



Feeding the Valley Food Bank

Agency Membership

Agreement

For office – DO NOT COMPLETE THIS SECTION

Agency Name: _____ Date Returned Agreement _____

Feeding the Valley Basic Membership Agreement

Agency Name: _____

This Basic Membership Agreement must be completed, initialed, and signed by the Agency Executive Director and returned to the Food Bank no later than July 1, 2019.

Feeding the Valley Inc. (“The Food Bank”) and the Member Agency (“Agency”) agree to the following terms and conditions. The Food Bank agrees to provide donated food to the Agency. The Agency will use that food in programs serving people needing food assistance from July 1, 2019 through June 30, 2020. The Food Bank and the Agency acknowledge that each is freely and voluntarily entering into this Basic Membership Agreement. Either party may terminate the agreement at any time by telling the other party in writing of such a decision by its Executive Director/ Pastor/CEO.

Membership

1. Each Agency will pay an annual membership fee before accessing The Food Bank’s services. The fee is due by July 1, 2019, accompanied by a signed copy of this Basic Membership Agreement. The membership fee is \$50.00 for each emergency food program site (pantry, meal site, shelter). Membership fees are non-transferrable and non-refundable.
2. The Agency must be a private, non-profit, tax-exempt or religious organization. The Agency may not be a private foundation and its sponsored programs may not be private foundations. The Agency must be incorporated for serving the ill, needy or infants (minor children).

Note: Agencies that are not churches must actively maintain their 501(c)(3) status with the IRS. The IRS requires all non-church 501(c)(3) organizations to file an annual return or notice. Those that fail to do so for three consecutive years will have their 501(c)(3) status automatically revoked by the IRS. If status is revoked, your membership with The Food Bank will be suspended until evidence of IRS reinstatement is provided.

3. The Agency assumes programmatic, financial and legal responsibility for all sponsored programs’ obligations with The Food Bank.
4. The Agency will not engage in discrimination against any person on the grounds of race, color, citizenship, immigration status, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, and gender identity, unfavorable discharge from the military or protected veteran status.
5. There must be an established need in your community for a new food program. The Food Bank reserves the right to review the concentration of agencies in your community. If a food program already exists in your neighborhood, then it maybe more beneficial to collaborate with them.

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Program Requirements

A program site is defined as the physical location where an Agency stores and distributes Food Bank foods and products. Program memberships are non-transferable.

The Agency agrees to the following:

Receipt of Food

1. Each member program must place an order with The Food Bank at least once every 3 months. Programs that are unable to do so will be suspended or inactivated, and will not automatically receive annual membership renewal materials. Programs on suspension or inactive status must reapply for membership and will be considered according to regional needs determined by The Food Bank. Renewal of membership is not guaranteed for programs with lapsed membership.
2. Each Agency will contribute to the “shared maintenance” of The Food Bank. This Shared Maintenance Fee (SMF) is assessed for every pound of donated food received by member programs. The SMF is set by The Food Bank, but shall be no greater than 19 cents per pound. The SMF is subject to change and may be waived or reduced if deemed appropriate by The Food Bank.
3. Agencies will accept Food Bank food “as is” and will store it safely and securely at the program site. Food and products from The Food Bank must be locked when not in use by the feeding program.
4. The Food Bank reserves the right to limit the amount of product available to each program and to change the method and policies for food distribution to member programs. Such changes will not warrant a refund of membership fees.
5. The Agency will keep their receipts on file at the program site for three years plus the current fiscal year.
6. All products from The Food Bank must be transported directly to the program site, adhering to time and temperature food safety regulations in transit.
7. The Agency agrees to adhere to donor requirements about all donated product.
8. The Agency agrees to hold harmless the original donor, The Food Bank and Feeding America from any claims or obligations in regards to the Agency or the donated product.
9. The original donor, The Food Bank and Feeding America offer no express warranties in relation to the product.

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Distribution of Food

1. Products from The Food Bank will only be used to feed people in need of food assistance in a manner related to the tax-exempt purpose of the organization.
2. Products from The Food Bank will be distributed within two months from time purchased at The Food Bank. Failure to do so will result in the program being suspended until the situation is rectified.
3. Products from The Food Bank will only be distributed to clients, not to staff or volunteers unless they go through the same qualifying and distribution process as other clients. Staff and/or volunteers who do qualify to access food will not be given preferential or priority treatment.
4. Products from The Food Bank will not be exchanged for money, property or participation in religious or other services (including volunteer service). The Agency agrees to provide meals, snacks, emergency food bags or non-food items from The Food Bank to its clients free of any direct or indirect charges.
5. Religious materials and activities (such as worship, proselytization and/or religious instruction) must be separate from food distributions in time or location.
6. Food Bank products obtained for one food program site will not be shared with or redistributed to other program sites within the Agency, nor shared with other agencies or organizations.
7. Product acquired from the Food Bank for the purpose agreed upon in the Agency application, may not be used for any other programs.

For example, if the Agency applies for membership as a Food Pantry, the Agency may not use the food for other programs including, but not limited to, soup kitchens/meal programs, retreats, Sunday School, convents, Bible studies, Church fellowship functions, appreciation banquets, fundraisers or any other institutional uses.

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Location, Communication and Hours of Operation

1. Emergency feeding programs (pantries, meal sites, and shelters) must be available to clients by telephone at the number on file with The Food Bank. The Food Bank will share this number with the public.
2. Emergency feeding programs (pantries, meal sites and shelters) must be open during the hours they have on file at The Food Bank and must inform The Food Bank in writing/email of any changes. Failure to do so will result in suspension until the situation is rectified.
3. Products from The Food Bank should only be distributed during posted hours at the location on file at The Food Bank. Emergencies should be handled on a one on one basis.
4. Emergency feeding programs (pantries and meal sites) must post their hours of operation on an external part of their program's site.
5. Emergency pantries or meal programs that change their location or days/hours of operation must have prior approval (written or electronic) from The Food Bank.
6. Programs that change the location of their food storage, preparation or distribution must first have that space inspected and approved by The Food Bank.

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Primary Contacts and Authorized Shoppers

1. Agencies will name one individual at each program site as that program's representative and primary contact with The Food Bank.
2. The primary contact may designate and terminate authorized pick-up personnel and online ordering contacts and must do so in writing. The Food Bank reserves the right to approve or withdraw the privileges of any individual shopper.
3. All primary contacts will maintain and use a valid email account, as email is the primary form of communication with The Food Bank.

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Reporting

Programs will submit accurate and timely statistical data about clients served and the distribution of Food Bank products.

1. Agencies must submit reports monthly. Reports are due on the fifth working day of the next month.
2. Agencies that have not submitted complete and accurate reports by the stated deadline will be suspended until their reports are brought up to date.

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Site Monitoring

The Food Bank is required by Feeding America to conduct a site-monitoring visit of each program at least once every two years.

1. Agencies will participate in a scheduled site-monitoring visit at least once every two years. Food Bank staff will interview program staff, review program's records and receipts, inspect the program's food storage site to ensure food safety and will provide on-site food safety guidance.
2. Agencies that are not compliant with this requirement will be suspended until a site visit can be conducted.
3. The Agency's assigned primary contact with The Food Bank must be present and available during the site-monitoring visit.
4. Agencies will keep a copy of all Food Bank invoices and monthly reports on file for a period of three fiscal years plus the current fiscal year. Fiscal year is July 1 – June 30.

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Food Safety

1. The Agency must have a system for securing donated product received and have adequate refrigeration/freezer space and dry storage at your distribution site to ensure the food safety.
2. Every Agency must have at least one staff member trained in basic food safety.
3. Agencies will adhere to The Food Bank's "FTV Food Safety Manual".
4. The Food Bank will notify Agencies of recalled products via email, signs in the warehouse or phone calls. Member programs will remove all recalled products from their inventory, dispose of recalled products, notify their customers of product recalls and maintain records of removal and disposal of recalled products.
5. Critical violations of food safety regulations may result in suspension or termination of the Agency's membership with The Food Bank.
6. The Agency must agree to meet any applicable local, state and federal health and safety requirements regarding the safe and proper handling of donated food.

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Billing and Payment

1. Shared maintenance fees and other fees may be paid in person at the time of service or can be charged to the Agency's account.
2. The Food Bank will provide monthly statements for each Agency. Agency agrees to pay all charges within thirty days of the statement date and to keep its financial account with The Food Bank in good standing.
3. The Agency agrees to make all payments in the form of a check from the Agency or its program. The Food Bank cannot accept cash, money orders, personal checks or payments from third parties. The Food Bank will charge a \$30.00 fee for each returned check.
4. The Food Bank reserves the right to limit services, restrict access to certain foods, and/or suspend the membership of Agencies (all of their sponsored programs) with overdue accounts and to place overdue accounts into collection.
5. Termination of Agency membership does not eliminate outstanding financial accounts with The Food Bank.
6. The Food Bank reserves the right to levy the following fees for service or violation of agreement
 - Membership Fees: \$50.00 due July 1 each year
 - Returned Check Fee: \$30.00 per incident
 - Restocking Fee (for missed pick-up): \$40.00 per incident

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Disaster Planning and Protecting Personal Information

1. To ensure the network's ability to provide adequate support during an unplanned disaster, all emergency feeding programs should have a written disaster plan on file.
2. In order to protect the privacy of the people visiting programs sites, programs will not provide personal identifying information to anyone outside of the emergency food network (Staff from The Food Bank, officials from USDA, GNAF and Feeding America) may inspect records at the Agency site.

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Grievance Procedure

Agencies may voice concerns or appeal any decisions made by Food Bank personnel. Place your concerns in writing and send to the Director of Operations and/or President & CEO. Appeals will be reviewed and written notification will be sent to the Agency’s primary contact.

By signing below, the parties agree to the terms and conditions stated in this Basic Membership Agreement.

Signature, Executive Director or Pastor

Date

Feeding the Valley Representative

Date

This signed agreement and the annual membership fee must be returned by July 1, 2019.