



Produce Drop Agreement

Since its inception, the Brazos Valley Food Bank (“BVFB”) has utilized the time, skill, and talents of volunteers in its attempts to alleviate hunger in the Brazos Valley.

- The operation of Produce Drops is no exception.

A Produce Drop (“PD”) is a practical strategy to address food insecurity. Individuals experience food insecurity when they are without reliable access to a sufficient quantity of affordable, nutritious food. Food Drops help to address this need by providing access to fresh and nutritious produce and other foods.

The undersigned Facilitator (the “Facilitator”) wishes to oversee a PD.

By signing this agreement, Facilitator agrees to the following as it relates to overseeing a BVFB PD:

- 1. General Conduct of PD.** Facilitator and Facilitator’s agents, employees and volunteers will:
 - a) conduct themselves in a safe manner to avoid injury to self or others.
 - b) never manufacture, possess, sale or use any controlled substance while overseeing the PD.
 - c) will never possess any item that may be considered a weapon such as firearms, knives (including pocketknives) while operating the PD.
 - d) demonstrate respect to others, including food recipients, volunteers and other visitors to the PD and not express any form of civil rights violations.
 - e) be cognizant of potential conflicts of interest in overseeing the PD and communicate immediately with the BVFB if such a conflict arises.

Facilitator is not a partner, agent or employee of the BVFB and has no authority to represent itself as an employee, agent or partner of the BVFB, to media, visitors, donors, food recipients or any other person or entity.

Facilitator realizes that all services rendered are on a volunteer basis. No payment is due, and no payment should be expected from the BVFB for any services rendered regarding the PD.

2. PD Operation Requirements:

- a) Facilitator will designate a location that it has permission to use at no cost for the PD and will submit this location for approval by the BVFB. Any change in the location of the PD by the Facilitator must be approved in advance by the BVFB.
- b) Facilitator proposes set dates each month of PD and submits these dates to BVFB for approval. Any change in dates or times of the PD by the Facilitator must be approved in advance by the BVFB.
- c) Facilitator will accept PD product delivered by the BVFB the day of set PD dates.
- d) Facilitator will contact BVFB Agency Relations and Mobile Pantry Coordinator immediately to report any unfit PD Product.
- e) Facilitator agrees to keep PD Product at safe temperatures.
- f) Facilitator agrees to distribute all PD Product. No product will be picked up by BVFB after drop delivery.
 - All clients must be served fairly and equitably
 - After all clients have been served, qualifying volunteers may be served
 - If there is still product to be distributed, clients and qualifying volunteers may go through the distribution line again
- g) Facilitator guarantees that the PD Products received from BVFB will be used only for distribution to those in need that the Facilitator serves through the PD.
- h) Facilitator understands that BVFB reserves the right to limit the quantity and type of product received by any agency or program.
- i) Facilitator understands that the rules for acceptance and participation in the PD program are the same for everyone without regard to race, religious status, sex, national origin, age, disability, sexual preference or political affiliation.
- j) Facilitator will not require any individual or household to join, attend meetings of, or pay dues to a specific organization as a condition for receiving PD Product.
- k) Facilitator will not require any individual or household to attend a religious or political meeting, make a statement of faith, or pledge membership to any religious or political organization as a condition for receiving PD Product.
- l) Facilitator will not sell or require any fee or charge in association with the distribution of the PD Product.
- m) Facilitator guarantees that in accordance with IRS ruling 170(e), no PD Product will be sold, bartered or exchanged for services, including as “gifts” or acts of gratitude to volunteers, friends, family members, etc.
- n) Facilitator agrees to distribute the PD Product at least 1 time monthly to anyone in need.
- o) Facilitator cannot require the individual or household to 1) prove identity or 2) clarify or prove citizenship or alien status.
- p) Facilitator cannot require a statement from the household of income from other sources.
- q) Facilitator must serve households with countable income that exceeds 185% of the federal poverty level, or if the household proves an emergency food need.

- r) Facilitator must have all required signage visually displayed in the food distribution area.
- s) Facilitator will never operate BVFB equipment (vehicles, lifts, pallet jacks) without stated permission from a BVFB representative.
- t) Facilitator will obtain from each individual receiving PD Product, information reasonably requested by the BVFB.
 - The Facilitator will not share client information with others outside of BVFB in order to protect the confidentiality of those served.
 - The facilitator agrees to securely store all client information.
- u) The Facilitator agrees to submit monthly statistical reports by email to the Agency Relations and Mobile Pantry Coordinator by the 5th of each month.
- v) The Facilitator agrees to never falsify client intakes, sign-in sheets or statistical reports.

3. Other Obligations of Partner

- a) Facilitator agrees that it is solely responsible for the training and conduct of any and all volunteers the Facilitator allows to assist with the PD.
- b) Facilitator agrees to an annual distribution monitor conducted by BVFB staff.
- c) *Facilitator releases both the original donor of product and BVFB from any liability resulting from the condition of the received product and further agrees to indemnify and hold BVFB and the original donor free and harmless against all and any liabilities, damages, losses, claims, causes of action and suit of law arising out of or in connection with the operation of the PD (including, without limitation, Facilitator's storage, handling, distribution or use of the PD Product) even if caused by the sole or concurrent negligence of BVFB.*

4. BVFB Duties:

- a) BVFB will provide a set amount of PD Product, free of charge to the Facilitator for the PD each month.
- b) BVFB will deliver the PD Product, free of charge to the Facilitator, the day of each PD distribution.
- c) BVFB will provide training to Facilitator or assist Facilitator in obtaining training on the following:
 - i) Produce Safety
 - ii) Compliance with Civil Rights requirements
 - iii) BVFB required paperwork and signage
 - iv) Other food resources available to the food insecure
- d) BVFB will monitor PD distribution process at least once annually
 - BVFB will provide written follow up regarding PD distribution monitor
 - BVFB will work with facilitator to address and correct any findings. If necessary, BVFB will institute a corrective action plan to address any findings found during a PD distribution monitor
 - If major findings are found during PD distribution monitor or if a PD does not comply with a corrective action plan, BVFB may terminate the PD

- d) BVFB will investigate client complaints against PD Facilitator and may place Facilitator on probationary status (which means temporary loss of ability to oversee PD) if the BVFB receives more than one complaint from more than one client about the Facilitator's services.
 - (i) BVFB will investigate the matter and if the BVFB finds, in its sole judgment, that the complaint is without merit, probationary status will be lifted.
 - (ii) If the BVFB finds, in its sole judgment that the complaint has merit, BVFB will make reasonable efforts to work with the Facilitator to rectify the situation. When BVFB feels confident in the Facilitator's ability to prevent future complaints, probationary status may be lifted.

5. Miscellaneous:

- a) This Agreement is not to be construed more or less favorably between the Parties by reason of authorship or origin of language.
- b) This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.
- c) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas. The obligations hereunder are performable in Brazos County, Texas.
- d) All references in this Agreement to Facilitator refer to Facilitator and its agents, employees, contractors and volunteers.

Facilitator (or church) name and Title – (Director/Pastor/Representative)

Signature

Date

Facilitator (or church) name and Title – Produce Drop Coordinator

Signature

Date

Facilitator (or church) name and Title – (Director/Pastor/Representative)

Signature

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BVFB name and Title

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