



624 4th Avenue North  
Texas City, Tx 77590  
409-945-4232  
409-945-2563 fax  
[www.galvestoncountyfoodbank.org](http://www.galvestoncountyfoodbank.org)

Board of Directors

Rick Wade, President  
RE/MAX Space Center

Armin Cantini, Vice President  
Retired- Business

Kyle McFtridge, Treasurer  
HomeTown Bank

Lee Skipper, Secretary  
Raymond James Financial Services

Nicole Bellow  
Smarter HR Solutions, LLC

Sean Doyle  
Texas First Bank

Rikeshia Givens  
Woodforest National Bank

Andrew Fulton  
Huron Consulting Group

Amy Mannie  
Whitley Penn

William Sowell  
Galilee United Methodist Church

Peter Williamson  
Del Papa Distributing Co.

Tresa Higbee  
AmeriPro Bookkeeping

Mark Kellner  
Texas Yamaha, Inc.

Dear Prospective Participating Agency,

Thank you for your interest in becoming a participating agency with the GALVESTON COUNTY FOOD BANK. Please complete the entire application, acquire all permits and/or certificates indicated. Please return the original application and copies of permits/certificates to the GALVESTON COUNTY FOOD BANK.

This packet contains the following items:

- Application
- Application Addendums
  - Requirements, Agreements, Terms and Conditions
  - Food Storage Requirements
  - Probation/Termination Policy
  - Shared Maintenance Fee sheet
- Information on working with the Galveston County Health District

Your application will be reviewed once received. If you have any questions, please contact Business Operations Director at 409-945-4232. Thank you for your interest in serving those in need...**because no one should go hungry.**

God Bless,

Donnie VanAcheren  
Acting Executive Director  
[Donnie@galvestoncountyfoodbank.org](mailto:Donnie@galvestoncountyfoodbank.org)



*"Leading-the-fight-to-end-hunger-in-Galveston-County"*

# GALVESTON COUNTY FOOD BANK (GCFB) PARTICIPANT APPLICATION

## Section 1: General Information

Date \_\_\_\_\_

Name of Agency \_\_\_\_\_

Have you ever applied for membership or participation with the GCFB?  Yes  No

If so, when? \_\_\_\_\_

Physical Address (if more than one site, include all sites) \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different from physical address) \_\_\_\_\_

\_\_\_\_\_

County \_\_\_\_\_

Pastor of Church or President of Board (whichever is applicable):

Name \_\_\_\_\_ Phone \_\_\_\_\_

Director of Agency:

Name \_\_\_\_\_ Phone \_\_\_\_\_

Contact Person:

Name \_\_\_\_\_ Phone \_\_\_\_\_

E-mail address \_\_\_\_\_

Hours to Call \_\_\_\_\_ Fax \_\_\_\_\_

Do you have federal tax exempt status under 501(c) (3) of the Federal Code?  Yes  No

Are you a church, synagogue, or other place of worship?  Yes  No

Do you receive USDA commodities?  Yes  No

If yes, from whom? \_\_\_\_\_

\_\_\_\_\_

Has your food program been in operation for at least 6 months?  Yes  No

How many individuals serve on BOD? \_\_\_\_\_ How often do they meet? \_\_\_\_\_

How is your program funded? \_\_\_\_\_

Does your agency submit an I-990? Yes No Is your agency audited annually? Yes No

Do you at any time ask those you serve for a donation? Yes No

If yes, please explain \_\_\_\_\_

Would your organization be able to pay the shared maintenance fee charged by the GCFB?

Yes No

If no, please explain \_\_\_\_\_

Would you be able to comply with submission of monthly statistics forms to GCFB? Yes No

Would you be able to comply with the perpetual inventory procedures? Yes No

**Check the category or categories that best describe your program:**

Food Pantry (any facility that distributes uncooked food to its clients: provide permits as required by the Galveston County Health District)

Mobile Distribution (Mobile Food Pantry units)

Food Fairs (Agency must have Food Dealers Permit as required by the Galveston County Health District)

Meal Site / Residential Facility (any facility that cooks food before distributing it to its clients)

Do you have other sources for obtaining food? Yes No

If yes, please explain \_\_\_\_\_

Does your agency have written client eligibility requirements, or rules for acceptance and participation in program? Yes No If yes: (Submit a copy)

If no: (Please explain process) \_\_\_\_\_

Does your agency have an intake, or application, to gather information and screen for eligibility?

Yes No If yes: (Submit a copy)

If no: (Please explain process)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are written records kept on clients receiving food? Yes No

How many paid staff members? \_\_\_\_\_ How many volunteer staff members? \_\_\_\_\_

**Pantry Programs**

Approximately how many families do you serve per month? \_\_\_\_\_ Individuals? \_\_\_\_\_

Do you have a current Food Dealer's Permit? Yes No (If no, call county health department)



Who is the primary recipient of your program? \_\_\_\_\_

What kind of food do you most often supply? \_\_\_\_\_

Do you have adequate storage space for your program? Yes No

Do you have adequate refrigeration? Yes No

Do you have adequate freezer storage? Yes No

What days and hours is your pantry open? \_\_\_\_\_

Identify agency will be open to clients at least one weekday evening 5 PM to 7 PM or Saturday for 2 hours in addition to regular weekday hours OR agency will provide at least one of the social services to clients as listed on page 2 of the Monthly Survey Report.

What is the geographic (or zip code) area you serve? \_\_\_\_\_

Are you affiliated with any other agency? Yes No If yes, please explain:

### **Meal Site / Residential Programs**

Meals provided: Breakfast Lunch Dinner

Approximately how many individuals are served per meal? \_\_\_\_\_

What days do you serve meals? Sun Mon Tues Wed Thurs Fri Sat

Do you charge for meals? Yes No

Do you keep records of menus for every meal? Yes No

How many meals are served each week? \_\_\_\_\_

Do you have adequate food storage space for your program? Yes No

Do you have adequate refrigeration? Yes No

Do you have adequate freezer storage? Yes No

Do you have a current Health Inspection Report? Yes No (If no, call county health department)

Do you have a Food Service Manager's Certificate? Yes No (If no, call county health department)  
Is your program a residential program? Yes No (If yes, answer the remaining questions)

If residential program, how many beds is your facility licensed to have? \_\_\_\_\_

Do you have a State License? Yes No (If no, contact appropriate state agency)

Do you have an Occupancy Permit? Yes No (If no, contact appropriate state agency)

If residential, what is the average number of clients in residence on any given night? \_\_\_\_\_

Is your program a personal care facility? Yes No If not, what kind of facility is it? \_\_\_\_\_

Is there a program fee? Yes No If yes, please explain: \_\_\_\_\_

Does everyone pay the complete fee? Yes No

### **Mobile Food and Food Fairs**

Is there adequate space for delivery, safe storage & adequate safe parking spaces for clients?  
Yes No If no, please explain: \_\_\_\_\_

Provides adequate site supervision to ensure there is a proper and orderly distribution?  
Yes No please explain: \_\_\_\_\_

Agency has a current Food Dealer's Permit from a local health department proving the inspection of the distribution site, (If required by local health dept.)  
Yes No please explain: \_\_\_\_\_

Mobile Food: agency must leave any unused products on mobile unit to be returned to the GALVESTON COUNTY FOOD BANK; agency complies Yes No

Food Fairs: agency must distribute food fair items to clients at designated site on the designated time and are not allowed to truck food fair items to other locations; agency complies Yes No  
Any other distribution arrangements must be preapproved in writing by the GALVESTON COUNTY FOOD BANK.

*When complete please return to:*  
Agency Services  
GALVESTON COUNTY FOOD BANK  
624 4<sup>th</sup> Avenue N  
Texas City, TX 77590

Questions concerning the application process or the status of your application should be directed to Business Operations Director, (409) 945-4232.

*Certification:* I certify that the above information is correct to the best of my knowledge.

\_\_\_\_\_  
Signed, Director of Agency or Program

\_\_\_\_\_  
Signed, Pastor of Church (if applicable)

### Items Needed for Application: Pantry Program

1. \_\_\_\_ Copy of the IRS letter that your organization received attesting to your acceptance into the 501(c) (3) tax category.

*Or*

2. \_\_\_\_ Original typed or hand-written letter on church letterhead, signed by the pastor attesting that your church is a 501 (c) (3).

*Or*

3. \_\_\_\_ Copy of a letter from your denominational office stating your organization's affiliation with the denomination or copies of the denomination's regional/local directory cover including the page on which your church's name appears.

**NOTE:** If the applying program is not a church, but an agency, and is covered by a group 501(c) (3), send proof of such affiliation.

4. \_\_\_\_ Copy of the current Food Dealer's Permit (If required by your county's health department)

5. \_\_\_\_ Description of your organization's mission, goals, programs, services, and operation procedures. (Include the zip codes/areas that you serve, your operation times, and etc.)

6. \_\_\_\_ Copy of the written eligibility requirements used to determine client eligibility for your program.

7. \_\_\_\_ Copy of the Intake Form or Client Application used to gather information and screen clients for program eligibility (Include a space for client's signature.)

8. \_\_\_\_ Copy of the daily Sign-in Sheet that includes clients' date of service, name, and phone number.

9. \_\_\_\_ Listing of food program workers.

10. \_\_\_\_ Completed copy of the GALVESTON COUNTY FOOD BANK Application.

11. \_\_\_\_ Most recent 990.

12. \_\_\_\_ Food Managers Certificate (local Health Department or ServSafe)



### Items Needed for Application: Meal Site Program

1. \_\_\_\_ Copy of the IRS letter that your organization received attesting to your acceptance into the 501(c) (3) tax category.

*Or*

2. \_\_\_\_ Original typed or hand-written letter on church letterhead, signed by the pastor attesting that your church is a 501 (c) (3).

*Or*

3. \_\_\_\_ Copy of a letter from your denominational office stating your organization's affiliation with the denomination or copies of the denomination's regional/local directory cover including the page on which your church's name appears.

**NOTE:** If the applying program is not a church, but an agency, and is covered by a group 501(c) (3) sends proof of such affiliation.

4. \_\_\_\_ Copy of the current Health Inspection Report of the kitchen and food storage areas.

5. \_\_\_\_ Copy of the current Food Service Manager's Certificate(s).

6. \_\_\_\_ Description of your organization's mission, goals, programs, services, and operation procedures. (Include the zip codes/areas that you serve, your operation times, and etc.)

7. \_\_\_\_ Copy of the written eligibility requirements used to determine client eligibility for your program.

8. \_\_\_\_ Copy of the Intake Form or Client Application used to gather information and screen clients for program eligibility (Include a space for client's signature.)

9. \_\_\_\_ Copy of the daily Tally Sheet that includes clients' date of service, name, and number of meals served daily.

10. \_\_\_\_ Copy of dated menus.

11. \_\_\_\_ Completed copy of the GALVESTON COUNTY FOOD BANK Application form.

12. \_\_\_\_ Most recent 990.

13. \_\_\_\_ Food Managers Certificate (local Health Department or ServSafe)

### Items Needed for Application: Residential Program

1. \_\_\_ Copy of the IRS letter that your organization received attesting to your acceptance into the 501(c) (3) tax category.

*Or*

\_\_\_ Original typed or hand-written letter on church letterhead, signed by the pastor attesting that your church is a 501 (c) (3).

*Or*

\_\_\_ Copy of a letter from your denominational office stating your organization's affiliation with the denomination or copies of the denomination's regional/local directory cover including the page on which your church's name appears.

**NOTE:** If the applying program is not a church, but an agency, and is covered by a group 501(c) (3), send proof of such affiliation.

2. \_\_\_ Copy of the current Health Inspection Report of the kitchen and food storage areas.

3. \_\_\_ Copy of the current Food Service Manager's Certificate(s).

4. \_\_\_ Description of the organization's mission, goals, programs, services, and operation procedures. (Include the zip codes/areas that you serve, your operation times, & etc.)

5. \_\_\_ Copy of the written eligibility requirements used to determine client eligibility for your program.

6. \_\_\_ Copy of the Intake Form or Client Application used to gather information and screen clients for program eligibility (Include a space for client's signature.)

7. \_\_\_ Copy of the daily Tally Sheet that includes clients' date of service, name, and number of meals served daily.

8. \_\_\_ Copy of dated menus.

9. \_\_\_ Copy of the Occupancy Permit from the city where your program operates.

10. \_\_\_ Copy of the State License.

11. \_\_\_ If you charge clients a fee for services, submit your official sliding scale policy, what percentage of your total budget is provided by client fees, and the percentage of client fees coming from various sources (SSI, TDHS, TRC, etc.). State basic fee for clients paying full fee and reimbursements received from referring or reimbursing agencies.

12. \_\_\_ Completed copy of the GALVESTON COUNTY FOOD BANK Application form.

13. \_\_\_ Most recent 990.



## Items Needed for Application: Mobile Food & Food Fair

1. \_\_\_\_ Copy of the IRS letter that your organization received attesting to your acceptance into the 501(c) (3) tax category.

*Or*

2. \_\_\_\_ Original typed or hand-written letter on church letterhead, signed by the pastor attesting that your church is a 501 (c) (3).

*Or*

3. \_\_\_\_ Copy of a letter from your denominational office stating your organization's affiliation with the denomination or copies of the denomination's regional/local directory cover including the page on which your church's name appears.

**NOTE:** If the applying program is not a church, but an agency, and is covered by a group 501(c) (3), send proof of such affiliation.

4. \_\_\_\_ Description of the organization's mission, goals, programs, services, and operation procedures. (Include the zip codes/areas that you serve, your operation times, & etc.)
5. \_\_\_\_ Copy of the written eligibility requirements used to determine client eligibility for your program.
6. \_\_\_\_ Copy of the Sign-in Sheet used to gather information and screen clients for program eligibility (Include a space for client's signature.)
7. \_\_\_\_ Copy of the daily Tally Sheet that includes clients' date of service, name, and number served daily.
8. \_\_\_\_ Completed copy of the GALVESTON COUNTY FOOD BANK Application form.
9. \_\_\_\_ Most recent 990.
10. \_\_\_\_ Food Managers Certificate (local Health Department or ServSafe)

## ADDENDUM #1- Agency Requirements, Terms and Conditions

### A. ORGANIZATIONAL

1. Agency represents that it is and agrees that it shall remain a non-profit organization incorporated in the State of Texas for the purpose of serving the ill, needy or children/infants. Agency has and will maintain and provide to GCFB upon request from time to time, satisfactory written proof and documentation of Agency's **501 (c)(3)** status. Agency shall remain in existence and in good standing under the laws of the State of Texas, and shall not reorganize, or merge with any other entity.
2. Agency represents and warrants that it is not, and agrees that it will not become a private foundation.

### B. RECORDKEEPING

1. Agency shall maintain records containing
  - documentation of Agency's 501 (c) (3) exemption
  - signed copies of this agreement
  - all applications and correspondence between Agency and GCFB
  - all correspondence between Agency and GCFB
  - completed monitoring reports
  - records of the total amount of product received and distributed through the Agency
  - an inventory record keeping system capable of tracking product distribution for purposes of product recall tracking
  - invoices of product received from GCFB for at least one (1) year
  - a written outline of Agency's procedure for determining that the recipient of product is ill, needy, or a minor child
2. Upon request, Agency shall permit GCFB to review all Food Bank related books and records of Agency
3. Upon request of GCFB Agency shall provide GCFB with a written statement containing the following information:
  - a. a description of product received and the date of receipt.
  - b. an acknowledgment that the Agency intends to comply with the restrictions on the use and transfer of donated property as described in section 170(e)(3) and any amendments to the Internal Revenue Code.
  - c. an acknowledgment that the Agency will maintain adequate books and records, and make them available upon request,
  - d. an acknowledgment that the Agency is a 501(c)(3) organization or the equivalent, and not a 501(c)(3) private foundation.



### C. OPERATIONAL

1. Agency represents that it is and agrees that it shall remain programmatically, fiscally and legally responsible for the donated product handling/distribution activities.
2. Agency agrees to pay **shared maintenance fees, (as defined herein)** and all other handling fees when due as assessed by GCFB. Such fees shall be paid only with Agency funds.
3. Agency represents that it has been in operation for at least 6 months prior to the date of this Agreement and that it shall remain **in operation (as defined herein)** continuously during the term of this Agreement.
4. Agency agrees to only store products in and distribute products from **commercially zoned buildings.**
5. Agency represents that it has, and agrees that it shall continue to demonstrate a base of public support with **funding** from at least **3 sources.**
6. Agency represents that it has and agrees that it shall continue to maintain **food sources other than** the GALVESTON COUNTY FOOD BANK.
7. Agency shall screen clients annually to assure that eligibility requirements are met. Client information must be current, confidential, and kept for 3 years and 90 days from the initial date of service. All intake cards and sign-in sheets must be kept on-site.
8. Agency has and shall maintain rules of acceptance/participation in the program, which are applied equally regardless of race, religion, economic status, gender, political affiliation, or etc.,
9. Agency represents that it serves a defined area. Agency shall post Agency's service guidelines in an area that is visible to all Agency clients, staff, and volunteers.
10. Agency represents that it does not, and agrees that it will not, require clients to attend religious/political meetings, to make statements of faith, or to pledge membership in exchange for service.
11. Agency shall distribute all product received from GCFB free of charge for use by the ill, needy or minor children. Agency agrees that it shall never use, sell or exchange any product obtained from GCFB to any person or entity for any money, services or property or anything else of value. Agency is not permitted to provide volunteers with any product in exchange for services rendered on behalf of Agency, or to provide any Agency employees with product as a standard employment benefit, consistent with section 170e3 of the Internal Revenue Code.
12. Agency shall have and maintain a system of locking or securing products received from GCFB in order to prevent any unauthorized access.
13. Agency shall comply with the GCFB **Food Storage Requirements** as amended from time to time.
14. Agency shall complete and submit a **Monthly Survey Form** in form and content required by GCFB to the Agency Services representative by the **5th** of every month for the preceding month.
15. Agency agrees to submit to and cooperate with **scheduled** and **unscheduled** visits by GCFB representatives to all sites used or operated in whole or in part by



- Agency. **Upon Request by GCFB**, Agency shall immediately address and cure as required by GCFB, all violations identified by GCFB. It is understood and agreed that all inspections conducted by or for the benefit of GCFB and all review of reports, books and records of Agency by or for the benefit of GCFB are and shall be solely and exclusively for the benefit of GCFB and may not be relied on by Agency or any other person or entity.
16. Agency agrees that if it does not order products from GCFB for 6 consecutive months, Agency will be considered to have voluntarily withdrawn from participation and this agreement will be deemed terminated.
  17. **Restrictive use of the term "FOOD BANK"** : Agency agrees that it shall not use the words or phrase "FOOD BANK" in any way in connection with the Agency or any of the Agency's activities or services, including but not limited to signage, printed material, promotional material, media releases, etc.
  18. Agency shall comply with the Galveston County Food Bank Brand Guidelines in all public communications.
  19. Agency shall comply with all relevant aspects of all Federal, State and local laws, rules, regulations and ordinances.
  20. Agency shall store and distribute all product in a manner consistent with the US Federal Food, Drug and Cosmetic Act (as amended) and its regulations. Agency agrees that its handling of all product, including all receiving, storing, shipping, processing and distribution of product, shall be safe and proper and in conformity with all local, state and federal regulations (as amended), including but not limited to the Model Food Salvage Code, PL 75-717, the Fair Packaging and Labeling Act, the Model Food Code, and Current Good Manufacturing Practices for the Manufacturing, Processing, Packing or Holding of Human Food.
  21. Agency shall comply with all IRS eligibility requirements under section 170(e)(3) for receipt, transfer and use of donated food.
  22. Agency shall pay all handling fees (**as defined herein**) to GCFB as and when assessed by GCFB.
  23. Agency acknowledges and agrees that all product obtained from GCFB is offered by GCFB and accepted by Agency in an **AS-IS** condition, and that GCFB makes no representation or warranty as to any fitness for any particular purpose or as to any quality or condition of any product.
  24. Agency shall fully participate in all food safety training required by GCFB.
  25. Agency shall adhere to requirements regarding food safety training issued by the Houston Food Bank and Feeding America. Each agency must have a regular staff member or volunteer representative who is certified in food safety training such as ServSafe Food Handler for Food Banking or Galveston County Health District's Food Manager training. All agencies utilizing food provided by the Galveston County Food Bank to make or prepare meals, are required to ensure that key food service program staff meet local commercial food safety requirements..

## **D. ADDITIONAL SPECIAL OPERATING REQUIREMENTS**

### **1. PANTRIES: in addition to the foregoing, if the agency operates a pantry:**

- (a) Agency must serve at least **35 individuals** per month.
- (b) Agency must have a current **Food Dealer's Permit** from a local health department proving the inspection of the distribution site, (If req'd by health dept.)
- (c) Agency must be open to the public; church members and pantry workers shall not be served.
- (d) Agency will be open to clients at least one weekday evening 5 PM to 7 PM or Saturday for 2 hours in addition to regular weekday hours OR Agency will provide at least one of the social services to clients as listed on page 2 of the Monthly Survey Report.

### **2. MEAL SITES: in addition to all other requirements, if Agency serves meals the following shall also apply:**

- (a) Non-residential programs must serve at least **25 individuals** per month.
- (b) Agency must have a current **Health Inspection Report** from a local health department proving the inspection of kitchens and food storage areas. (Inspections must be done annually,)
- (c) Agency must have a valid **Food Manager's Certificate** from a local health department proving certification to prepare food.
- (d) Agency shall keep menu logs for each day that food is served including the # of people served.
- (e) Agency shall keep client records and sign-in sheets at the site.

### **3. RESIDENTIAL FACILITIES: in addition to all other requirements, if Agency operates a residential facility, the following shall also apply:**

- (a) Must be licensed for a minimum of **10 clients**.
- (b) Must have a current **Health Inspection Report** from a local health department proving the inspection of kitchens and food storage areas. (Inspections must be done annually,)
- (c) Must have a valid **Food Manager's Certificate** from a local health department proving certification to prepare food.
- (d) Must have a current **Occupancy Certificate** if there are clients living on-site.
- (e) Must have a current **State License** from the appropriate regulatory agency (Texas Dept. of Health & Human Services, Texas Protective & Regulatory Services, Texas Commission on Alcohol & Drug Abuse,) Termination/Expiration of license will result in termination of membership.
- (f) Keep menu logs for each day that food is served including the # of people served.
- (g) Keep client records and sign-in sheets at the site.



- (h) Youth residential facilities may not exclusively serve a population placed by the Texas Youth Commission or the Texas Juvenile Probation Commission.
- (i) If clients are required to pay a fee, money used to pay shared maintenance fees cannot come from the provider family or the family of the client.
- (j) Must use Food Bank products only for qualified clients. Staff can be allowed to share in the meals only if it is part of the "program" and the number of staff is incidental to the number of qualified clients participating in the meal.

4. **MOBILE FOOD and FOOD FAIRS: in addition to the foregoing, if the agency operates a Mobile Food or Food Fair:**

- (a) Agency must serve at least **200 individuals** average per distribution.
- (b) Agency must have a current **Food Dealer's Permit** from a local health department proving the inspection of the distribution site, (If required by local health dept.)
- (c) Agency must provide adequate site supervision to ensure there is an equitable and orderly distribution.
- (d) Mobile Food: agency must leave any unused products on mobile unit to be returned to the GALVESTON COUNTY FOOD BANK
- (e) Food Fairs: agency must distribute food fair items to clients at designated site on the designated time and are not allowed to truck food fair items to other locations. Any other distribution arrangements, must be preapproved in writing by the GALVESTON COUNTY FOOD BANK.

**E. TERM AND TERMINATION**

1. This Agreement shall have an initial term (the "Term") commencing on the date hereof and continuing up to and through December 31, 2016 (the "Expiration Date"). ***This Agreement shall be reviewed and signed annually upon renewal of term.***
2. The Term shall renew, and the Expiration Date shall be extended to the next December 31 date unless either the Agency or GCFB provide each other with written notice that such party does not wish to extend the Term of this Contract at least thirty (30) calendar days prior to the current Expiration Date.
3. If GCFB is terminated or terminates it's membership with Houston Food Bank, this Agreement is automatically terminated.
4. Either party may terminate this Agreement by providing written notice through certified mail of such a decision by its Board of Directors to the other party at least thirty (30) calendar days prior to the effective date of such termination.
5. Agency agrees that upon termination or expiration of this Agreement, the Agency shall immediately cease to represent itself as a participating agency of Galveston County Food Bank, and take all appropriate actions, including but not limited to:
  - removal of the GCFB name and logo from display within thirty (30) days



- Reclamation by GCFB of all product on hand at Agency received from GCFB
- Submission of all receipt and distribution records for the previous twelve (12) month period

6. It is expressly agreed and understood that all covenants, terms and provisions contained in the Agreement related to indemnification, release, waiver, disclaimer and/or hold harmless shall survive any termination of the Agreement, and be deemed to be in full force and effect as to all obligations and occurrences which took place or accrued in whole or in part prior to any termination of the Agreement.

**F. RELEASE, WARRANTY DISCLAIMER, AND INDEMNIFICATION**

1. Agency, for itself and its current and future directors, officers, employees, clients, representatives, agents, successors and assigns, hereby releases GCFB, Houston Food Bank, Feeding America, and the original donor of any good or product, and such entities' and donor's respective current and future directors, officers, agents, employees, affiliates, representatives, successors and assigns ("Released Parties"), from and against all liability, costs, expenses (including attorneys fees), causes of action, claims, demands, actions, losses, obligations and damages arising in whole or in part or in any way connected with any good or product received by Agency from or through GCFB.
2. Agency, and "Released Parties", hereby (a) understand and acknowledge that all goods and product received by Agency from or through GCFB are provided and accepted by Agency in an AS-IS condition, (b) understand and agree that neither GCFB, Houston Food Bank, Feeding America nor the original donor of any such good or product has made nor makes any representation or warranty whatsoever, express or implied, as to the quality, condition, fitness for a particular purpose or suitability of such good or product, and (c) to the greatest extent permitted by law, waives and releases all express and implied warranties as to which GCFB, Houston Food Bank, Feeding America and the original donor of any such good or product may otherwise be obligated or to which same may be imputed.
3. Agency agrees to indemnify, hold harmless and defend all Released Parties from and against all claims (including but not limited to any claim for bodily injury to or the death of any person or damage to or destruction of any property), demands, actions, losses, costs, damages, liabilities and expenses (including attorneys fees) arising directly or indirectly, in whole or in part, out of any good or product provided by or through GCFB, or otherwise out of this Agreement, or any performance or any breach of any term, provision or condition of this Agreement, and it is expressly agreed that such indemnification shall be operative even if any negligence, gross negligence, negligence per se, or willful misconduct of any Released Party is claimed or proven.
4. Nothing contained in this Agreement shall affect or be deemed to be a waiver of any protection any Released Party may have against liability which may be available under any state or federal "Good Samaritan Act" or similar statute, but it is agreed that the provisions of this Agreement shall be in addition thereto;



provided, however, that such statutes shall control in the event of any conflict between same and any provision of this Agreement.

#### **G. INSURANCE REQUIREMENTS**

The Agency shall maintain such coverage as is required by state and local governments.

At a minimum, Agency shall maintain comprehensive general liability insurance (including product liability insurance and insurance to cover volunteers), including one or more endorsements evidencing that the coverage is "broad form" and includes coverage with limits of not less than \$1,000,000 per each occurrence and Directors and Officers insurance. This coverage shall be underwritten by an insurance carrier rated A or better by the A. M. Best Company. Agency shall cause the issuers of such insurance to list GCFB as an additional insured and a Certificate Holder, ensuring that GCFB shall be notified at least ten (10) days in advance if the coverage is changed or canceled for any reason. Applicant must either provide a Certificate of Insurance or a signed Liability Release

#### **H. MISCELLANEOUS PROVISIONS**

1. GCFB SHALL HAVE THE UNILATERAL RIGHT TO AMEND THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT AT ANY TIME UPON NOT LESS THAN THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO AGENCY.
2. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to the conflicts of law's provisions thereof. Venue for all legal proceedings related to this Agreement shall be exclusively in Galveston County, Texas.
3. Headings contained in this Agreement are for reference only and shall not be considered in interpreting this Agreement or any provision hereof.
4. Each party is entering into this Agreement and performing its duties under this Agreement as an independent contractor and nothing in this Agreement shall be deemed to create a partnership, joint venture, franchise, agency, or employment relationship between the parties hereto. No officer, director, trustee, employee or other agent of any party hereto shall be deemed to be an employee or agent of or have the authority to bind the other party hereto.
5. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
6. Except and to the extent otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall it be deemed, to confer any rights or remedies on any person or entity other than GCFB and Agency.
7. Each party acknowledges it has been represented by or has had the opportunity to be represented by its own legal counsel in connection with entering into this Agreement. This Agreement shall not be construed against GCFB for having drafted this Agreement.

8. Neither party to this Agreement shall have the right to assign all or any part of this Agreement or any right or obligation under this Agreement, without the prior written consent of the other party. This Agreement is binding on the parties hereto as well as their respective successors and assigns, subject to the foregoing.
9. All communications, notices and exchanges of information under this Agreement will be in writing and will be deemed to have been given when one party to this Agreement hand delivers to, or deposits same in the United States mail, first class delivery, postage prepaid, addressed to, the address of such other party as stated in this Agreement, or to such other address as such party may designate from time to time by written notice to the other party hereto.
10. No waiver by any party hereto of any default, misrepresentation, or breach under this Agreement, whether intentional or not, shall be deemed to have occurred unless such waiver is given expressly in writing signed by the party to which the waiver is to be charged, nor shall any waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach hereunder or affect in any way any right arising by virtue of any prior or subsequent such occurrence.

**I. DEFINITIONS**

**1. *Handling Fee***

A small fee to help offset the costs associated with handling donated food

**2. *In Operation***

Open and Providing goods and services related to Agency's purpose at least 1 day a week for 2 hours

**3. *Shared Maintenance Fee***

A shared maintenance fee is a handling fee paid to Feeding America member food banks by partner agencies – 501(c)(3) nonprofit charities – in return for services provided (e.g. operations of warehousing and distribution of donated food and grocery products).

I certify that I have read the Agency Requirements in its entirety.

\_\_\_\_\_ Date \_\_\_\_\_

Agency Representative

\*Representative's contact information:

\_\_\_\_\_ Direct phone

\_\_\_\_\_ Email

\_\_\_\_\_ Date \_\_\_\_\_

GCFB Representative

\_\_\_\_\_ Date \_\_\_\_\_

GCFB Executive Director



## ADDENDUM #2 - Food Storage Requirements

1. **Store food in a secure room, preventing the entry of bugs and rodents.** Check the walls, ceiling, shelf connections, and around windows and doors. Seal all gaps, holes, and cracks install a strip on the bottom of the pantry door to seal out bugs and rodents.
2. **Store all food on non-porous, easily sanitized surfaces.** Food may not be stored on bare wood, rusty metal, or shelf liner. Paint shelves with light colored, oil-based enamel paint. Re-painting may be needed once a year, depending on how much your pantry is used. The paint seals the wood or metal, and makes it easier to wash off during weekly cleaning.
3. **Store food properly.** Do not re-package **any** products except for rice and beans. Only use plastic zip-lock bags not paper bags. The use of pallets for food storage is not recommended; consider building a platform instead. Rice and beans may be kept in a tightly lidded 'trash' container on the platform. The bottom shelf or platform should be 6" off the floor, and food product may not be stored closer than 4" to the wall or 2' from the ceiling.
4. **Check incoming food to see that it is in good condition.** Discard bloated, dented, or rusty cans. Also discard containers that leak or do not have labels. **Expired or out-of-date baby food and formula must be discarded immediately.** Leave enough room on the shelves so that you can move product around for cleaning purposes. Use oldest product first.
5. **Store non-food items separately from food.** Never store non-food items above or mingled with food products. Some common non-food items are hazardous.
6. **Keep pantry clean.** All food storage areas should be checked and cleaned every time the pantry is used. Post specific cleaning tasks that are to be completed at the end of every shift. Floors and shelving can be sanitized with a solution of one teaspoon of bleach combined with a quart of water. Wipe out refrigerators/freezers as soon as spills occur. Use pest control materials that are safe to use around food.
7. **Store non-perishables at safe temperatures.** Food should be protected from extreme heat and humidity. Proper ventilation is between 75° and 80° Fahrenheit, which is the ideal range for non-perishable products.
8. **Store perishables at safe temperatures.** Keep temperature gauges in all refrigeration equipment. Using TDHS temperature chart, record the date and temperature of each unit once every other day, late Friday and early Monday, if there are no operations on the weekend. Safe temperatures in a refrigerator range from 34° to 40° Fahrenheit, in a freezer 0° Fahrenheit or less.
9. **All USDA grain products must be refrigerated from May through September to deter contamination by pest invasion.** Grain products such as flour or corn meal should be kept refrigerated during warmer months to deter the invasion of pests.
10. **Food and other products from GCFB are for the clients of the approved program only.** The pantry, food storage area, refrigerators, and freezers containing product from GCFB are to be kept locked and separated from all other agencies and programs.

### **ADDENDUM #3 - Probation/Termination Policy**

The GALVESTON COUNTY FOOD BANK will conduct an on-site visit of each participating Agency prior to approval of participation. Once approved, each Agency is monitored at least on or after its six-month anniversary, and again at least on or after its twelve-month anniversary. Following the first year, each Agency will be monitored at least annually; however, the Food Bank reserves the right to monitor any Agency more frequently and without prior notification.

#### **Violations**

1. Exchanging donated food or other products for money, property, or services.
2. Removal of donated food or other products from an on-site program for private use.
3. Using donated food or other products in a manner that is not related to the exempt purposes of the Agency.
4. Falsifying information on Food Bank application or other Food Bank required document.
5. Delinquent reimbursement of shared maintenance contributions.
6. Donated food or other products are improperly stored, refrigerated or transported.
7. Donated food or other product is improperly stockpiled.
8. Agency is in violation of any state or local statute, ordinance, code or regulation.
9. Agency otherwise violated the Agency Agreement between itself and the Galveston County Food Bank.

**Probation:** The purpose of the probationary period is to place the Agency on notice that it must bring its program into compliance with Food Bank guidelines. Notification of probation must be in writing. The agency may be placed on probation for a period not to exceed three months if found to be in violation of items 5, 6, 7, 8 or 9. GCFB Agency Services department staff will have the authority to place the Agency on probation. During the probationary period, the Agency will not be eligible to order product. The GCFB Director of Agency Services shall have the authority to extend the probationary period or to recommend termination of the Agency. The Agency may be reinstated when the Director of Agency Services has determined that the violation has been corrected.

**Termination:** The participation of the Agency may be terminated, without first being placed on probation, if found in violation of items 1, 2, 3 or 4. All other terminations must be preceded by a probationary period for the violation in question, or not less than three other probationary periods for not less than three offenses. The Executive Director of GCFB has the authority to terminate the participation of the Agency. Upon termination, the Agency loses all the rights and privileges of Food Bank participation. If terminated, the Agency may re-apply for Food Bank participation after a period of not less than 12 months.

#### **Appeals**

**Probation:** The Agency may appeal its probationary status to the GCFB Executive Director, in writing. The GCFB Executive Director has 30 days to conduct an investigation and provide a written response to the appeal. The decision of the GCFB Executive Director is final.

**Termination:** The Agency may appeal its termination to the Food Bank's Board of Directors. The GCFB Board has 60 days to review the request and provide a written response or request additional information from the Agency. The GCFB Board may take an additional 60 days to consider new information. The GCFB Board will render its decision in writing to the Agency. The decision of the GCFB Board of Directors is final.





# Galveston County FOOD BANK

houston **foodbank**  
Partner

624 4th Avenue North

Texas City, Tx 77590

409-945-4232

409-945-2563 fax

[www.galvestoncountyfoodbank.org](http://www.galvestoncountyfoodbank.org)

## ADDENDUM #4

### Shared Maintenance Fee

Shared Maintenance Fees shall be paid by the participating Agency to Galveston County Food Bank as and when assessed to cover the receiving and warehousing costs of donated food and non-food items. Fees are subject to change

#### Shared Maintenance Fees as of March 1, 2014

\$0.10 per lb—General Items

\$0.10 per lb—Protein Items

#### Sample Shopping List

<u>Order Qty No.</u>	<u>Description</u>	<u>Weight</u>	<u>Case Price</u>	<u>Quantity</u>
00000	Spring Water (24 x 1pt.)	27	2.70	67

#### Calculation

Shared Maintenance Fee x Gross Weight = Case Price

$$\$0.10 \times 27 = \$2.70$$

Purchased (P) goods and Value Added Product (VAP) pricing will not be based on \$0.10 per pound but on the stated price.

#### Delivery Charges per Invoice

Pantry, Mealsites, Residential Facilities: \$25

Food Fairs and Mobile Food Pantries: \$200



Below is information on applications with the Galveston County Health District

Go to the Health District web site and follow guidelines for opening a food establishment in Galveston County

(<http://www.gchd.org/ech/Open.htm>).

The permit application can be found at

(<http://www.gchd.org/ech/FoodSvcPermitApp.pdf>); this needs to be completed. For the floor plan, you may use graph paper where one square could represent a square foot for scale. Attached is a sample GCHD inspection form for reference.

Ensure that the application is completed and submitted to the GCHD. Follow directions provided on the guidelines for opening a food establishment and submit items requested with the application.

#### Prepackaged non-perishable food pantries

Agencies handling just nonperishable, prepackaged canned and box goods, will not be repackaging and will not have utensils to clean. This would be a low risk assessment and the agency would not need to be inspected. The agency should request a letter or email confirming GCHD approval. Shelving will be cleaned in place.

#### Prepackaged non-perishable and perishable food pantries

Agencies handling non-perishable and perishable prepackaged and box goods, will not be repackaging and will not have utensils to clean. This would be a low risk assessment and the agency would need to be inspected. The agency should request a variance for the three compartment sink requirement because they will not be repackaging food but handling only prepackaged food and will not have utensils to clean. Shelving will be cleaned in place.