

PLEASE READ ALL INFORMATION BEFORE COMPLETING YOUR APPLICATION

So You Want to Start a Food Outreach Program...

Your church or organization may have been approached by individuals seeking food for their families, and you want to respond. Meeting the needs of the hungry is a noble and wonderful ministry. If you do want to start an program, perhaps with the plan of becoming a partner agency of the Food Bank, here are some hints to help you succeed.

Look Into Local Resources – Before investing your organization’s resources in starting up a program, investigate the local food resources. We can direct you to other agencies already feeding needy individuals. Learning about your neighborhood and what services are available will help you decide when and how you want to become part of the hunger solution.

Mission – Have a mission to feed the hungry. Identify the population you expect to serve and learn the level of need in your area.

Agencies that May Apply to the Montgomery Area Food Bank:

- **Established Church** – Any church applicant must submit a Church Qualifier form (enclosed in full application), signed by its pastor or chief executive officer affirming that the organization is, in fact, a church, has not applied to the IRS for 501(c)(3) status and subsequently been denied, has not had its 501(c)(3) status revoked by the IRS and essentially meets at least ten (10) the following fourteen (14) criteria employed by the IRS in defining a church:
 1. A distinct legal existence;
 2. A recognized creed and form of worship;

3. A definite and distinct ecclesiastical government;
4. A formal code of doctrine and discipline;
5. A distinct religious history;
6. A membership not associated with any other church or denomination;
7. A complete organization of ordained ministers ministering to their congregations;
8. Ordained ministers elected after completing prescribed courses of study;
9. A literature of its own;
10. Established places of worship;
11. Regular congregations;
12. Regular religious services;
13. Sunday Schools for religious instruction of the young;
14. Schools for the preparation of its ministers.

It will be the church's responsibility to produce any documents necessary to establish that it essentially meets the requirements as seen .

- 501(c)(3) – If your agency is not a legitimate church it will need a 501(c)(3) Letter of Determination from the IRS. To get this, you will have to contact the IRS and request Form 1023 (“Application for Recognition of Exemption”) and its instructions. You may call 800-829-1040 for information or 800-829-3676 for the form. The application, and process, are also available on-line at www.irs.gov. It will take at least six weeks, if not considerably longer, to receive the Letter of Determination once you have filed for it. Note: The 501(c)(3) is different from the Alabama Certificate of Tax Exemption (or state tax exemption). Note: All 501(c)(3) organizations have an EIN number, but NOT ALL organizations having an EIN are 501(c)(3) organizations. To help you identify your 501(c)(3) form, a copy is attached.

Storage Site – Our national food bank network, Feeding America (FA), requires its partner agencies to be able to store food safely and securely on the premises of the agency. Locate a room with adequate shelving for accepting food by case quantity. This room must be able to be locked. If you want to distribute frozen or refrigerated food, the storage units for these must be able to be locked as well. Food for your pantry should not be accessible for general church or agency activities.

Budget (this is very important) – You will need a budget to pay for your pantry expenses. Your budget may come from a benevolence fund, donations, grants, or other sources, but you will need a regular source of money. In addition to the costs connected with getting food—whether through shared maintenance or purchase—you can count on some, at least, of the following expenses: staffing, transportation, pest control, photocopying of forms, cleaning supplies, thermometers, and storage containers. On your submitted budget, you must show us where all of your agency comes from and how all of it is spent or saved. A projected budget is not acceptable.

Staffing – Your pantry staff may be comprised of volunteers or paid employees. You will need enough people to perform the following chores on a regular basis:

- stock food on the shelves and make up boxes or bags of food
- conduct client intake
- clean and maintain the facility
- attend meetings and training sessions
- do distribution record keeping and write reports
- pick up food

Since most pantries are staffed by volunteers, here are a few pointers about keeping them happy. First, make them feel they are an integral part of your organization and that their work is meaningful. It often helps to have a volunteer job description so that they know where their responsibilities begin and end. You also might consider having a volunteer handbook with information they can refer to when they have or receive questions. Check on volunteers while they're working to make sure everything is going well. Finally, appreciate them! Recognize the important role volunteers play in your pantry. Of course, paid staff deserve appreciation, too.

Transportation – You will need reliable and consistent transportation for collecting food. The vehicle or vehicles must be large enough for the size of your program. The food bank offers delivery, but a large amount of food must be acquired.

Client Eligibility – Your food program should set guidelines—regarding whom you will help, how often, and with how much food. While the IRS rules state that you cannot require your clients to make a donation, attend a church service, or work for food, you still need to decide on client eligibility guidelines. Some pantries limit their service area or post income limitations.

Record Keeping – You should account for all the food that you distribute. It lets food donors know how you use their donation, and it helps in hunger advocacy to be able to document who needs food and where emergency food is going. FA requires its partner agencies to record the date of distribution, the client's name and address, the number of people in the household, and the number of pounds distributed.

Getting Started – If you feel that starting a pantry is an appropriate response to hunger in your area, and you have all these components of your program worked out, you can get started. Start small, so that you can work out any unresolved details, and be flexible. Be sure that the highest authority in your organization, whether pastor or director, is kept informed of your plans and your pantry operation. You're welcome to apply to become a partner of the Food Bank once your food program has been established.

Steps in the Application Process

Please read to completely understand this process

1. Please fill out all pages completely, and give us **all the attachments requested**. We cannot process your application with any of the requested material missing. Your agency's director or the pastor of your church signs all appropriate forms. **Note: Even if the director or pastor will not be administering the program directly, he or she will ultimately be responsible for the food acquired from the Montgomery Area Food Bank (MAFB). The same signature should be on all forms.**
2. It will be totally up to you to complete the application and return it to us.
3. Everyone who will be dealing with MAFB must attend an **orientation session given on the second Wednesday of each month from 2:00 P.M. to 4:00 P.M. at MAFB. (No session in December**

ORIENTATION SESSIONS FOR 2012

Jan. 11, 2012
Feb. 8, 2012
Mar. 14, 2012
Apr. 11, 2012
May 9, 2012

Jun. 13, 2012
Jul. 11, 2012
Aug. 8, 2012
Sept. 12, 2012
Oct. 10, 2012
Nov. 14, 2012

4. You need only attend once, and there is no charge. Call us to sign up for an orientation class. **No children please.**
5. **After you attend an orientation session and all of the forms and attachments have been returned to MAFB, we will make an appointment to visit your agency site,** inspect the area for food storage and further discuss your feeding program. This is called an **"Initial Site Visit"**.
6. When all of the above requirements have been completed you will be able to shop temporarily until your application is presented to Board of Directors for final approval.
7. Once you begin shopping, you will pay a Shared Maintenance Fee (SMF) to the Montgomery Area Food Bank. This fee is to help defray the cost of the Food Bank being here for you. At this time, our donated product is 18¢ per pound, fresh produce & bread are 9¢ per pound. At times when we have an over abundance of product, agencies can receive these items at **NO CHARGE**. The Food Bank does not get certain items needed by our agencies donated. Therefore, we must go out and purchase these items. Our Resource Manager searches for the lowest price on purchased product and then we ask this price back from our agencies. This is the only time product will ever be over 18¢ a pound.

If you have any questions at all please contact me:

Vicky Manley

Agency Relations Coordinator

334-263-3784

vickymanley@earthlink.net

IMPORTANT DIRECTIONS
READ CAREFULLY BEFORE FILLING OUT YOUR
APPLICATION!!!

Please pay very close attention to the highlighted items!!

- 1.** Complete and return all forms contained in this packet, along with the attachments listed on the following pages. We cannot process your application with any of the requested material missing. Also, be sure that the Ex. Director or Pastor of your agency signs all appropriate forms. **Note: Even if the Ex. Director or Pastor will not be administering the program directly, he or she will ultimately be responsible for the food acquired from the Montgomery Area Food Bank (MAFB) for the records. The same signature should be on all forms.**
- 2.** Everyone who will be dealing with MAFB must attend an **orientation session given on the second Wednesday of each month from 2:00 P.M. to 4:00 P.M. at MAFB.** You need only attend once, and there is no charge. Call us to sign up for an orientation class. **No children, please.**
- 3.** **After all of the forms and attachments have been returned to MAFB, we will make an appointment to visit your agency site,** inspect the area for food storage and further discuss your feeding program. This is called an **“Initial Site Visit”.**
- 4.** When all of the above requirements have been completed, your application will be presented to MAFB’s Executive Director and, then, to the MAFB Board of Directors for final approval. You will be notified of the decision.
- 5.** **If you do not send all attachments** listed below with the application, **it will slow your approval.** The application cannot be completed without these attachments. **It is very, very important that you give us a budget from your church or organization** – You will need money set aside in your budget to pay for your pantry expenses. Your budget may come from a benevolence fund, donations, grants, or other sources, but you will need a regular source of money. In addition to the costs connected with getting food—whether through shared maintenance or purchase—you can count on some, of the following expenses: staffing, transportation, pest control, photocopying of forms, cleaning supplies, thermometers, and storage containers. On your submitted budget, you must show us where all of your agency funding comes from and how all of it is spent or saved. **A projected budget is not acceptable.**
- 6.** If you have any questions or need help, please do not hesitate to call at (334) 263-3784.

ATTACHMENTS YOU WILL NEED TO COMPLETE YOUR APPLICATION CHURCHES

(Pastor signs paperwork)

- 1. A list of the members of the agency's governing body, including their mailing addresses and telephone numbers (this might be your Board of Directors, Vestry, Deacons or President and officers).**
- 2. Copies of the following documents are required:**
 - a. Charter OR Church Covenant OR Church Creed**
 - b. Articles of Incorporation OR By-Laws**
- 3. Completed "Church Qualifier" form. (This form included in full application package)**
- 4. A letter from the governing body of your organization stating approval of the agency's participation in the MAFB (You may use the attachment in application packet called "Approval of Governing Body").**
- 5. A copy of your most recent Annual Report or your current Budget. This shows that your agency has funds set aside for this program, and that the money you use to operate does not come from an individual but from the agency.**
- 6. Detailed directions to your site and/or a map. This does not have to be a printed map. A form is attached to your packet for this information.**

NON PROFITS WITH A 501 (C) (3)

(Ex. Director signs paperwork)

- 1. A list of the members of the agency's governing body, including their mailing addresses and telephone numbers (this might be your Board of Directors, Vestry, Deacons or President and officers).**
- 2. We must have a copy of the IRS Letter of Determination of tax-exemption 501(c)(3) status.**
- 3. Articles of Incorporation OR By-Laws**
- 4. A letter from the governing body of your organization stating approval of the agency's participation in the MAFB (You may use the attachment in application packet called "Approval of Governing Body").**
- 5. Detailed directions to your site and/or a map. This does not have to be a printed map. A form is attached to your packet for this information.**

SAMPLE OF A 501(c)3 LETTER

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C-1130
ATLANTA, GA 30301

DATE: FEB 13, 1992

MONTGOMERY AREA FOOD BANK
561 TRADE CENTER STREET
MONTGOMERY, AL 36108

Employer Identification Number:
XXXXXXXX

Contact Person:
XXXXXXXX XXXXXX

Contact Telephone Number:
XXX-XXX-XXXX

Our Letter Dated:
August 5, 1987

Addendum Applies:
No

Dear Applicant:

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)3 is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a) (1) and 170 (b) (1) (A) (vi).

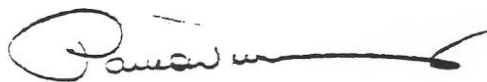
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Paul Williams
District Director

Partner Agency Information

... How to become a member of the Montgomery Area Food team

FREQUENTLY ASKED QUESTIONS

Who can join?

Partnership with the Food Bank is open to established churches, and to charities that have a 501(c)(3) status with the IRS.

Prospective agencies must submit a completed application package, attend one of our orientation classes and agree to follow the procedures and guidelines outlined in the contract forms. A Food Bank representative will also visit your site during the application process.

What types of food programs do partner agencies usually operate?

The two basic types of programs are food pantries, where clients receive unprepared food, or on-site feeding, where food is prepared and served on site, or delivered to persons in need.

What foods are available at the Food Bank?

Even though all food is donated and we can rarely predict what we will have or when, we receive donations typically reflective of the retail market. A wide variety of non-perishable foods, as well as refrigerated and frozen products and other things, such as cleaning and personal care items, are available at any given time.

Who is eligible to receive food that comes from the Food Bank?

People might be in need for a variety of reasons, such as chronic illness or disability, being too old or too young to work or having an income that does not provide for all the basic needs of the individual or family. Victims of natural disasters or domestic violence/abuse would also be eligible. Call the Food Bank if you are in doubt as to whether your clients are eligible.

There are already a lot of food pantries. Is there really a need for any more?

A national hunger study, conducted by America's Second Harvest in 2006, determined that, even with an improving economy, the number of people seeking emergency food assistance is increasing with the majority of the requests coming from working poor families, elderly living on a fixed but inadequate income and children.

What costs and savings are involved in being a Partner Agency?

The primary cost to the agencies is a small Share Maintenance Fee (SMF) for food received (just call to find out the amount of the SMF fee). The cost is a huge savings when compared to the grocery store.

There is also an optional delivery service available. Fees are charged according to distance of delivery.

What is the method of payment?

Payment is made at the time of shopping. We accept church or agency checks. No personal checks are accepted. Established agencies are able to request charge privileges.

Are there other requirements made of partner agencies?

Yes, agencies are required to keep records that demonstrate how the food is used once it leaves the Food Bank. (The procedures are simple and easy to follow.) This is to satisfy accountability requirements that we have to our donors. These records are checked periodically by a Food Bank representative. Also, agencies are required to store food in a safe and secure manner, to ensure that the food handed out is suitable for consumption.

How do we know if partnership with the Food Bank is right for our church or agency?

Successful food pantries and on-site feeding programs require a high degree of commitment on the part of the partner agency.

The Food Bank encourages anyone considering applying for partnership to ask these questions:

- 1) Have we done prospect research to determine that the group we want to serve really exists? Where will our clients come from? OR, for an existing program, do we feel that partnership with the Food Bank will help us stretch our resources with the money we save?
- 2) Do we have sufficient volunteers to shop, stock and distribute the food, as well as keep required records? If you have limited help, several of the smaller churches have avoided this problem by banding together and forming an inter-denominational agency.
- 3) Do we have sufficient funds available to sustain the kind of program we want to have? (Remember, your funds will go much further here than if you purchase at retail prices.)
- 4) Do we have sufficient space to dedicate to a food program? You will need both storage and distribution space.

What if we still have questions?

Find out more details by attending an orientation class. This class is held the second Wednesday of each month (except December) from 2:00 PM until about 4:00 PM. Please call to register. **(334) 263-3784**

PARTNER AGENCIES

OUR V.I.P.S

At the Montgomery Area Food Bank our partner agencies are V.I.P.'s – **VERY IMPORTANT PEOPLE**. As part of the Food Bank team, they perform a valuable and essential part of the mission. Because of the way we are structured, we are not able to provide direct service to clients. This is the function of our agencies. For a small charge, they obtain food at the Food Bank and distribute it to the needy people, at no cost to the clients.

.....And they **stretch** their valuable resources by using the Food Bank.

Annual savings realized by five typical partner agencies:

We appreciate your interest in partnership with the Montgomery Area Food Bank (MAFB). We hope this brochure is helpful in making your decision about joining us.

We are happy to discuss with you any questions you may have about how to tailor a feeding program to meet your particular needs.

Please give us a call at

334-263-3784

or

fax us at

334-262-6854

AGENCY

APPLICATION

Note:

**Applications pages must be printed
on separate pages.**

No front and back please!



Montgomery Area Food Bank (MAFB) Agency Information Sheet

Agency Name: _____
(church or non-profit)

Mailing address: _____

Physical address: _____

Agency Phone: _____
Alternate Phone: _____
Fax: _____
Email: _____
Cell Phone: _____

Contact Person/Program Director Information
(Address & Phone#):

Director* OR Pastor^:

KEY

- * Director of 501 (c) (3)
- ^ Pastor of the church

Approved Shoppers

(Persons authorized to shop, place orders, or pick up food)

County Agency Located:

FOOD PROGRAM INFORMATION

What per cent of your food requirements do you believe MAFB will furnish? _____

Type of Program (please check applicable box(es): On Site Food Box/Sack Both *Other

(Definition: On site: food is prepared; Food Box/Sack: food is not prepared)

*If "Other", briefly describe (such as "Christmas", "Thanksgiving" or Special Camps): _____

Of the following groups, estimate what percentage of each age group you plan to serve: Birth to 17 _____

_____ 18-60 _____ 61-up

ON-SITE FEEDING PROGRAMS

(Preparing and feeding ON-SITE. Includes Snack Programs if they are on site.)

How often do you plan to provide prepared meals on site during a month? _____

OR How often do you plan to provide snacks on site per month? _____

Day and hours of operation for on site feeding? _____ OR As needed _____

OR Holiday meals only _____

Approximately how many people do you plan to serve? _____ OR _____

(Number of individuals)

(No. of Families)

PANTRY PROGRAMS

(Bags or Boxes of food for clients to take home & prepare)

How often do you plan to provide bags or boxes during a month? _____

Day and hours of operation for pantry program? _____ OR As needed _____

OR Holiday bags or boxes only _____

Approximately how many people do you plan to serve? _____ OR _____

(Number of individuals)

(No. of Families)

Can we publish your agency's number on a referral list for those needing food assistance? Yes No

If yes, please fill out the "Referral List Information Sheet" enclosed and return with your completed application.

Signature of Agency Director* or Pastor^: _____ Date: _____

PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO YOUR PROGRAM(S)

Service Type	X	Category	X
Emergency Pantry/Food Box		Red Cross	
Soup Kitchen		Salvation Army	
Emergency Shelter		Faith Based	
Residential		Boys & Girls Clubs	
Day Care (child or adult)		Other	
Senior			
Rehab			
Youth Program			
Other			

If you need to give us further information, you may attach additional sheets to this form.



Feeding Hope
Across
Alabama

Montgomery Area Food Bank REFERRAL LIST INFORMATION SHEET

The Montgomery Area Food Bank relies on our Partner Agencies to distribute food to needy individuals in our service area. If you are interested in being available as an agency people in need can go for assistance, please fill in the information below. These questions help us direct people to your program. **Please note that if you say you will take referrals, be prepared because your information will be given out to those who call.**

Name of Church or Non Profit: _____

Physical Address (we use this address to pinpoint clients that might live near your agency)

Do you wish for us to give out your physical location? _____Yes _____No

Phone number to call for assistance _____

Will clients have to leave an answer on an answer machine and be called back at a later time?
_____Yes _____No

County where you are located? _____

Do you wish to get referrals from your County only? _____Yes _____No

Do you or can you deliver food to a client if they cannot come to you? _____Yes _____No
(We will refer clients that need delivery to you)

Please state days & hours of operation:

If you do not have specific days and hours of operation do you help on an as needed basis?
_____Yes _____No

Will the client need to bring specific items with them when they come for assistance? (picture ID, etc.)

Other remarks that will help us direct clients to you

Montgomery Area Food Bank Church Qualifier Form

(to be filled out by Churches ONLY)

The Internal Revenue Service uses 14 characteristics to determine whether an organization qualifies as a church. In accordance with this provision, an organization that functions as a church must certify that **at least ten** of these characteristics are evidenced by their program. The characteristics are as follows:

- _____ A distinct legal existence
- _____ A recognized creed and form of worship
- _____ A definite and distinct ecclesiastical government
- _____ A formal code of doctrine and discipline
- _____ A distinct religious history
- _____ A membership not associated with any other church or denomination
- _____ A complete organization of ordained ministers ministering to their congregations
- _____ Ordained ministers elected after completing prescribed courses of study
- _____ A literature of its own
- _____ Established places of worship
- _____ Regular congregations
- _____ Regular religious services
- _____ Sunday Schools for religious instruction of the young
- _____ Schools for the preparation of its ministers

Name of Agency: _____
(Church)

I, as Agency Director, certify that this organization meets the requirements for identification as a church. I have checked at least ten of the qualifiers above.

Signature of Pastor ^

Printed name of Pastor ^

Date

Criteria for Participation in the Montgomery Area Food Bank

Agency Name: _____

(Church or Non Profit)

Mailing Address: _____

This agency, whose name appears above, agrees to, and will comply, with the following criteria for participation as an agency of the Montgomery Area Food Bank (hereafter called MAFB):

1. Must have a 501(c)(3) exempt status with the Internal Revenue Service or be an established church.
2. Must serve the ill, needy and infants without regard to race, color, national origin, creed, age, sex, or disability.
3. Must serve food directly to its clients in the form of meals or distribute packaged food for emergency situations.
4. Must not sell, transfer, barter or offer for sale the items supplied by MAFB in exchange for money, property, or services or otherwise allow the items to reenter commercial channels.
5. Must not solicit contributions from food recipients nor charge recipients a membership fee.
6. Must not require food recipients to attend worship services, classes, etc., as a condition for receiving MAFB food.
7. Must not use MAFB food as refreshments for business meetings, fund raising or other functions.
8. Must provide transportation to pick up food at the MAFB warehouse.
9. Must have adequate refrigeration and clean, secure, off-the-floor storage space to insure the integrity of the food until used and/or redistributed.
10. Must be agreeable to monitoring by a panel of community persons and/or MAFB personnel.
11. Must agree to maintain a record keeping system of accountability, including client distribution records and a three-year file of all MAFB receipts, which must be cosigned and dated.
12. Must immediately report to the police any loss of food by theft and submit a copy of that report to MAFB. Any loss by fire or other mishap must also be reported to MAFB.
13. Must be agreeable to supporting the operation of MAFB with a shared maintenance contribution (SMC) for the food received, payable upon receipt or by pre-approved credit.
14. The agency recognizes and agrees that its participation in the food bank program is a privilege granted to it at the discretion of the MAFB, and the MAFB reserves the right to terminate the agency's participation at any time without notice and with or without cause.
15. Violation of any of these criteria will result in the MAFB utilizing the Probation/Suspension Policy, which is attached hereto.

Signature of Director* OR Pastor^

Date

Montgomery Area Food Bank Probation and Suspension Policy

Introduction

Member agencies participate in the Food Bank Program as a privilege granted at the discretion of the Montgomery Area food Bank (hereafter referred to as MAFB). Prior to membership, the MAFB shall conduct an onsite visit of each agency as part of the approval process. When the agency's application for membership has been approved, the MAFB shall conduct periodic monitoring visits of the member agency to insure compliance with the Criteria for Participation in the Montgomery Area Food Bank (hereinafter referred to as the Criteria). These visits will occur once during the first year and once every two years thereafter, although the MAFB has the right to monitor each member agency at any time and without notice.

Probation

If MAFB is made to believe that a member agency has failed to comply with the Criteria, the agency may be placed on probation for a period of three (3) months. The decision to place a member agency on probation shall rest with the Executive Director of the MAFB or its Board of Directors. In the event probation is imposed, the MAFB will serve upon the member agency written notice of the probationary status and an explanation of the causes and effects of the action. The member agency may contest the imposition of probation by submitting its reasons in writing to the MAFB's Board of Directors. The Board of Directors will consider the member agency's submission at its next regularly scheduled Board Meeting.

The purpose for probation is to alert a member agency of possible non-compliance and provide it an opportunity to bring its program into compliance. Food Bank staff will decide what, if any, restrictions will be placed on the agencies during the probationary period. At the end of the probationary period, the Executive Director shall review the member agency's situation and shall decide to (1) terminate probation, (2) extend the probationary period, or (3) proceed with suspension.

Suspension

The MAFB may suspend a member agency from further participation in the Food Bank Program if (1) a member agency has completed a probationary period and has failed to satisfy the MAFB that its program is in compliance, (2) the MAFB is made to believe that the member agency has exchanged donated food or other MAFB products for money, property or services or for using donated food for private use, or (3) the MAFB concludes that it is in the best interest of the Food Bank Program that the member agency is suspended. The authority to suspend a member agency rests with the Executive Director of the MAFB or its Board of Directors. Immediately upon suspension, a member agency shall not participate in the Food Bank Program and forfeits all privileges it may have with the MAFB. An agency may contest the imposition of suspension by submitting in writing its reasons therefore to the Board of Directors of the MAFB. The Board of Directors will consider the agency's submission at its next regularly scheduled meeting.

Acknowledgement

This is to acknowledge that I have read, understand and agree to the above Probation and Suspension Policy for the Montgomery Area Food Bank.

Name of Agency (Church or Non-Profit)

Director * OR Pastor's ^ Signature

Date

Approval of Governing Body

(Name of Agency)

(Church or Non-Profit)

wishes to participate as a member of the Montgomery Area Food Bank. We are not affiliated with any other food bank, and will not be in the future.

(Director * or Pastor's ^ Signature)

(Date)

(Chairman/President/Head Deacon, etc. of Governing Body)

(Date)

Release

Whereas, the Montgomery Area Food Bank (hereinafter referred to as MAFB) has offered to provide and supply certain food, foodstuffs and related items, as available, to:

Name of Agency
(Church or Non-Profit)

(hereinafter referred to as Donee), a 501(c)(3) charity or established church, and

Whereas, Donee has warranted to the MAFB that all items received will be duly inspected by a qualified member of its staff and found fit for human consumption or they will not be accepted.

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

1. That it has been awarded status of a 501(c)(3) charity or is, in fact, an established church.
2. That the MAFB and primary donor have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all such donated items.
3. That all items accepted are accepted in AS IS condition.
4. That Donee agrees to inspect the food as soon after receipt as is practicable and to determine whether the food is fit for human consumption. If not, the Donee will immediately discard any unfit food and advise the MAFB. The Donee is not responsible for hidden, unobservable defects that are defects which a prudent inspection would not disclose.
5. That Donee agrees to store all acceptable food in the manner as is appropriate given the nature of the various food products.
6. That Donee agrees to immediately destroy and/or discard any food upon notice that such food may not be fit for human consumption.
7. That Donee will serve the products as soon as possible to provide maximum palatability and freshness.
8. That Donee agrees to comply with all laws and ordinances concerning the storage, preparation and distribution of food.
9. That Donee hereby warrants and guarantees to the MAFB 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 whatsoever arising out of, or attributed to, any action by Donee in connection with its storage and/or use of the items supplied to it by MAFB.
10. That Donee agrees to notify the MAFB whenever it receives notice of any claim of liability with respect to the food.
11. That Donee will use the items only in a use related to its exempt purpose and solely for the feeding of the ill, the needy or infants.
12. That Donee will neither offer for sale, sell, transfer nor barter the items supplied by the MAFB in exchange for money, other properties or services.
13. Any restriction placed on the use or distribution of the donor, such as restriction of food to use in meals prepared on the premises of the Donee organization, will be strictly adhered to.

The undersigned hereby warrants that he/she is a legally warranted and authorized agent of the Donee, and by his/her legal signature does hereby bind it to the terms, conditions and limitations of this document of release.

Agency (Donee)
(Church or Non-Profit)

Date

Signature of Director * or Pastor ^

USDA COMMODITY AGREEMENT

Between a Recipient Agency and the Montgomery Area Food Bank

Name of Recipient Agency: _____
Street Address: _____ Mailing Address: _____
City: _____ State: _____ Zip: _____
Telephone: (____) _____ Fax: (____) _____ E-Mail Address: _____

Area to be served (city, county, etc.): _____ Number of households expected to serve: _____
This agency is (check appropriate box) Public Private non-profit. If private non-profit, documentation of
IRS Tax Exempt Status (501) (c) (3) must accompany
this Agreement.

Local health department approval is is not required for operation of the food distribution site(s).
The agency does does not have such approval.

The Montgomery Area Food Bank (hereinafter referred to as the MAFB) and the **Recipient Agency (hereinafter referred to as the RA)**, whose name and address appear above, enter into this Agreement for the purpose of implementing the Hunger Prevention Act (Public Law 100-435). In addition, the MAFB and the RA execute this Agreement (hereinafter referred to as the RA Contract) in contemplation of, and as a result of, the written agreement now in effect between the MAFB and the State Department of Education concerning the Temporary Emergency Food Assistance Program (hereinafter referred to as the State Contract). The parties intend that the RA Contract remain in effect for as long as the MAFB operates under the State Contract or any successive agreement of substantially identical terms between the MAFB and the State Department of Education, unless the RA Contract is otherwise terminated in accordance with the terms set forth herein. The MAFB agrees to distribute to eligible RAs in accordance with the regulations set forth by the USDA, 7 CRF, Department of Agriculture (USDA) and the Alabama Department of Education. The MAFB agrees to provide clean, sanitary and secure warehouse space for temporary storage of the USDA commodities. The RA agrees to pay a shared maintenance fee to help defray the MAFB's cost of operation.

The RA agrees to comply with all provisions of the Agreement, Regulations and Amendments thereto, and any instructions, policies or procedures issued in connection therewith. Specifically, the RA agrees to conform to the following requirements.

1. Accept only the amounts of commodities that can be used without waste.
2. Provide adequate facilities for the handling, storage, and distribution of commodities and properly safeguard the commodities against theft, spoilage or other loss. Donated foods shall not be sold, exchanged, or otherwise disposed of without the approval of the MAFB.
3. Not charge any individual for foods distributed.
4. Maintain accurate and complete records to document the receipt, disposal, and inventory of commodities as instructed by the MAFB.
 - A. For food box programs, each site must maintain a record of: (1) the names and addresses of all persons or households receiving USDA foods (2) the type of documentation used to determine need (see Attachment A) (3) the date food was given (4) household size (5) signature of person who receives food, and (6) social security number of person receiving food. This same information is required for all MAFB items distributed in food boxes—USDA items included. Attachment B should be used to record all food box food distributed.
 - B. For on-site feeding programs, USDA items used in prepared meals, as well as the number of people served, must be clearly noted on the menu (Attachment C).
5. Retain all records for a period of three (3) years from the end of the Federal fiscal year (October 1—September 30) to which they pertain or, if applicable, until any audit exception is resolved.
6. Permit representatives of the Alabama Department of Education or USDA or MAFB to inspect donated foods in storage or the facilities used in handling or storage of such donated foods, and to review or audit all records, including financial records, at any reasonable time.
7. Submit all reports required by the MAFB. Failure to file timely reports may be basis for cancellation of this Agreement.
8. Report promptly all instances of lost commodities to the MAFB. Lost commodities are those which, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been delivered to, or to be available in good condition for delivery, to needy persons or households for whom they were donated by USDA. Commodities may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use or other similar causes.
9. Distribute foods only to household whose eligibility is determined in accordance with the Eligibility Criteria as outlined in Attachment A.
10. The RA will give priority to the homeless.

11. The RA agrees to provide such information as may be requested and to cooperate to the extent necessary to sustain an effective food distribution program.
12. The RA agrees to operate its donated food program in compliance with all applicable State and Federal laws and all rules and regulations and policies established by the USDA, MAFB, and the Alabama Department of Education.
13. The RA accepts full responsibility for compliance with the provisions of this Agreement, including potential liability for any commodities lost through negligence or improper distribution.
14. The MAFB may distribute food to needy households at its site(s) or the MAFB may distribute through other organizations called Partner Distribution Organizations (PDO) which, in turn, distribute to needy households through its own site(s). A copy of the Agreement between the MAFB and the RA must be on file at the MAFB.
15. Attachments A, B and C shall become a part of this Agreement.
16. Civil Rights Assurance: The MAFB or, where applicable, RA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (PL88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (PL 93-112), Age Discrimination Act of 1975 (PL 94-135) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR, Part 15), Department of Justice (28 CFR, Parts 42 and 50) and FNS directives or regulations issued pursuant to the Act and the regulations, to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex or disability, be excluded from participation in, or be denied the benefit of, or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of, and for the purpose of, obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such a sale, lease or furnishing or services to the recipient, or any improvement made with Federal financial assistance extended to the program applicant by the Department.

This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food and cash assistance for purchase or rental food service equipment or any other financial assistance extends in reliance on the representations and agreement made in this assurance.

By accepting this assurance, the MAFB or, where applicable, RA agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI, and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the USDA, Food and Nutrition, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the MAFB or, where applicable, RA, its successors, transferees and assignees as long as it receives assistance from the Department. The person(s) whose signature(s) appear below is/are authorized to sign this assurance on the behalf of the program applicant.

17. Effective Period of Agreement: The RA Contract shall take effect immediately upon execution by all parties hereto and shall remain in effect as long as the MAFB operates under the State Contract or any successive agreement of substantially identical terms between the MAFB and the State Department of Education unless the RA Contract is otherwise terminated as provided herein. The RA Contract may be terminated upon 30-days written notice on the part of either party hereto. The MAFB may terminate the RA Contract upon receipt of evidence that the terms and conditions of the Agreement have not been complied with by the RA.

Upon any termination, the RA agrees to comply with the instruction of the MAFB in regard to transfer of all donated commodities remaining in the possession or control of the RA.

RECIPIENT AGENCY (RA)

MONTGOMERY AREA FOOD BANK (MAFB)

 (Signature)

 (Title)

 (Date)

 E. Parke Hinman, III, Executive Director

 (Date)

The following pages **DO NOT** have to be turned back in with your application. They are attachments that are noted on your USDA Contract and must be in this package. Your organization can keep these for reference.

Eligibility Criteria Form

(Attachment A to Agreement)

PLEASE NOTE:

FOOD RECIPIENTS CANNOT BE REQUIRED TO PAY ANY FEE OR DONATION.

Directions: Make copies of this form. Use ONE form for each head of household. Keep completed forms in a notebook in alphabetical order. Each time the client returns, you only need to complete the Listing form that contains the date, pounds and signature for that visit. These two forms are to be kept together.

Name (Last, First, Middle)

Address

City, State, Zip

Last 4 of Social Security Phone Number No. in Family

HOW MANY OF EACH AGE GROUP IS IN THIS HOUSEHOLD?

0-12 ___ 13-18 ___ 19-29 ___ 30-39 ___ 40-49 ___ 50-59 ___ 60-69 ___ 70 and above ___

ELIGIBILITY DETERMINATION

(Please check one or more boxes below to determine eligibility)

My household is eligible for receive food stamps

Special circumstances (example: fire, flood, injury)

My household is eligible for aid to families with dependent children

Please explain special circumstances: _____

My household is eligible for Supplemental Security Income (SSI)

My household is at or below the poverty level (As indicated by the chart below)

If you checked the box above "Income at or below the poverty level" use the following table.

This table is effective as of July 1, 2010 to June 30, 2011

Household Size	Per Year	Per Month	Per Week
1	\$ 14,079	\$ 1,174	\$ 271
2	18,941	1,579	365
3	23,803	1,984	458
4	28,665	2,389	552
5	33,527	2,794	645
6	38,389	3,200	739
7	43,251	3,605	832
8	48,113	4,010	926

For each additional Family Member, Add	+4,862	+406	+94
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I certify that my yearly gross household income is at or below the income listed on this form for households with the same number of people as my household, OR that my household participates in the program that I have checked on this form. To receive USDA product, I also certify that, as of today, my household lives in the area served by the Alabama Emergency Food Assistance Program. Program officials may verify what I have certified to be true. I understand that making a false certification may result in having to pay the State for the value of USDA commodities improperly issued to me and may subject me to criminal prosecution under State and Federal law.

Note: In accordance with Federal law and U.S. Department of Agriculture policy, institutions are prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint, write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington DC 20250-9410, or call 800-795-3272 (voice) or 202-720-6382 (TTY). USDA is an equal opportunity provider.

Signature

Date

Sample Menu (Attachment C to Agreement)

Please designate which foods are USDA Commodities, which are other Food Bank foods, if food from other sources has been used.

Day & Date: _____

Initials: _____

Breakfast (Number of People Served)	Food Prepared
Snacks (Number of People Served)	Food Prepared
Lunch (Number of People Served)	Food Prepared
Snacks (Number of People Served)	Food Prepared
Supper (Number of People Served)	Food Prepared
Snacks (Number of People Served)	Food Prepared
Other Items Used (Number of People Served)	Food Prepared



APPLICATION ATTACHMENT CHECK LIST

This is handy checklist help you be sure you all of your attachments for your application.

**THIS DOES NOT HAVE TO BE TURNED IN WITH
YOUR APPLICATION!!!!
IT IS FOR YOUR USE ONLY**

Application Attachments Required:

1. List with addresses and phone numbers of agency's governing body
2. Copy of 501(c)(3) N/A
3. Copy of Charter Copy of Covenant
 Copy of Creed (church) (church)
4. Copy of Articles of Incorporation **OR** By-Laws
5. Copy of annual report **AND/OR** Copy of current budget
6. Written directions and map to site location