



# 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, signed by the Agency Pastor or Executive Director and returned to the Food Bank no later than November 1 of each year.

Feeding the Valley Inc. (FTV) and the Member Agency agree to the following terms and conditions. The FTV agrees to provide donated food to the member agency. The member agency will use that food in programs serving people needing food assistance for 12-month period starting November 1 of each year. FTV and the member agency acknowledge that each party 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 member agency will pay an annual membership fee before accessing FTV's services. The fee is due by November 1 of each year, 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 member agency must be a public charity, non-profit, tax-exempt religious organization with a 501 (c) 3. The member agency may not be a private foundation and its sponsored programs may not be private foundations. The member agency must be incorporated for serving the ill, needy or infants (minor children).

**Note: All agencies must actively maintain their 501c (3) statuses with the IRS. The IRS requires all non-church 501c (3) organizations to file an annual return or notice. Those that fail to do so for three consecutive years will have their 501c (3) statuses 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. All sponsors must have an ACTIVE 501 (c) 3**

3. The member agency assumes programmatic, financial and legal responsibility for all sponsored programs' obligations with FTV.
4. All shelters, daycares, group homes, residential services must have regulated facilities licensed by the Department of Regulatory and/or Family Services.
5. The member agency will not engage in discrimination against any person on the grounds of race, color, citizenship, immigrations status, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, and gender identity, unfavorable discharge from the military or protected veteran status.
6. There must be an established need in your community for a new food program. FTV reserves the right to review the concentration of agencies in your community. If a food program already exists within five miles of another Agency operating a similar outreach program, then FTV will suggests that the agencies collaborate to serve the community with a team effort. The applying agency may not be approved if providing the same service in close proximity to an existing member agency.

Initial \_\_\_\_\_

## **Program Requirements**

A program site is the physical location where a member agency stores and distributes FTV foods and products. Program memberships are non-transferable.

### **The Member Agency agrees to the following:**

#### **Receipt of Food**

1. Each member program must place an order with the FTV at least once every 3 months. Programs that are unable to do so will be suspended or inactivate, and will not automatically receive annual membership renewal materials. Programs on suspension or inactivate status must reapply for membership and will be considered according to regional needs determined by FTV. Renewal of membership is not guaranteed for programs that allow membership to lapse.
2. Each member agency will contribute to the “shared maintenance “for product to FTV. This Shared Maintenance Fee (SMF) is assessed for every pound of donated, USDA, GNAP food received by member programs. The SMF is set by FTV, but shall be no greater that 19 cents per pound. The SMF is subject to change and may be waived or reduce for any portion of items deemed appropriate by FTV.
3. Programs will accept FTV food “as is” and will store it safely and securely at the program site. Food and products from FTV must be stored in a secured area when not in use by the feeding program.
4. FTV 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 member agency must keep FTV receipts on file at the program site for three years plus the current fiscal year. Additionally, all applications for food must be kept 3 years.
6. All products from FTV must be taken directly to the program site, adhering to time and temperature food safety regulations in transit.
7. The member agency releases Feeding America, FTV and original donors of donated products from any liability resulting from the donated product.
8. The member agency agrees to adhere to donor requirements about all donated product.
9. The member agency agrees to hold harmless the original Donor, FTV and Feeding America from any claims or obligations concerning the Agency or the donated Product.
10. The original Donor, FTV and Feeding America offer no express warranties in relation to the Product.

Initial \_\_\_\_\_

#### **Distribution of Food**

1. Products ordered from the food bank may be used only to feed people in need of food assistance in a manner related to the tax-exempt purpose of the organization.
2. Products ordered from FTV must be distributed within two months from date of purchase. Failure to distribute the food in a timely manner may result in the program being suspended until the situation is rectified.
3. Products from FTV must 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 FTV may not be exchanged for money, property or participation in religious programs or other services (including volunteer service). The member agency agrees to provide meals, snacks, emergency food bags or non-food items received from FTV 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. FTV products obtained from the food bank may not be shared, given or redistributed to other food feeding program sites.

7. The partner agency must be located in and distribute food in FTV service area. Our service area includes Calhoun, Chattahoochee, Clay, Dougherty, Harris, Lee, Marion, Meriwether, Muscogee, Quitman, Randolph, Schley, Stewart, Talbot, Terrell, Troup, Webster counties in Georgia and Russell in Alabama.
8. Partner Agencies cannot operate the food distribution program out of a personal residence.
9. If distributing chilled or frozen product, the agency must have a refrigerator and freezer designed units for the food program.
10. Product acquired from FTV must be used for the purpose agreed upon in the Agency Application. Not 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 function's, appreciation banquets, fundraisers or any other institutional uses.*

Initial \_\_\_\_\_

**Location, Communication and Hours of Operation**

1. Emergency feeding programs (pantries, meal sites, and shelters) must be available to any clients by telephone at the number on file with FTV. FTV will not 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 FTV and must inform FTV in writing/email of any changes. Failure to do so will result in suspension.
3. Products from FTV should only be distributed during posted hours at the location. Any emergencies issue 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 programs 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 FTV.

Initial \_\_\_\_\_

**Primary Contacts and Authorized Shoppers**

1. Agencies will name one individual at each program site as that program's representative and primary contact with FTV.
2. The primary contact may designate and terminate authorized pick-up personnel and online ordering contacts and must do so in writing. FTV 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 FTV.
4. During inside warehouse shopping, a maximum of two shoppers will be allowed in the building at one time. Shopping time will be limited to 30 minutes.

Initial \_\_\_\_\_

**Reporting**

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

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

Initial \_\_\_\_\_

## Site Monitoring

FTV member with Feeding America is required to conduct a site-monitoring visit of each program at least once every two years.

1. Programs will participate in a scheduled site-monitoring visit at least once every two years. FTV staff will interview program staff, review programs, records, and receipts, inspect the program's food storage site to ensure food safety and will provide on-site food safety guidance.
2. Programs that are not compliant with this requirement will be suspended until a site visit can be conducted.
3. The feeding program Executive Director and Program Director must be present and available during the site-monitoring visit.
4. Programs will keep a copy of FTV invoices and Monthly Reports on file for a period of three fiscal years plus the current fiscal year.
5. Failure of any agency partner missing more than two site monitoring visits can be subject to disciplinary restrictions or imposed (suspension or termination).

Initial \_\_\_\_\_

## 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. FTV will notify programs 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.
3. Critical violations of food safety regulations may result in suspension or termination of the program's membership with FTV.
4. All food transported from FTV must be transported with a cover to protect the food.
5. 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.
6. All agencies must have one individual trained on the SERV Safe Flood Handler Course. This training is on line and the certification is good for three years. To complete the training go to [www.ServSafet.com](http://www.ServSafet.com). Go to the bottom of the page and click on SERV Safe Food Handlers. Enter your state and then click on the online bundle for \$15.00. Once completed you will need to send a copy of the certificate to FTV. All current pantries must have training completed by November 1, 2022.



### SERVSAFE FOOD HANDLER ONLINE COURSE AND ASSESSMENT BUNDLE

\$15.00

State Version: Non-state specific  
Languages: English/Spanish/Simplified  
Chinese/Korean/Vietnamese  
Exam Type: Three attempts at the online assessment are  
Included  
Certificate: The ServSafe Food Handler Certificate is valid for  
three years  
Food Code: 2017 FDA Food Code  
Product SKU: SSECT6

ServSafe 6th Edition Food Handler® Online Course and  
Assessment is a comprehensive solution that delivers  
consistent food safety training to employees. This ensures  
the same food safety principles are delivered each and every  
time.

Initial \_\_\_\_\_

**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 program’s account.
2. FTV will provide monthly statements for each program. The member agency agrees to pay all charges within thirty days of the statement date and to keep its financial account with FTV in good standing.
3. The member agency agrees to make all payments in the form of a check from the member agency or its program. FTV cannot accept cash, money orders, personal checks or payments from third parties. FTV will charge a \$30.00 fee for each returned check.
4. FTV 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 or program membership does not eliminate outstanding financial accounts with The Food Bank.
6. FTV reserves the right to levy the following fees for service or violation of agreement
  - Membership Fees: \$50.00 due November 1 each year
  - Returned Check Fee: \$30.00 per incident
  - Restocking Fee (for missed pick-up): \$40.00

Initial\_\_\_\_\_

**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 program sites, programs will not provide personal identifying information to anyone outside of the emergency food network (Staff from FTV, officials from USDA – GNAP and Feeding America) may inspect records at the program site.

Initial\_\_\_\_\_

**Grievance Procedure**

Agencies may voice concerns or appeal any decisions made by FTV 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 concerned party.

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

\_\_\_\_\_  
Signature, Executive Director or Pastor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Feeding the Valley Representative

\_\_\_\_\_  
Date