Feeding the Valley Food Bank

Agency Membership

Agreement

_____

For office – DO NOT COMPLETE THIS SECTION

Agency Number and Name:

_____

Date Agreement Returned _____

Membership Agreement

Date __/__/____ Current Agency Number _____

Name of Agency:

_____

Agency Phone: _____ County Serving _____

(Clients should be able to call this #)

It is important that we always have your most current contact information so we can reach you quickly if an emergency or unexpected situation arises.

If your phone number, email address, mailing address, or primary contact details are changed, please let us know as soon as possible. Keeping your information up to date helps us stay connected and ensures we can communicate with you when it matters most.

Primary Contact

Program Director

Name: _____

Email: _____

Phone: _____

Cell: _____

Executive Director or Pastor

Name: _____

Email: _____

Phone: _____

Cell: _____

Physical Address of Distribution Site

_____

Mailing Address

_____

Hours of Operation:

(Please specify your distribution time & day(s) of the month i.e., 1st Saturday, 2nd Wednesday)

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Example					1st & 3rd 9 am to 12 pm		
Food Pantry							
Feeding Sites							

Agency Authorized Shoppers

Please list the first/last names of the two authorized shoppers for your agency. Shoppers must have current working emails and phone numbers and are accountable for record-keeping, food safety, and inventory control. Shoppers may only be on one organization's shopping list. (Any organization with more than one institution unit under the total group, may have one shopper for all the units.)

Name	Phone Number	Email	
			Online Shopper
			Online Shopper
			Authorized Pickup Person
			Authorized Pickup Person
			Accounts Payable Staff

Feeding the Valley Basic Membership Agreement

Agency Name: _____

This Basic Membership Agreement must be completed, signed by the 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. 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 months 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-transferable and non-refundable.

2. The member agency must be a public charity, nonprofit, 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 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 who fail to do so for three consecutive years will have their 501(c)(3) status automatically revoked by the IRS. If your 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, and 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, immigration status, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, gender identity, unfavorable discharge from the military or protected veteran status.
6. FTV discourages agencies in close proximity to each other who operate very similar programs. Should a similar agency exist close to your location, FTV will request a partnership between the agencies and disapprove the new agency application.

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 FTV at least once every 3 months. Programs that are unable to do so will be suspended or inactive 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 FTV. Renewal of membership is not guaranteed for programs that allow membership to lapse.
2. Each member agency will contribute to the "shared maintenance" of the product to FTV. This Shared Maintenance Fee (SMF) is assessed for every pound of donated, USDA, or GNAP food received by member programs. The SMF is set by FTV but shall be no greater than 19 cents per pound. The SMF is subject to change and may be waived or reduced 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 secure 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 for 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 products.
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.
11. Please take a moment to review your order before leaving the warehouse to make sure everything is included and accurate. Please resolve any issues with your order before you leave the warehouse. Once your order has been picked up and you leave the warehouse, all transactions are considered final.

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 of the date of purchase. Failure to distribute the food on time 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 the 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 products, the agency must have designated refrigerator and freezer units for the food program.
10. Product acquired from FTV must be used for the purpose agreed upon in the Agency application and not to 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.

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.
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 emergency 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 program site.
5. Emergency pantries or meal programs that change their location or days/hours of operation must have prior approval (written or electronic) from FTV.
6. Programs that change the location of their food storage, preparation, or distribution must first have that space inspected and approved by FTV.

Initial_____

Media & Public Communications

We value the important work our Partner Agencies do and appreciate you sharing your impact with the community. If you are speaking with the media or posting on social media about programs involving Feeding the Valley, please use discretion when referring to our partnership, services, or operations to help ensure information is accurate and consistent. If you have any questions about how to reference Feeding the Valley, please contact us before interviews or make public statements. We are always happy to help and appreciate your partnership in serving our neighbors.

Initial _____

Who do we Notify in case of an Emergency?

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.

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

As a member of Feeding America, FTV 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 three fiscal years plus the current fiscal year.
5. Any partner agency missing more than two site monitoring visits can be subject to disciplinary restrictions or up to and including suspension and termination.

Initial _____

Food Safety

1. The Agency must have a system for securing donated products received and have adequate refrigeration/freezer space and dry storage at your distribution site to ensure 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 in SERV Safe Food Handler for Food Banking Course. This certificate remains valid as long as the holder remains active within the agency. It is the agency's responsibility to notify Feeding the Valley if the designated individual departs, at which point a new replacement will need to be trained.

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 make monthly statements available online through the Partner Agency Portal 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. Account balances not paid by 45 days from the invoice date will incur finance charges equivalent to 1.5% of that balance per month, 18% annually. The agency's account will be suspended if it goes delinquent past 90 days. The suspension will not be lifted until the total balance is paid.
3. The member agency agrees to process all payments using either the organization's company check or credit card. Credit card payments may be made through the agency portal or in person. . It can take up to 3 business days for payment to reflect on your account. For security reasons, we cannot accept cash. A $30.00 fee will be applied 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 FTV.
6. FTV reserves the right to levy the following fees for service or violation of the 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 them to the Chief Operations Officer and/or President & CEO. Appeals will be reviewed, and written notifications will be sent to the concerned party.

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

_____ _____

Signature, Executive Director, or Pastor Date

Michelle Henry

_____ _____

Feeding the Valley Representative Date