



AGREEMENT BETWEEN SUBRECIPIENT AND LOCAL AGENCY WHO WILL FURTHER DISTRIBUTE USDA TEFAP FOODS

This agreement, hereinafter called the "Agreement" made this _____ day of _____ 20 ____
between the Subrecipient, All Faiths Food Bank, whose address is 8171 Blaikie Court, city of Sarasota, and the
Local Agency _____, whose address is _____, city
of _____, county of _____.

AGREEMENT PERIOD: _____

In consideration of the mutual premises hereinafter contained, the parties agree that this Agreement will be performed in accordance with the following conditions.

I. Local Agency attests that:

1. It is an emergency feeding organization as defined in 7CFR 251.3.
2. It is located within the Subrecipient's designated service area.

II. Local Agency agrees to:

1. Administer and distribute TEFAP USDA donated food in compliance with the requirements of 7CFR 251, 7CFR 250 (as applicable), all pertinent policies, rules, regulations, and any procedures established by the USDA and/or Florida Department of Agriculture and Consumer Services.
2. Distribute TEFAP USDA donated food only to benefit eligible people served in its designated service area.
3. Determine eligibility of households prior to issuing any TEFAP USDA donated food for household consumption. In the case of self-declaration, to use the current income eligibility chart issued by the Florida Department of Agriculture and Consumer Services, Bureau of Food Distribution, prior to July 1 of each year.
4. Use TEFAP USDA donated food only for distribution to eligible households or for congregate feeding. TEFAP USDA donated food shall not be sold, exchanged or otherwise disposed of without the approval of the Florida Department of Agriculture and Consumer Services.
5. Allow the Florida Department of Agriculture and Consumer Services access to or furnish whatever information/documentation is necessary for the Department to conduct reviews, and monitor

progress or performance to determine conformity with intended program purposes. The Local Agency shall permit representatives of the Department or USDA to visit its sites or Local Agency sites; inspect donated food in storage, or the facilities used in handling or storing donated food; to monitor distributions, and to review and audit all records pertinent to TEFAP at any reasonable time during normal working hours.

6. Not solicit donations in any manner from clients or require any client to pay for TEFAP USDA donated food, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of TEFAP USDA donated food, as a condition for receiving TEFAP USDA donated food.
7. Attend training provided by the Subrecipient regarding TEFAP, Civil Rights, etc., as required, and train staff on a regular basis and not less than annually on all aspects of TEFAP, Civil Rights laws, policies and requirements, etc.
8. Local Agency will ensure all distributions occur at locations in which food is consistently available to the community (i.e. food pantries, soup kitchens). If the local distribution agency will operate mobile food pantries, information on scheduled distribution dates, times and locations shall be available to the Subrecipient and the state agency upon request. Mobile food pantries shall be operated in a method in which clients can rely on a stable food distribution system with consistency in scheduling and availability.

III. Receipt of USDA Donated Food: Local Agency must sign a receipt for any TEFAP USDA donated food received. The receipt must include number of cases of each TEFAP UDA donated food, name of the Local Agency receiving the TEFAP USDA donated food, date and recipient's signature. The Subrecipient shall maintain the original signed receipt in its files. The Local Agency should keep a copy of the receipt for its files.

IV. Issuance Records

1. Food Pantries: Emergency feeding organizations (EFO) distributing TEFAP USDA donated food to households for home consumption must certify the client's eligibility, using the appropriate form and income guidelines provided by the Subrecipient for this purpose. Eligibility certification is valid for one year and may be renewed unless client's circumstances change so as to make them ineligible.

The EFO must keep a record of the names of all households receiving food each day. Recipients should sign a receipt or list each time they receive food. Federal regulations do not require keeping a record of the specific TEFAP foods or quantities issued to each household.

2. Soup Kitchen: Maintain record of number of meals served daily. Sites do not have to maintain records of the names of people to whom they serve meals, and meal recipients do not have to sign for their meals.

V. Termination. This agreement may be terminated by either party, for cause, upon no less than thirty (30) calendar days notice, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered in writing by certified mail, return receipt requested, or in person with proof of delivery.

- VI. Storage Facilities.** The Local Agency certifies that it has the proper facilities for the storage and protection of TEFAP USDA donated food. Local Agency agrees to take a daily temperature reading of the storage areas, *dry*, freezer and cooler, where TEFAP USDA donated food is stored. ***Internal thermometers must be used when taking temperatures in the freezer and cooler storage areas.*** USDA considers any loss of TEFAP USDA donated food due to refrigeration or freezer failure as negligence and subject to loss claim action.
- VII. Records Retention.** All records, documents, etc., required by USDA regulations, policies, or this agreement, must be retained for three years following the close of the federal fiscal year to which they pertain.
- VIII. Civil Rights Complaints.** Local Agency must establish a procedure for receiving and handling Civil Rights complaints. Local Agency must forward complaints alleging discrimination based on one of the protected classes to the Subrecipient immediately upon receipt.
- IX. Assurance of Civil Rights Compliance.**

The State agency hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the State agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

Signed by parties to this agreement:

All Faiths Food Bank

Name of Subrecipient

All Faiths Food Bank – Chief Executive Officer

Date

Name of Local Agency

Signature of Authorized Representative

Date