

# MEMORANDUM OF AGREEMENT BETWEEN THE SOUTHEAST ALASKA FOOD BANK (SEAFB) AND THE UNIVERSITY OF ALASKA SOUTHEAST (UAS)

## Statement of Purpose

The Southeast Alaska Food Bank (SEAFB) will solicit, collect, temporarily warehouse, and distribute food and food related commodities for qualified 501(c)(3) non-profit agencies that serve needy groups, families and individuals within the southeast region of Alaska. The University of Alaska Southeast is a duly qualified 501(c)(3) non-profit agency whose purpose is compatible with the purpose expressed above, and enters into this agreement as a commitment to provide distribution of food and food related commodities to needy groups, families and individuals in accordance with the mission of SEAFB. It is understood that there is a minimum annual fee of \$200, or the sum total of food collected annually, assessed at \$0.14 per pound of food, whichever is greater. The annual fee is payable quarterly to SEAFB, is required as long as this agreement is in effect.

Both parties agree to the following terms and conditions:

### A. SEAFB agrees to:

1. Collect and make available donated products in quantities that are consistent with the availability of products and the ability of SEAFB to receive, store and distribute the products in a reasonable manner.
2. Establish, notify and post regular hours of operations. In case of emergency changes, every effort will be made to contact agencies as soon as possible by email, telephone, and posted notices. Distributions of products will be restricted to designated hours only with strict adherence to this policy.
3. Utilize an agency identification system and adopt operational procedures that will allow distributions only to participating member agencies and their authorized personnel. This system will be used each time that the member agency comes to retrieve products.
4. Maintain on file the original signed agreement for each participating member agency, and any other data regarding the agency's program activities that is deemed pertinent.
5. Maintain records, and provide upon request, statistical data regarding all commodities that are retrieved from SEAFB to be distributed. This is for audit purposes.
6. Maintain its facility in a manner that will ensure safe and sanitary conditions in order to protect the integrity of the commodities until the commodities can be distributed to participating member agencies.
7. Provide distribution services to participating member agencies without regard to race, creed, national origin, age, disabilities, or religious affiliation.
8. Abide by all local, state and federal health and sanitation laws and regulations, and be available for all reasonable requested inspections.
9. Provide management and supervision necessary to oversee staff and volunteer performance of their duties.
10. Assure equitable distribution of commodities to all participating member agencies. When shortages occur, limitations may be placed upon the amount that an agency may retrieve.


- B. University of Alaska Southeast (UAS) agrees to:
1. Comply with all SEAFB operational policies and procedures within the facility.
  2. Provide written evidence of agency's 501(c)(3) IRS determination.
  3. Provide a brief description of agency's program activities for SEAFB's files.
  4. Distribute commodities without regard to race, creed, national origin, age, disabilities, or religious affiliation.
  5. Ensure that commodities retrieved from SEAFB will not be subsequently sold, bartered, traded or transferred in exchange for goods, money, services, or other property.
  6. Make every effort to assign the same individual(s) to pick up commodities from the food bank. When a change is necessary, agency agrees to notify SEAFB in advance of the pick up.
  7. Retrieve only quantities of commodities that can be judiciously distributed within a reasonable amount of time in order to prevent hoarding products.
  8. Abide by SEAFB established hours of operations. Retrievals will not be permitted before or after the designated times.
  9. Make every effort to cooperate with SEAFB staff and volunteers.
  10. Identify the SEAFB as a food resource on agency promotional and solicitation correspondence, and avoid characterizing the agency as "Food Bank."
  11. Refrain from directly and independently obtaining food that is to be used in its authorized and customary operations from any establishment that has an arrangement authorizing SEAFB to retrieve food. This restriction does not apply to appeals for food by the agency to such an establishment in order to fulfill a need related to a special project that is not a continuing operation. This restriction also does not apply to appeals unrelated to the mission of SEAFB to distribute food and food related commodities to needy groups.

- C. Mutual Considerations: SEAFB and UAS agree to:
1. Work cooperatively to acquire and deliver food services to needy groups, families and individuals in the southeast region of Alaska.
  2. Communicate often with regard to environmental conditions, unusual situations, partners' performances, and general improvement of food distribution.
  3. Hold the other harmless and free from lawsuits, claims and obligations as protected by AS 17.20.320, Article 7, and the Bill Emerson Good Samaritan Food Donation Act of 1996.
  4. Allow either party to terminate this agreement by giving 30 days written notice to the other part. In the absence of such notice, this agreement is intended to be in effect indefinitely.
  5. Allow SEAFB to terminate this agreement immediately upon receipt of evidence that there is agency noncompliance with the terms and conditions of this agreement.

The undersigned represents that he/she is the duly authorized agent of the University of Alaska Southeast, certifies that he/she has read and understands this agreement, and that he/she is authorized to enter into this agreement on behalf of The University of Alaska Southeast. The undersigned's signature below indicates that the agency agrees to comply with the terms of this agreement.

 2/28/19

UAS Dean of Students      Date

 3/1/19

SEAFB Administrator      Date

 3/4/19

UAS Vice Chancellor      Date  
for Administration