



# Crossroads Community Services

A Redistribution Organization of the North Texas Food Bank  
Community Distribution Partner (CDP) Agreement

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CDP NAME

\_\_\_\_\_  
SITE ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

(The Site) (Herein the term "CDP" shall refer to the above CDP Name distributing food at the Site pursuant to the terms of this agreement.)

## I. INTRODUCTION

Initial

- a. The following agreement is between Crossroads Community Services (CCS) and the above stated Community Distribution Partner (CDP). CCS and the CDP must adhere to the compliance requirements of the North Texas Food Bank (NTFB).
- b. The purpose of this agreement between CCS and CDP is to provide definition and guidance for the partnership and foster a cooperative spirit between CCS and CDP while helping to provide solutions to the problem of hunger in our communities
- c. CCS reserves the right to suspend or terminate service to CDPs or their Clients who do not honor this agreement.
- d. CCS or CDP may terminate this agreement for any reason at any time with 30 days written notice. CDPs that cease Client services for 90 days must come into full compliance with this agreement before scheduling a food distribution.
- e. If this agreement is terminated, each party shall be liable for obligations incurred before the date of termination and any outstanding balance must be paid in full by either party.

## II. HANDLING FEES

Initial

- a. CDP shall pay a "Handling Fee" for food received. An invoice listing the pounds of food and the price per pound ("Handling Fee") will be sent within 3 business days after each food pick up. Handling Fees are subject to change and CCS will notify CDP of any price change prior to CDP submitting pick up confirmation.
  - i. Payment of Handling Fees is due upon receipt of invoice. Such payments are considered late 30 days after invoice date. CDPs will not be permitted to pick up food until all invoices (that are unpaid for more than thirty days after invoice date) are paid in full.



- b. CDPs can pay their invoices via check, cashier's check, money order, or through CCS' online payment system.
  - i. If CDP's check is returned for insufficient funds, CDP will no longer be allowed to pay with a check. Future payments must be made with a cashier's check, money order, or online payment until CCS notifies CDP in writing that it may resume paying by check.
- c. CDPs may not collect fees or monetary donations from the people who receive the food at the time of distribution. If a Client wishes to make a donation, donations must be anonymous and truly voluntary. Funding for the CDP may be collected only through donations from non-Clients, fundraisers, and grants.
- d. CDPs do not buy food from CCS. In any marketing materials, grants, etc., CDP may only refer to or describe the Handling Fees they pay pursuant this agreement.
- e. When a Pick-Up Confirmation is placed, and CDP does not arrive to pick up the food, CDP will be charged a \$0.02/lb. Restocking Fee.

### III. COMPLIANCE

Initial

- a. CDP agrees to comply with all rules, regulations, procedures and policies adopted by CCS and/or NTFB. Such policies include, but are not limited to: Civil Rights Training, Food Safety Training, and record keeping requirements. Copies of such policies will be furnished by CCS to CDP as they are adopted.
  - i. CDP agrees to distribute the food the same day it's picked up. Any leftover food must be distributed within 48 hours of the food pick up.
- b. CDP cannot operate a food pantry while this agreement is in place.
- c. Emergency food boxes available by CCS may be made available by the CDP to Clients to meet the immediate need of individuals who come between scheduled food distributions.
- d. CDP will adhere to the IRS eligibility requirements for receipt, storage, transfer, and use of donated product under section 170(e)(3) of the Internal Revenue Code and will ensure the safe and proper handling of the donated goods, conforming to all local, state, and federal regulations.
- e. CDP will be audited at least once a year by CCS and shall comply with all written requests for information or documentation made by CCS within 30 days. CDP agrees that CCS has the right to inspect and monitor the operations of CDP (whether announced or unannounced) at any time during regular business hours under this agreement including the right to inspect all sites operated by the CDP and to examine books, records, and information of the CDP relative to its operations under this agreement.
- f. The selling or redistribution of USDA products is a federal offense. Therefore, selling any product received from CCS is prohibited and CDPs cannot re-distribute any product received from CCS to another organization.



- g. The CDP will not engage in discrimination against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation (including gender identity or expression), unfavorable discharge from the military or status as a protected veteran in the provision of services.

#### \_\_\_\_\_ **IV. CLIENT ENROLLMENT**

Initial

- a. CDP is responsible for enrolling all persons who receive food as Clients. CDP shall obtain all information and documentation requested by Crossroads and its affiliated partners in connection with enrolling and qualifying persons as Clients. Every year Clients must fill out a new TEFAP Application. Every 6 months, all Clients need to either confirm their current information is accurate or provide new documentation if it has changed.

#### \_\_\_\_\_ **V. PICK-UP CONFIRMATION**

Initial

- a. The site coordinator at the CDP is to submit a “Pick-Up Confirmation” on the CCS website by the close-of-business two days before their scheduled pick-up. If the Pick-up Confirmation is not received by the deadline, the order will not be filled.
- b. If CDP needs to reschedule a food pick-up (from its regularly scheduled pick up date/time) a one-week notice is required. Unforeseen delays may be accommodated at the discretion of CCS.
  - i. When CDP has an emergency, please notify CCS immediately. If possible, CDP’s order will be rescheduled that month.
  - ii. If CDP knows it will not pick up food for the month, it must notify CCS as soon as possible.
- c. CCS reserves the right to adjust pick-up times.

#### \_\_\_\_\_ **VI. FOOD PICK-UP**

Initial

- a. CDP agrees to accept all food and other items received from CCS in “as is” condition.
- b. The original donor of product, CCS, NTFB, and Feeding America are referred to collectively as “The Donor.” The Donor makes no express representations or warranties and no express representation of warranty has been relied upon by CDP in relation to any food or goods delivered to CDP and there are no implied warranties with respect thereto including any implied warranties of merchantability or fitness for a particular purpose all of which are hereby waived. The Donor shall be held harmless by CDP from any claims or obligations in regard to the food or goods delivered pursuant hereto that the CDP or any Clients of the CDP may have or assert against the Donor.
- c. CDP shall pick up its food (in bulk) at CCS in the private alleyway off Park Ave.



- d. At its first pickup, CDP will be issued an insulated pallet blanket to use when transporting refrigerated and frozen items. The pallet blanket must be used each time CDP picks up food.
  - i. If pallet blanket is not utilized, CCS cannot release frozen and refrigerated items to CDP.
  - ii. CDPs pay a \$75 deposit for a pallet blanket.
- e. When food is picked-up, a CDP representative will receive the following: *Master Pick List*, *Signature Sheet*, and for each registered household, an *Individual Pick List*.
- f. The CDP representative is responsible for checking that the food loaded into CDP's vehicle(s) matches the *Master Pick List*. Before leaving CCS, the representative will sign the *Acknowledgement of Receipt* on the *Master Pick List* to confirm that all product was received. Any discrepancies must be noted on the *Master Pick List* before signing. When food arrives at site, a second representative of the CDP must sign the *Master Pick List*.

## VII. FOOD DISTRIBUTION

Initial

- a. The coordinators and volunteers at CDP sites will distribute groceries the same day of food pickup from CCS and will abide by CCS and NTFB Handling and Safety Practices and in conformance with local, state, and federal regulations. CDPs can pre-sort food packages for Clients but cannot repackage previously packaged food.
- b. Clients of the CDP are expected to pick up their food on the scheduled day of distribution. The Site Coordinator may hold food for no more than 48 hours for persons with emergencies who must miss their food pick up. After 48 hours, the food must be distributed to other persons eligible for food assistance.
- c. If CDP is found to be storing food for longer than 48 hours (with the exception of Emergency Boxes), CDP will be immediately put on hold and will not be eligible for further pick-ups until the situation is resolved to the satisfaction of CCS.
- d. Clients of a CDP who miss two consecutive food pick-ups or three pick-ups in a 6-month period must be removed from the food program and must wait 60-days before they can re-enroll.
- e. Each Client of a CDP must sign the Signature Sheet provided by CCS to verify Client received their food, and all Signature Sheets must be kept in a locked filing cabinet for 2 years by the CDP.

## VIII. MISCELLANEOUS

Initial

- a. Any notice or communication under this agreement that is required to be in writing may be given by depositing the same in the United States Postal Service, post-paid certified and addressed to the party to be notified, return receipt requested, or by delivering the same in person to such party. Notice deposited in the mail as described shall be effective three days after such deposit. Notice given in any



other manner shall be effective only when delivered to the party to be notified or to such party's address for purposes of notice as set forth herein.

- b. CDP agrees to pay any and all costs CCS incurs to collect past due payments.
- c. In the event of a controversy or claim (a "Dispute") between the CDP and CCS, the both parties agree to make a good faith attempt to resolve the Dispute through direct discussions.
- d. Both CCS and CDP agrees to engage in honest and ethical conduct as it relates to the CDP Program. Poor and/or aggressive behavior is grounds for termination of this agreement.
- e. All covenants and obligations contained in this agreement shall bind and extend and ensure to the benefit of the parties hereto their successors and assigns.
- f. Time is of the essence of this agreement.
- g. All obligations hereunder not fully performed by the expiration or early termination of this agreement shall survive the expiration or early termination hereof.
- h. No custom or practice which may evolve between the parties hereto shall waive or diminish the right of CCS to insist on strict performance by CDP of the terms of this agreement.
- i. This agreement is for the sole benefit of the parties hereto and, without the express written consent of both parties, no third party shall be deemed a third-party beneficiary hereof.
- j. This agreement supersedes and cancels all previous agreements and understandings if any between the parties with respect to the subject matter of this agreement.
- k. This agreement may not be amended, altered, changed or extended except by an instrument in writing signed by both parties.
- l. CDP represents and warrants that the person executing this agreement on behalf of CDP has full right, power and authority to execute, deliver, and perform this agreement.
- m. CCS AND CDP WAIVE THEIR RIGHT TO TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM OR CAUSE OF ACTION BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES PROVIDED PURSUANT HERETO.

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This Agreement is executed and delivered as of the date set forth on the first page hereof. By signing below, CDP agrees to all contractual obligations, policies, and procedures, and confirms that CDP has read and understood the CDP Handbook.

_____ Printed Name of CDP Representative  <i>Jay Cole</i> _____ Printed Name of CCS Executive Director	_____ Signature of CDP Representative  <i>JWC</i> _____ Signature of CCS Executive Director
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