



MEMBER AGENCY AGREEMENT

Responsibilities & Requirements



MARGIE R. IBARRA COUNTY CLERK FILED FEEDING TEXAS

2022 FEB 16 PM 5:00

Webb County Head Start Program

Member Agency Name

WEBB COUNTY, TEXAS Date

P.O. Box 2575

Laredo

TX

BY [Signature] 78041 DEPUTY

Address

City

State

zip code

(956) 795-1515

lmuoz@webbcountytexas.gov

Phone #

e-mail address

The above named Member Agency agrees to comply with the following responsibilities & requirements

- 1. Agency must have a current 501 (c) (3) federal tax-exempt status...
2. Agency will not engage in discrimination in the provision of service...
3. Agency will use the items only as they relate to the Agency's exempt purpose...
4. Agency will not require any individual to attend a religious or political meeting...
5. Agency will not require a client to provide a social security card...
6. Agency will inform all recipients that it is prohibited to take food and nonfood items into Mexico...
7. Agency will not use product for fundraising purposes...



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FEEDING
AMERICA

FEEDING
TEXAS

8. Agency will immediately notify the South Texas Food Bank in case of damage, spoilage, loss, or theft of product.
9. Agency will pay a share maintenance fee as determined by the Board of Directors of the South Texas Food Bank. The current share maintenance fee ranges from .03 - .19 cents per pound. An agency with unpaid fees may be denied additional food and other items until the fee is reconciled.
10. Agency will inform in writing of any changes in contact names, addresses, phone numbers and other relevant information.
11. Agency will attend the initial orientation meeting and any other meeting or training required by the STFB, Feeding America and USDA.
12. Agency will submit a monthly distribution report by the last day of the month or last Friday of the month if the last day of the month falls on a weekend. Member Agencies that do not submit the reports in a timely manner may be denied food and other items until the report is submitted.
13. Agency will submit food orders at least 48 hours in advance of pick up date or delivery and will do distribution on a regularly scheduled basis.
14. Agency will maintain a current **Food Handler's certificate** and will provide civil **rights training** once a year for all staff and volunteers directly involved with the recipients.
15. Agency will allow STFB staff to conduct a compliance review once per year. Agency must comply with all requests, either verbal or written, resulting from any visit. Non-compliance will result in the Agency's account being placed on administrative hold until all follow up is completed.
16. Agency will allow access of program records to the Texas Department of Agriculture, United States Department of Agriculture and Feeding America representatives at time of request. Access of program records could entail viewing, examining and copying.
17. Agency will complete a Household Assistance Application for each client to determine income eligibility as defined by the TEFAP guidelines of 185% of federal poverty levels. Application must be renewed once per year. Agency will also maintain a log with the client's signature for each food distribution.
18. Agency if making referrals to the Food Bank will make certain that client is eligible to receive food assistance and will maintain records accordingly.
19. **Agency will keep all records for a period of 36 months.**
20. Agency will maintain food storage facilities that comply with all local, state and federal laws regarding food preparation, storage, sanitation and safety, including dry, frozen, and/or refrigerated storage. Agency will keep thermometers in each refrigerator and freezer units used to store cooler or frozen products and maintain temperature logs of each unit.



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21. Agency will sign invoices when picking up at the food bank warehouse or when receiving a delivery. The order must be carefully inspected to verify that all items have been received and that they are in good condition. Missing or damaged product should be reported within 24 hours of receipt of order. **Insulated containers must be utilized to transport refrigerated/frozen products from the Food Bank warehouse.**
22. Agency will accept all items "as is" and may not return the items once taken from the STFB. Exceptions may be made on a case by case basis.
23. Agency will adhere to any additional donor stipulations
24. This agreement is valid for two years from the date of signature and will be presented for review during each compliance review meeting.

Liability Release

Member Agency hereby affirms:

- That all food received will be duly inspected by a qualified member of their staff to determine that it is suitable for use.
- That there have been no express warranties in relation to this gift of food
- That it releases the **original donor, Feeding America and the South Texas Food Bank** from any liability resulting from the condition of the donated food and further indemnify and hold the **South Texas Food Bank, Feeding America and the original donor** free and harmless against any and all liabilities, damages, losses, claims, causes of action arising out of or attributed to any action of said agency or any personnel employed by said agency in connection with its storage and use of the donated food.

I have read and understand all the responsibilities and requirements listed above and agree to adhere to them completely.

Signature of Member Agency Official

Print Name

Elia Solís

Signature of South Texas Food Bank Official

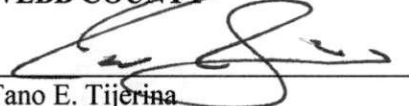
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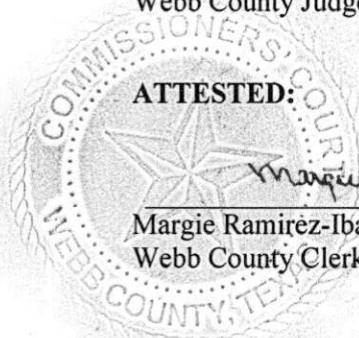
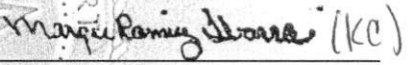
1-11-2021

IN WITNESS WHEREOF, Webb County, Texas has caused this instrument to be executed in its behalf by Hon. Tano E. Tijerina, its Webb County Judge, duly authorized by the Commissioner's Court of Webb County, Texas, and South Texas Food Bank, on this 13th day of December, 2021

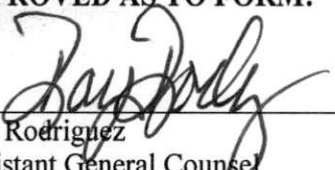
WEBB COUNTY


Tano E. Tijerina
Webb County Judge

ATTESTED:


 (KC)
Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:


Ray Rodriguez
Assistant General Counsel
Webb County Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).