



## Member Agency Program (MAP) Application Packet 2009/10

### Agency Relations Department

Programs Director

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## MEMBER AGENCY PROGRAM

Thank you for your interest in becoming a member of the San Diego Food Bank (SDFB). Through the Member Agency Program, the San Diego Food Bank provides food and nonfood items to hunger relief charities throughout San Diego County. Our member agencies include food pantries, soup kitchens, shelters, low-income daycare centers, senior centers, substance abuse rehabilitation programs and disability programs and disability programs within San Diego County,

## PRIORITIZATION OF SERVICE

The San Diego Food Bank gives priority to established nonprofit agencies in underserved areas with on-going food programs for the needy, ill or children.

## ELIGIBILITY CRITERIA

In order to become a member of the San Diego Food Bank:

1. An agency must be incorporated for the purpose of serving the ill, needy and/or infants. The use of the food must be related to the agency's charitable purpose. More than 50 percent of the agency's clients must be in the low-income category. The agency's food program must not be limited to only seasonal holiday food baskets.
2. An agency must be a non-profit organization – qualifying under section 501(c)(3) of the Internal Revenue Code **OR** a church that qualifies – according to the Church Eligibility Form or the Church Qualifier Form.
3. If the agency is a church, it must provide a letter of 501(c)(3) determination or fill out the Church Qualifier Form, affirming that the organization is, in fact, a church and essentially meets the spirit of the criteria employed by the Internal Revenue Service in defining a church.
4. The agency must serve all individuals regardless of race, sex, color, age, religion, national origin, ancestry, disability, sexual orientation, political affiliation, or veteran's status.
5. The agency must not require any individual to attend a religious or political meeting, nor may the individual be required to make a statement of faith or pledge membership to any religious or political organization as a requirement for receiving food.
6. The agency must not charge for food, be reimbursed, compensated or require services in exchange for food, nor may it use the San Diego Food Bank's products for fundraising activities.
7. The agency must not be an entity of a municipality. Examples that do not qualify include schools, hospitals, prisons, and jails.
8. The agency food program must have been in operation for at least three months prior to applying to become a San Diego Food Bank member agency. The agency must also have adequate capacity to safely store the quantities and types of food that will be received.
9. If applicable, the agency must meet state and local health licensing requirements.



## CHURCH ELIGIBILITY

### 501 (c) (3) Status

A The San Diego Food Bank agency must be a 501 (c) (3) charity or equivalent. Section 508(c) of the Internal Revenue Code provides that “churches, their integrated auxiliaries and conventions or associations of churches ” are exempt from the law requiring nonprofits to apply for tax exempt status under section 501 (c)(3) of the Code.

Although churches are not required to have a determination letter, the San Diego Food Bank is required to keep documentation of 501(c)(3) status in each agency’s file.

As a church, one of the following documents must be provided for this purpose:

1. Your church’s 501(c)(3) letter from the IRS - *a 501(c)(3) letter is a federal letter issued by the IRS and is NOT the same as your state tax-exempt information.* Many denominations or larger church groups such as the PCUSA (Presbyterian Church USA), Catholic Charities, etc. have a blanket 501(c)(3) determination letter which is available through the main office or headquarters. These organizations have a public listing of all ministry organizations affiliated with their group. If your church is a part of a denomination or larger church group, please send a copy of their 501(c)(3) determination letter and a letter or public listing connecting your church with this denomination or larger group.
2. If your church is not part of a denomination or larger church group, it still qualifies as a 501(c)(3) **if it meets certain requirements as determined by the IRS.** On the next page is a Church Qualifier Form with an explanation of these IRS requirements. If your church falls into this category, please complete the Church Qualifier Form.

***\*The San Diego Food Bank reserves the right to request further verification of the requirements as it deems necessary.***



**CHURCH QUALIFIER FORM (You DO NOT need to complete this if you have a 501(c)(3))**

The Internal Revenue Service uses 14 points to determine whether an organization qualifies as a church. In accordance with this provision, The San Diego Food Bank requires that an organization which functions as a church must certify that these characteristics are evidenced by its program. The characteristics are as follows (please check all items that apply):

- a. A distinct legal existence
- b. A recognized creed and form of worship
- c. A definite and distinct ecclesiastical government
- d. A formal code of doctrine and discipline
- e. A distinct religious history
- f. A membership not associated with any other church or denomination
- g. A complete organization of ordained ministers ministering to their congregations
- h. Ordained ministers elected after completing prescribed courses of study
- i. A literature of its own
- j. Established places of worship
- k. Regular congregations
- l. Regular religious services
- m. Sunday schools for religious instruction of the young
- n. Schools for the preparation of its ministers

If any of these characteristics do **not** apply to your program, you must explain which ones and why.

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The duly authorized officers of your church must certify that the organization meets the requirements indicated for identification as a church.

**IMPORTANT** – If your church is **unincorporated**, you must certify that the organization has not applied to the IRS for 501(c)(3) status and been denied, nor has it had its 501(c)(3) status revoked by the IRS.

\_\_\_\_\_  
Signature of Pastor/Director/Chief Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of Pastor/Director/Chief Executive

\* The San Diego Food Bank reserves the right to request further verification of the requirements as it deems necessary.



**CHURCH QUALIFIER LETTER (You DO NOT need to complete this if you are a 501(c)(3))**

This letter is required for churches not possessing a 501(c) (3). It is only an example. Please retype it on your own letterhead. When retyping, please fill in the items in parenthesis with the information asked for. Also, insert your own pertinent information in the areas where it is appropriate. Do not forget to have your pastor sign this letter.

**Potential Agency Ministry**

100 Any Street  
Anytown, USA 99999

Any Date, Any year

San Diego Food Bank  
9850 Distribution Ave  
San Diego, CA 92121

Attention: Agency Relations Department

I, (Pastor's name), am the Pastor and Chief Executive Officer of (church's name). I am writing to affirm that (church's name) is, in fact, a church. Furthermore, (church's name) complies with the spirit of the 14 criteria employed by the Internal Revenue Service in defining a church.

(Church's name) is incorporated under the laws of the State of California as a non-profit organization. Our Articles of Incorporation list our creed and form of worship. We are denominational and not affiliated with any other denomination. In addition, we have a distinct ecclesiastical form of government. We have met as a church for the past (\_\_\_\_) years, conducting regular worship services and religious instruction at an established place of worship. We have various Sunday school classes and I, the head pastor, am an ordained minister.

Sincerely,

(Pastor's Signature)

(Print Pastor's name)  
Pastor/CEO



**San Diego Food Bank**  
**AGENCY APPLICATION**

**PART I: Agency Information**

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

Physical (site) Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Parent or Umbrella Organization: \_\_\_\_\_

Phone 1): \_\_\_\_\_ Phone 2): \_\_\_\_\_

Fax: \_\_\_\_\_ Website Address: \_\_\_\_\_

How did you hear about the San Diego Food Bank? \_\_\_\_\_

Agency Mission Statement: \_\_\_\_\_

**AGENCY STAFF**

Agency's Chief Executive/President/Pastor: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Food Program primary contact person** (this person will be considered the contact person for communication from the San Diego Food Bank):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Shoppers:**

List up to four (4) people who will be authorized to shop on your agency's account. \*\*\*Each additional card or replacement cards will be issued at a charge of \$5.00 per card. Future changes must be addressed in writing on agency letterhead.

1.) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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

2.) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone 1: \_\_\_\_\_

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

3.) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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

4.) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone 1: \_\_\_\_\_



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

**ADDITIONAL SITE(S) AND ADDRESS(ES)**

Do you have any off-site food programs?  Yes  No (if no please skip to the next section)

*Please use a separate sheet of paper if there are more than two additional sites.*

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

**PART II: Services & Programs**

Our organization is/provides:

- \_\_\_\_ Food (food distribution)
- \_\_\_\_ Meal Program (meals/snacks served)
- \_\_\_\_ Shelter/Residential (overnight accommodations)
- \_\_\_\_ Other

Please describe your services



**PANTRY**

Do/will you have a food **PANTRY** (distributed unprepared food):  Yes  No (If no, skip to next section)

Zip code service area: 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

How many people does your pantry serve each month? \_\_\_\_\_

What are your hours of operation?

Sun	Mon	Tues	Wed	Thurs	Fri	Sat

What items do you distribute?

- |                                      |   |  |
|--------------------------------------|---|--|
| <input type="checkbox"/> Dry goods   | <input type="checkbox"/> Canned goods         | <input type="checkbox"/> Dairy               |
| <input type="checkbox"/> Frozen food | <input type="checkbox"/> Fresh fruits/veggies | <input type="checkbox"/> Personal care items |
| <input type="checkbox"/> Clothing    | <input type="checkbox"/> Other:               | <input type="checkbox"/> Other:              |

How do people learn about your pantry? \_\_\_\_\_

What are your eligibility requirements? \_\_\_\_\_

What are your funding sources for your pantry? \_\_\_\_\_

\_\_\_\_\_



What record keeping system do you have in place? \_\_\_\_\_

Is there a charge for the food that you provide to your clients?  Yes  No

**MEAL PROGRAM/OTHER**

Do/will you operate a **MEAL PROGRAM/OTHER** (Soup Kitchen/Shelter/Residential):

Yes  No (If no skip to next section)

Zip code service area: 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

Who on staff has a food handlers card (please attach copy)? \_\_\_\_\_

How many people does your shelter/soup kitchen serve each month? \_\_\_\_\_

What days/times do you serve meals?

Meal	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
B-fast							
Lunch							
Dinner							

Do you require referrals?  Yes  No If yes, from which agency? \_\_\_\_\_

Do you have a Health Certificate from the Department of Health? \_\_\_\_\_

License/Inspection Number: \_\_\_\_\_

How do people learn about your shelter/soup kitchen? \_\_\_\_\_

What are your eligibility requirements? \_\_\_\_\_

What are your funding sources for your Shelter/Soup Kitchen? \_\_\_\_\_

What record keeping system do you have in place? \_\_\_\_\_

Is there a charge for the food that you provide to your clients?  Yes  No

**FOOD STORAGE FACILITIES:**

What type of food storage facilities do you have?

Dry Storage  Yes  No If yes, \_\_\_\_\_ ft. X \_\_\_\_\_ ft. = \_\_\_\_\_ square feet

Frozen Storage  Yes  No If yes, how many freezers \_\_\_\_\_

Refrigerated Storage  Yes  No If yes, how many refrigerators \_\_\_\_\_



**TRANSPORTATION:**

What type of transportation vehicle will your organization use to pick up food at the SDFB?

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**AGENCY COMMENTS:**

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**SAN DIEGO FOOD BANK COMMENTS:**

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**CHECKLIST**

Your completed application packet should include:

- Completed Agency Application
- Agency Agreement with both signatures
- \$50 organization check made payable to the San Diego Food Bank
- Copy of on of the following:
  - a) 501(c)(3) for non-profit agencies **OR**
  - b) Church qualifier form and letter (churches only, form in application)
- Signature of Pastor/Director/Chief Executive on all lines requiring a signature
- All letters must be typed on agency letterhead
- Agency brochure or one page summary of agency
- Current list of board of directors
- Copy of food handlers card (for agencies preparing food)

**SIGNATURES**

I certify that the above application is complete and the information is true and correct to the best of my knowledge. I understand that false information on this application may be grounds for non-approval of the charity application or termination of your organization’s participation with the San Diego Food Bank.

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Signature of Pastor/Director/Chief Executive

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Date

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Print name of Pastor/Director/Chief Executive



# San Diego Food Bank

## Agency and Indemnity Agreement

This Agency and Indemnity Agreement (“Agreement”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2009, (the “Effective Date”) by \_\_\_\_\_ and The San Diego Food Bank Corporation (“SDFB”) and (“Agency”) with reference to the following recitals.

- A. Whereas, SDFB has adopted certain procedures relating to the participation of community based organizations and other agencies as beneficiaries of its programs;
- B. Whereas, Agency has made application to become a member agency of SDFB; and
- C. In accordance with the requirements of becoming a member agency of SDFB, Agency agrees that it will abide by the following terms and conditions:

### Required Fees, Records, Participation & Communication

- 1. Agency will supply SDFB with proof of its IRS section 501(c) 3 status. Faith-based organizations may supply written proof of mainline denominational affiliation in lieu of an IRS section 501(c)(3) status.
- 2. Prior to July 1 of each year, Agency will provide SDFB with a current list of its Board of Directors, including names, addresses, and phone numbers.
- 3. The Agency will pay SDFB an application-processing fee of fifty dollars (\$50.00). This fee will help cover the cost of SDFB application processing, record keeping, and monitoring. Please note: If you became a member agency prior to 5/2005, you do NOT have to pay the \$50.00 processing fee.
- 4. Agency will have all shoppers attend an annual orientation/training at SDFB’s facility.
- 5. All fees payable to SDFB shall be payable by check on Agency’s account.
- 6. Agency agrees to pay a shared maintenance fee to cover a portion of SDFB’s distribution and operation costs. This is not a charge for food. The fee is subject to change without notice. SDFB will attempt to update agencies if/when fee changes occur. Updates can be shared via SDFB web site, newsletter, shopping area information, and conversations with your SDFB agency representative.
- 7. Agency agrees to pay a restocking fee of \$25.00 if an order is not picked up within two (2) days of being pulled by SDFB staff
- 8. Agency agrees to turn in Monthly Service Reports by the 10<sup>th</sup> of the month.
- 9. Agency must provide physical address, an active phone number, fax, and email. It is the Agency’s obligation to keep information current and to proactively inform SDFB of critical changes as soon as they occur (e.g., address, phone, web, email, hours of operation, etc.)

### Agency Status

- 10. Bills/invoices generated by SDFB to Agency must be paid in full within 30 days. Failure to maintain current status with bills/invoices will result in inactivation of this Agreement and of marketplace (a.k.a. ‘shopping area’) privileges.
- 11. Privileges can be placed on hold, inactivated or terminated at anytime per SDFB's determination and sole discretion. Reasons for hold/inactivation/termination may include, but are not limited to: insufficient payments, delinquent monitoring reports, poor communication, suspect activity, etc.
  - a. “Hold” – Privileges are suspended until criteria for reinstatement is met in the given time period, at that time the agency will resume privileges.
  - b. “Inactivated” – If the criteria for reinstatement is not met in the given time period the agency is inactivated. Once inactivated an agency must reapply for membership.
  - c. “Termination” – Privileges cease permanently. An agency may not reapply if terminated.
- 12. If any agency wishes to contest a change in status, they must put their request in writing and forward to the SDFB Agency Relations (AR) Manager. The AR Manager will inform the Agency of the appeal process.

### SDFB Monitoring

- 13. Agency will permit SDFB to monitor its operations. SDFB may periodically conduct unannounced monitoring visits to provide assurance of ethical behavior and transparency of appropriate conduct to our entire community. At minimum a monitoring visit will be conducted every two years. When applicable, SDFB will honor the confidentiality of clients and/or site location(s).

14. SDFB will review issues related to food storage, methods of distribution, promotion, record-keeping, food transport, use, and other issues that SDFB determines warrant review.
15. Agency will provide SDFB with timely service statistics per SDFB requirements, and maintain adequate distribution/usage records to reflect the use of SDFB products. These records and reporting expectations shall include, without limitation, the following:
- Copies of all SDFB invoices for the current 12-month period - signed by director (or authorized representative).
  - Food distribution records must be maintained by Agency for at least 3 years. Such records will include: dates of distribution and/or number of meals served, number of persons and/or households served.
  - Required forms for USDA product distribution and usage, if applicable.
  - Record of eligibility, distribution and usage of SDFB product, if applicable.

### **Food & Product – Transport/Usage/Storage/Dissemination**

16. Agency shall not, under any circumstances, sell any of the SDFB Products. SDFB Products may not be traded, bartered or exchanged for cash, goods or services.
17. Agency shall at all times store and maintain all SDFB Products in accordance with safe food handling procedures, including, without limitation, the following:
- Dry food products must be stored 6 inches off the floor and 18 inches from the ceiling; and,
  - Non-food items (e.g., household cleaners, pet food) must be 4 to 6 feet away from food items.
18. Agency shall at all times maintain appliances and other equipment with sufficient capacity to store frozen and refrigerated food at the proper temperature. These appliances must be located at the site of storage and/or distribution and contain thermometers to ensure proper storage temperatures.
19. Agency shall at all times maintain adequate and proper storage space and refrigeration to insure the safety and integrity of all SDFB Products.
20. When applicable, the agency shall at all times maintain all licenses and permits required by State of California and any other governmental authorities, including, without limitation, local and municipal governmental authorities, to operate a food establishment in accordance with the services provided by Agency. Agency shall not violate the terms of any such license or permit.
21. Agency shall not, under any circumstances, distribute SDFB Product outside of San Diego County.
22. Agency acknowledges and agrees that all SDFB Products are offered “as is.”
23. Agency shall at all times provide suitable transportation and equipment to transport SDFB Products from the SDFB warehouse, including, without limitation, coolers and other appropriate containers.

### **Policies / Regulations / Disclosure**

24. Agency shall not, under any circumstances, engage in conduct related to SDFB Product that may compromise or call into question the integrity or mission of SDFB. Agency shall at all times be completely trustworthy and transparent in its operations, services, communication, and record-keeping with respect to the community’s perception of Agency. Agency acknowledges and agrees, that SDFB may terminate this Agreement at any time and in SDFB’s sole discretion following any breach or default by Agency under this Agreement.
25. Agency shall maintain hours of operation that are published to the community.
26. Agency shall promptly disclose any business interest or actual or potential conflict of interest that could compromise public trust or cause the perception of a conflict of interest (e.g., operating a store, or having a family member that operates a store.)
27. Agency shall distribute SDFB Product only to low-income persons, the ill, the needy, or infants.
28. Agency shall not, under any circumstances, deny any of its services on the basis of race, age, religion, sex, politics, or sexual orientation.
29. Agency hereby represents and warrants to SDFB that Agency does not charge any fees of any kind (real or in-kind) to any recipient, individual or family and that no donation is requested from any such individuals for SDFB Product. Agency represents and warrants to SDFB that it is familiar with the position of the Internal Revenue Service that: “No fee for administrative costs or otherwise may be charged in connection with a transfer of donated property directly from an organization to the ill, needy individuals or minors.”
30. SDFB retains the right to notify the public about disciplinary action related to an agency.

## **General Terms and Conditions**

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Further Assurances. Each party to this Agreement shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

Venue and Jurisdiction. For purposes of venue and jurisdiction, this Agreement shall be deemed made and to be performed in the City of San Diego, State of California.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document. The facsimile signatures of the parties shall be deemed to constitute original signatures, and facsimile copies hereof shall be deemed to constitute duplicate original counterparts.

Interpretation. Whenever the context so requires in this Agreement, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate, or any other entity.

Partial Invalidity. The provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or the application of such provision is essential to the Agreement.

Expenses. The prevailing party as to any disputes relating to this Agreement shall be entitled to recover from the unsuccessful party to this Agreement all costs, expenses and actual attorneys' fees relating to the enforcement or interpretation of, or any litigation or arbitration relating to, this Agreement. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. For purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post judgment motions and appeals; (2) contempt proceedings; (3) garnishment, levee, and debtor and third party examinations; (4) discovery; and (5) bankruptcy proceedings, including, without limitation, all motions, adversary proceedings and contested and uncontested

matters in a case under Title 11 of the U.S. Code, where a party has appeared through counsel to be expressly severable from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

Modification in Writing. This Agreement may be modified only by an Agreement in writing executed by the parties to this Agreement against whom enforcement of such modification is sought.

Effectiveness. This Agreement shall become effective when it has been executed by all of the parties to this Agreement.

Successors-in-Interest and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each party to this Agreement. Nothing in this paragraph shall create any rights enforceable by any person not a party to this Agreement, except for the rights of the successors-in-interest and assigns of each party to this Agreement, unless such rights are expressly granted in this Agreement to other specifically identified persons.

Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Agreement.

Prior Understandings. This Agreement contains the entire Agreement between the parties to this Agreement with respect to the subject matter herein and supersedes all prior understandings, agreements, representations and warranties, if any, whether oral or written, express or implied, with respect to said subject matter.

Waiver. Any waiver of a default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any rights or remedies shall impair its right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

Indemnification. Agency ("Indemnitor") shall indemnify and defend SDFB and their respective Boards of Directors (collectively "Indemnitee") against all Claims (as defined below) and all costs, expenses and attorneys' fees incurred in the defense of any of such Claims or any action or proceeding brought on any of such Claims. For purposes of this Paragraph, "Claims" shall mean all liabilities, costs, expenses, attorneys' fees and claims, except to the extent caused by Indemnitee's negligent act, willful misconduct or breach under this Agreement, arising from (a) any breach or default in the performance of any obligation to be performed by Indemnitor under this Agreement, (b) any breach of any representation or warranty of Indemnitor set forth in this Agreement, or (c) any negligence of Indemnitor or any of Indemnitor's agents, employees, representatives, invitees, guests, licensees or contractors. If any action or proceeding is brought against Indemnitee by reason of any such Claims, Indemnitor upon notice from Indemnitee shall defend such action or proceeding at Indemnitor's sole cost by counsel satisfactory to Indemnitee. The foregoing indemnity shall be a payment obligation and not merely a reimbursement obligation, it being understood that Indemnitor and Indemnitee have a "contrary intention" with respect to the provisions of paragraph 2 of Section 2778 of the California Civil Code.

Survival. Except as expressly provided to the contrary elsewhere in this Agreement, the covenants, representations, and warranties of Agency in this Agreement shall survive the termination of this Agreement.

Negation of Employment Agreement. Nothing in this Agreement shall be construed to create any agreement for any indefinite or specific term of employment between [among] the parties to this Agreement.

## **Addendum to the San Diego Food Bank Member Agency Agreement**

The San Diego Food Bank has separated from the Neighborhood House Association as of July 1, 2007. The San Diego Food Bank now has a separate Charter and By-laws, 501c3 non-profit EIN, Board of Directors and Executive Director.

The current San Diego Food Bank Member Agency Agreement remains in force with the following changes being made through this addendum.

1. Removal of all references to Neighborhood House Association.
2. Addition of the following information:

### **A) Confidentiality policy of the San Diego Food Bank**

1. Donor information is not sold or shared in any manner
2. A confidentiality agreement is required from any commercial mailing firm doing business for the San Diego Food Bank.
3. All individual's names will always be changed in any client stories published or used in any manner. A pseudonym will always be used, with the true individual identity held in confidence by the SDFB, unless the individuals provide specific signed permission to use their name.

### **B) Agency Agreement Addendum regarding Public Relations**

It is a requirement of the San Diego Food Bank that all San Diego Food Bank Member Agency Partners support the public relations efforts of the San Diego Food Bank in the following manner:

1. Please be as responsive as possible to public relations requests from the San Diego Food Bank.
2. Submit client stories as part of the agency's monthly report to the San Diego Food Bank. The stories *do not need to be reported each month*, but agencies are asked to please be on the lookout for good stories and include them with their monthly report to the food bank. Examples of desired stories include the circumstance the client was in prior to your services, the assistance they received from your agency and the ways in which their lives have changed/conditions improved.
3. Photographs of clients would be very helpful also. Photos are not required from agencies but are highly encouraged. Photos must be accompanied by a completed photo release from each person in photo (see page 2).

