system used to record Members served and products they receive.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. What percent of the families who visit the agency fall within the Federal Poverty Income Levels? \_\_\_\_\_%

9. What percent of the individuals served by this agency fall within the Federal Poverty Income Levels? \_\_\_\_\_%

10. Please indicate the average number of non-duplicated individuals the agency will serve each month: \_\_\_\_\_

11. Does the agency's food program provide food to families that are over the Federal Poverty Income Guideline Levels? Yes \_\_\_\_\_ No \_\_\_\_\_

12. Please indicate the amount of funds you have budgeted to support your agency?

\$ \_\_\_\_\_

Please indicate funding sources and % they are contributing:

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

10. Please list ways Second Harvest can help with outreach assistance, such as marketing, grant writing, capacity building

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. This item is for on-site meal programs only.

Please indicate the meals this program provides:

Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_

Supper \_\_\_\_\_ Snacks \_\_\_\_\_

12. Partner Agencies are responsible for storing food at safe food handling standards. Please indicate the number of each of the appliances currently in use.

Refrigerator(s) \_\_\_\_\_ Freezer(s) \_\_\_\_\_ Stove(s) \_\_\_\_\_  
Combination Refrigerator(s)/Freezer(s) \_\_\_\_\_

Please indicate the number of each of the appliance currently needed.

Refrigerator(s) \_\_\_\_\_ Freezer(s) \_\_\_\_\_ Stove(s) \_\_\_\_\_  
Combination Refrigerator(s)/Freezer(s) \_\_\_\_\_

13. Do the agency refrigerator(s) and freezer(s) have thermometers?

Yes \_\_\_\_\_ No \_\_\_\_\_ How many do not? \_\_\_\_\_

14. What preparations have been made to keep dry product at least 6" off the floor?

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**II. Approval:**

Agency Board:

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Agency Director

\_\_\_\_\_  
Date

Second Harvest approval:

\_\_\_\_\_  
Second Harvest Community Partnerships Coord.

\_\_\_\_\_  
Second Harvest Chief Executive Officer

\_\_\_\_\_  
Date



**915 Douglas, St. Joseph, MO 64505**

**PARTNER AGENCY  
AGREEMENT OF INDEMNITY, WARRANTY, AND GUARANTEE**

WHEREAS, Second Harvest Community Food Bank has offered to provide and supply certain foods, foodstuffs and related items, as available, to \_\_\_\_\_ a 501c3 Charity, hereinafter referred to as “Donee” and,

WHEREAS, Donee has warranted to Second Harvest Community Food Bank that all items received will be duly inspected by a qualified partner of their staff who is trained in safe food handling and food storage. Products that are not safe for human consumption will not be accepted.

THEREFORE, Donee hereby warrants, represents, and guarantees as follows:

1. Recognize that Second Harvest Community Food Bank and the primary donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all donated items.
2. That all items accepted are in “as is” condition.
3. To 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 serve them.
4. Because of the qualifications of its personnel, as specified above, hereby accepts full responsibility for the purity and fitness for human consumption of any and all items accepted.
5. To use all items as soon as possible or within specified dates as provided by Second Harvest to insure maximum palatability and freshness and to destroy any such items which are unfit for human consumption due to spoilage, other damage, or age.



6. To warrant and guarantee to Second Harvest Community Food Bank and to 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 arising out of or attributed to any action by Donee in connection with its storage/or use of the items supplies to it by Second Harvest Community Food Bank.
7. To use the items only in a use related to its exempt purposes and solely for the feeding of the ill, the needy, elderly, or infants.
8. Will neither offer for sale, sell, transfer nor barter the items supplied by Second Harvest Community Food Bank in exchange for money, other properties or services. This includes agreement not to sell any product to non-partner agencies, individuals, agency programs, or other entities, persons or businesses, for profit, exchange, trade, or barter for services or favors.
9. Any restriction placed on the use or distribution of products by the donor such as restriction to use in meals prepared on the premises of Donee organization, will be strictly adhered to.
10. Agree to receive prior written consent to share Second Harvest Community Food Bank product with other Partner Agencies.

#### MISCELLANEOUS:

1. Upon request by Second Harvest Community Food Bank, Partner Agency will make available, for inspection, records indicating the use of foods and number of participants served with items received from Second Harvest Community Food Bank.
2. Agency agrees to maintain adequate books and records and make them available to the Internal Revenue Service upon request in compliance with regulations in the Federal Register in Volume 47, Number 21, February 1, 1982.
3. Agency agrees to allow authorized representatives of Second Harvest Community Food Bank to visit operations at a time determined by Second Harvest Community Food Bank.
4. Agency agrees to notify Second Harvest Community Food Bank, in advance, of any changes in program operation, including dates/times of operation, additional services, location, target population, significant increases in population(s) served, etc. Additional services and/or changes to the 501c3 status may warrant an additional application.

5. Agency agrees to acknowledge that violation of non-compliance with the approved Application for Partnership or any procedures for participation may result in suspension of participation with Second Harvest Community Food Bank.
6. Agency agrees to comply with terms of the Agreement of Indemnity, Warranty and Guarantee.

**SECOND HARVEST COMMUNITY FOOD BANK WILL PROVIDE THE FOLLOWING:**

1. Solicitation of usable food products from food industry partners on behalf of the agency.
2. When appropriate, provide notice to the agency of foods available at Second Harvest and of receipt of new or additional food products available.
3. Delivery for appropriate fee as scheduled by Second Harvest and/or assistance loading product at Second Harvest.

Agency Board:

Second Harvest approval:

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Second Harvest Community Partnerships Coordinator

\_\_\_\_\_  
Agency Director

\_\_\_\_\_  
Second Harvest Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**915 Douglas, St. Joseph, MO 64505**

## **PARTNER AGENCY CODE OF ETHICS**

For good and valuable consideration from Second Harvest Community Food Bank, the receipt and sufficiency of which are hereby acknowledged, the under sighted Partner Agency agrees as follows:

1. The Partner Agency is a nonprofit organization that has received a written determination letter from the U.S. Department of Treasury, I.R.S. to the effect that it is an organization described in Section 501c3 to the IRS code or that it is a church which is considered tax-exempt under section 501c3. The Partner Agency will notify Second Harvest Community Food Bank immediately of any change in its tax-exempt status.
2. The Partner Agency will not share any Second Harvest Community Food Bank product with or sell any Second Harvest Community Food Bank product to non-partner agencies, individuals, agency programs, or other entities, persons or businesses, for profit, exchange, trade, or barter for services or favors.
3. The Partner Agency will not share any Second Harvest Community Food Bank product with other partner agencies without prior written consent of Second Harvest Community Food Bank.
4. The Partner Agency will not require any individual to attend a religious or political meeting, make a statement of faith, or pledge partnership to any religious or political organization in exchange for product received. Distribution by a church must be open to non-partners as well as partners who are eligible to receive product. Church partners, pantry workers, drivers, volunteers, etc., shall not be given preferential treatment such as first service or be given better/more service.
5. Members receiving food may not be required to make contributions to the Partner Agency to receive food.

6. The Partner Agency agrees to follow all food storage requirements and partnership criteria of Second Harvest Community Food Bank.
7. The Partner Agency will take all product obtained at Second Harvest Community Food Bank directly to its own storage site that Second Harvest Community Food Bank approved. Any change in the location of the Partner Agency or storage site and any major program changes must be reported to Second Harvest Community Food Bank in a timely manner.
8. The Partner Agency will inspect product upon receipt and will not distribute unfit product. The Partner Agency will contact Second Harvest Community Food Bank to report any unfit product. The Partner Agency understands that Second Harvest Community Food Bank reserves the right to limit the quantity and type of product made available to any agency or program.
9. The Partner Agency releases both the original donors and Second Harvest Community Food Bank from any liability resulting from the condition of the received product and further agrees to indemnify and hold Second Harvest Community Food Bank and the original donor free and harmless against all and any liability, damage, losses, claims, causes of action and suits of law or any action of the Partner Agency in connection with its storage or use of the product received. There are no express warranties made in relation to product received from Second Harvest Community Food Bank.
10. The Partner Agency will pay the agency fees within **30 days** of the invoice billing date.
11. The Partner Agency understands that Second Harvest Community Food Bank is not to be considered its sole source of product for its Members.
12. The Partner Agency will provide Second Harvest Community Food Bank all appropriate requests for paperwork within **30 days** of the request by Second Harvest Community Food Bank.
13. The Partner Agency understands that courtesy and professional conduct is practiced and required by both parties.
14. The Partner Agency understands that all product solicited, handled, stored, and/or distributed/delivered by Second Harvest Community Food Bank will be assessed a shared maintenance cost unless prohibited by the donor and agreed to by Second Harvest Community Food Bank.

15. The Partner Agency agrees to allow Second Harvest Community Food Bank to collect donated food from community-wide food drives for all Partner Agencies.
16. The Partner Agency understands that this agreement can be terminated by either party upon written notification to the other party with or without cause at any time.

Agency Name: \_\_\_\_\_

Approval: Printed or Typed name of New Agency Board President or Pastor:

\_\_\_\_\_

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

Printed or Typed name of New Agency Director: \_\_\_\_\_

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

Printed or Typed Name of New Agency Contact Person: \_\_\_\_\_

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

Printed or Typed Name of Second Harvest Community Food Bank Chief Executive Officer or Designee:

\_\_\_\_\_

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