



**AGENCY MEMBERSHIP AGREEMENT BETWEEN SECOND HARVEST
FOOD BANK OF NW PA
AND**

Name of Member Agency Warren County School District

Address 6820 Market Street

City/State/Zip Russell, PA 16365

Agency Director Amy J. Stewart, Superintendent **Phone** 814-723-6900

I. Purpose

This agreement applies to government commodities and donated food as applicable. In order to draw upon the resources of the Second Harvest Food Bank of Northwest Pennsylvania, Inc., (SHFB), the undersigned "Member Agency" certifies and agrees to the following terms and conditions:

II. Member Agency Certifications and Responsibility

A. Certifications and Acknowledgments

1. Member Agency is an established agency incorporated for the purpose of serving the needy, ill, or infants (infants are defined in Pennsylvania as all minors under the age of 18 years.)
2. Member Agency serves food directly to clients in the form of meals and/or provides emergency food boxes to the needy without cost or discrimination on the basis of race, color, sex, citizenship, religion, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, economic status, and unfavorable discharge from the military or status as a protected veteran.
3. Member Agency is a qualifying organization under section 501(c)(3) of the Internal Revenue Code and Member Agency certifies that it is not suspended or disbarred by Pennsylvania or any other state or the federal government from entering into government contracts.

4. Member Agency certifies that one of the following is true and accurate. Please check only one: (A or B)
 - A. _____ 50% or more of the households served meals or snacks by Member Agency have incomes equal to or less than 185% of federal poverty levels.
 - B. X Member Agency operates as a food pantry or mobile food pantry and have already qualified/ will qualify the clients at 150%, or below, of the federal poverty guidelines.
5. Member Agency agrees to allow the use of its name in any publications that the SHFB may produce.
6. Member Agency agrees to sign the "Food and/or Merchandise Receipt and Inspection Form herewith attached.

B. Member Agency Responsibility

1. Member Agency agrees to a preliminary monitoring visit by a SHFB representative, and understands that there will be periodic follow-up visits conducted at least once every two years. SHFB reserves the right to conduct more frequent visits, as it deems necessary.
2. Member Agency has adequate, secure storage space to insure the integrity of the food and/ or merchandise received from SHFB.
3. Member Agency will provide emergency food to those who qualify without requiring or soliciting payment, donations or services in exchange for food and/or merchandise received from SHFB. Member Agency must use the "Self Declaration of Need" form to determine client eligibility for government food distribution. If a client chooses to donate to an emergency food program, the donation MUST be anonymous, private and truly voluntary. Suggesting a donation amount is not permissible.
4. Member Agency will provide transportation for pick-up of food and/or merchandise and adequate persons to load their vehicle(s) at SHFB. SHFB may agree to deliver food and/or merchandise. If SHFB delivers food and/or merchandise to the Member Agency, it is understood that an additional service fee per pound will be applied.

5. Member Agency agrees that SHFB product will be used to serve clients only and in no way be used for general operating purposes or for any fund raising events by the Member Agency. Member Agency agrees not to use products received from SHFB in any way for political purposes. Products from SHFB may not be transferred from the Member Agency to another person or agency without SHFB's expressed written approval.
6. Member Agency agrees to provide visible signage at their facility notifying the public of days and hours of operation.
7. Member Agency agrees to maintain a good pest control system, by having a qualified person on staff or contract with a licensed firm to handle pest control management.
8. Member Agency agrees that at least one individual directly involved in the handling of product for their agency will attend food safety training at SHFB. Alternatively, Member Agency shall provide evidence of training (e.g. current certification) for the same directly involved individual(s). This training must meet approval by SHFB. If Member Agency prepares, cooks, repackages, or in any way handles exposed food, agency agrees that key food service program staff will meet local commercial food safety standards and must maintain current certifications in safe food handling.
9. Member Agency agrees to notify SHFB immediately if any product received from SHFB is misused by the Member Agency or any other person or organization. Member Agency agrees to take any action necessary and cooperate with SHFB to obtain restitution in connection with claims for improper distribution, use, loss, or damage to SHFB product including government commodities.
10. Member Agency will notify SHFB when temporary or permanent changes occur to their program. (For example: change in days and/or hours of operation, director, contact person, address, etc.)
11. Member Agency agrees to adhere to all donor stipulations as instructed by SHFB.

III. Fees

Member Agency pledges to contribute to the support of the SHFB through a service fee per pound for donated product received. Additional costs may apply as applicable. Member Agency understands and acknowledges that a statement showing the invoice number, service fees and grants applied will

be sent to the Member Agency each month. Member Agency agrees that payment of all charges will be sent to the SHFB no later than 14 days after receipt of statement. Member Agency also understands that late payment will result in suspension of ordering privileges until the balance is cleared.

IV. Fiscal Requirements

A. Records and Record Keeping

1. Member Agency will maintain a file containing all invoices for product received, information on the people served, including a signed distribution receipt or list, Self Declaration of Need forms and records documenting how the product was distributed. These records are to be kept for a minimum of four years. All records will be subject to inspection by SHFB personnel and its government contractors and partners including, for example, the Pennsylvania Department of Agriculture.
2. Member Agency agrees to report, on a monthly basis, the number of people served with product from SHFB. Member Agency understands that failure to report statistics for two consecutive months will result in suspension and/or termination of membership privileges.
3. Member Agency shall be responsible for the failure to keep or make available the referenced records and shall repay to the SHFB the value of product and/or merchandise if Member Agency fails to make the requested records available to SHFB upon written demand, or fails to distribute product and/or merchandise in accordance with this agreement.

B. Audits

Member Agency must comply with all federal and state audit requirements. If Member Agency expends total federal awards of \$500,000 or more during fiscal year, received either directly or indirectly from the federal government or indirectly from a recipient of federal funds, the Member Agency is required to have an audit made in accordance with the provisions of OMB Circular A-133.

V. Term of Agreement

The effective date of this agreement shall be fixed by the SHFB after the agreement has been fully executed by the Member Agency and the SHFB and the agreement has been returned to SHFB. The agreement shall

continue in effect from year to year until and unless terminated by either party in accordance with the terms and conditions of this agreement.

VI. Laws and Regulations

Member Agency agrees that in the performance of its or their obligations under this agreement that it, or they, will comply with all applicable federal, state and local laws and regulations.

VII. Assignment, Transfer, Collateral Use

Except as specifically provided herein, Member Agency shall not assign any interest in this agreement, nor shall any interest be transferred by notation or assignment without prior written consent of SHFB.

VIII. Hold Harmless

Member Agency distributing TEFAP (The Emergency Food Assistance Program) food agrees to indemnify and hold SHFB, the Commonwealth, Pennsylvania Department of Agriculture, and their respective officers, agents, and employees harmless from and against any and all suits and judgments for damages for personal injury, death, or damage to real or tangible personal property arising out of or in conjunction with the performance by Member Agency under this agreement and caused by Member Agency's negligence or intentional wrongful acts.

VIII. Integration

This agreement constitutes the entire agreement between the parties. No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by all parties concerned.

IX. Termination of Agreement

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. If the Member Agency shall fail to fulfill in a timely manner its obligations under this agreement, or in the event of violation of any of the terms or conditions contained herein, SHFB shall thereupon have the right to terminate this agreement by giving written notice to the Member Agency specifying the effective date of termination. SFHB reserves the right to immediately terminate this agreement due to the non-availability of funds or commodities for distribution by it.

Furthermore, any Member Agency that has not used SHFB to acquire food during a twelve (12) month period will also be placed on suspension. The Member Agency understands that, if it desires to rejoin SHFB as a Member Agency thereafter, formal application must be made and acceptance will be

dependent upon payment of all previous debts incurred with SHFB in full, the correction of all reason(s) for the cancellation of the agreement to SHFB's satisfaction, and all SHFB's existing criteria for membership are met.

X. Required Attachments

Member Agency shall enclose the following documents with signed contract:

1. A copy of the Member Agency's 501 (c) (3) determination letter.
2. A list of the organization's Board of Directors.

SIGNATURE PAGE

Member Agency Director signature guarantees that all information supplied to the Second Harvest Food Bank of NW PA in this application to be true and accurate.

<u>Amy J. Stewart</u>	<u>Superintendent</u>
Name of Member Agency Director (type or print)	Title
<u></u>	<u>stewart@wcdpa.org</u>
Signature	E-mail address

<u>Mrs. Donna Zariczny</u>	<u>Board President</u>
Name of Member Agency Board Chair or other authorized agent (Cannot be the Agency Director) (type or print)	Title
<u></u>	
Signature of Member Agency Board Chair (or other authorized agent)	

<u>25-11578416</u>	<u>08/12/2016</u>
Member Agency Employer Identification Number (This is <u>not</u> your PA Sales exempt number)	Date

<u>Karen S. Seggi</u>
Executive Director, Second Harvest Food Bank of NW PA

SECOND HARVEST FOOD BANK OF NORTHWEST PENNSYLVANIA

FOOD AND/ OR MERCHANDISE RECEIPT AND INSPECTION FORM

The undersigned authorized agent of (name of Member Agency) Warren County School District hereby warrants that during active membership s/he will receive assorted foods and/or merchandise from Second Harvest Food Bank of Northwest PA. Said agent further warrants that the above described food and/or merchandise will be duly inspected upon delivery.

It is further agreed that between the Second Harvest Food Bank of Northwest Pennsylvania and (name of Member Agency) Warren County School District that:

1. Food and merchandise is accepted "as is."
2. The Second Harvest Food Bank of Northwest Pennsylvania and the original donor expressly disclaim any implied warranties of merchantability or fitness for a particular use.
3. There have been no express warranties in relation to this gift of food and/or merchandise.
4. Member Agency releases the original donor, the Second Harvest Food Bank of Northwest Pennsylvania and Feeding America from any liability resulting from the condition of the donated food and/or merchandise and further agrees to defend and hold the Second Harvest Food Bank of Northwest Pennsylvania, original donor and Feeding America free and harmless from and against all and any liabilities, damages, losses, claims, causes of action and suits of law or in equity or any obligation whatsoever arising out of or attributed to any action of said Agency or any personnel employed by Member Agency in connection with its handling, distribution, storage and use of the donated food and/or merchandise.
5. Member Agency will not sell or offer said food or merchandise for sale.

Signature – Member Agency Director

Date

Warren County School District

Name of Member Agency

6820 Market Street

Street Address

Russell, PA 16365

City/State/Zip

Program Information Sheet

ALL PROGRAMS – Please complete below

1. How long have you existed as an agency? _____
2. What days of the week or month are you open? _____
3. Give the hours of operation each day. _____
4. Estimated % of food, used by this program, that comes from:
Food Bank _____% Purchase _____% other donations _____%
5. What is the name of your pest control provider? (If none, write “none”) _____

If none, who is in charge of pest control at your agency? _____
6. Food storage information:
 - a. Do you have adequate shelving to store dry goods? Please describe: _____
 - b. How many refrigerators do you have? _____
 - c. How many freezers do you have? _____
 - d. Is there limited access to your food storage area? _____
 - e. Is the site secure (locked)? _____
7. List other programs that your agency operates? (If none, write “none.”) _____
8. Please list the funding source(s) for food products for this program _____
9. What geographical area do you service? _____
10. What age group do you service primarily? _____
11. Name your coordinating parent and/or umbrella organization. (If none, write “none.”) _____
12. Will you take referrals from Second Harvest? Yes____ No____
13. Agency Contact Data:
 - CONTACT PERSON (program director)
Name _____ Phone _____
Mailing address _____
City/State/Zip _____
E-mail address _____ Fax# _____

- **CONTACT PERSON** (person who will order for your agency.)
 Name_____ Phone_____
 Mailing address_____
 City/State/Zip_____
 E-mail address_____ Fax#_____
- **BILLING PERSON** (person to whom monthly statements should be sent.)
 Name_____ Phone_____
 Billing address_____
 City/State/Zip_____

PANTRY PROGRAMS ONLY – Please complete this section

1. Provide the number of households you serve at each distribution. _____
2. Number of distributions per month_____
3. Does your food pantry pack bags for each household or operate a “choice food pantry” where clients may choose what they want? _____

ON-SITE PROGRAMS ONLY – Please complete this section

1. What status is your agency?
 ___emergency shelter
 ___emergency soup kitchen-type program
 ___non-emergency
2. How often do you provide meals?
 (Check) daily_____ weekly_____ monthly_____
 Other (please describe) _____
3. How many people do you serve? (estimate number)
 breakfast_____ lunch_____ dinner_____ snacks_____
4. Do you distribute boxes of food in emergency situations?
 Yes_____ No_____