

**2025-2026 USDA TEFAP COMMODITIES AGREEMENT
BETWEEN SUBRECIPIENT AND LOCAL AGENCY WHO WILL FURTHER
DISTRIBUTE USDA TEFAP FOODS**

This Agreement hereinafter made this {Date } between the Subrecipient **Second Harvest Food Bank of Central Florida, Inc.**, whose address is **411 Mercy Dr. City of Orlando**, and the Local Agency **OE4064 St. Lawrence AME** whose address is **549 East Kennedy Blvd., City of Eatonville** and County of **Orange**.

AGREEMENT PERIOD: **July 1, 2025-June 30, 2026**

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 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 the Florida Department of Agriculture and Consumer Services.
2. Distribute TEFAP USDA food only to benefit eligible people served in its designated service area
3. Determine eligibility of households prior to issuing any TEFAP USDA food for household consumption by asking neighbor to review and fill out the eligibility forms and self declare their eligibility. These forms must be kept on file for 3 years plus the current and then after that until the neighbor no longer meets the eligibility requirements,
4. Use TEFAP USDA food only for distribution to eligible households or for congregate feeding. TEFAP USDA food shall not be sold, exchanged or otherwise disposed of without the approval of the Bureau of Supplemental Food Programs.
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 Partner Agency shall permit representatives of the Department or USDA to visit its sites, inspect food in storage, or the facilities used in handling or storing 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 neighbors or require any neighbor to pay for TEFAP USDA 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 food, as a condition for receiving TEFAP USDA food.
7. Attend TEFAP yearly training provided by the Food Bank as required, and then train staff on a regular basis and not less than annually on all aspects of TEFAP, Civil Rights laws, policies and requirements, etc. The agency must provide a roster with the signatures of individuals who attended the training.
8. Ensure all distributions occur at locations in which food is consistently available to the community (i.e. food pantries, soup kitchens). If the agency operates mobile food pantries, information on scheduled distribution dates, times and locations shall be given to the Food Bank 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 Food. Partner Agencies must sign the invoice when they receive TEFAP USDA food. The receipt must include number of cases of each TEFAP USDA food, name of the Local Agency receiving the TEFAP USDA food, date and recipient's signature. The Agency should keep a copy of the receipt for its files for 3 years plus the current.

IV. Issuance Records.

1. Partner Agencies distributing TEFAP USDA food to households for home consumption must certify the client's eligibility, using the appropriate form and income guidelines provided by the Food Bank for this purpose. Eligibility certification is valid until the client's circumstances change as to make them ineligible.

The Partner Agency must keep a record of the names of all households receiving food each day. Recipient 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.

Partner Agencies must ensure that neighbors have an eligibility form on file and are asked to attest that their household remains eligible to receive TEFAP USDA Foods when they pick up food at distributions.

2. Meal Programs. 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 Partner Agency certifies that it has the proper facilities for the

storage and protection of TEFAP USDA food. Partner Agency agrees to take a temperature reading of the storage areas, *dry*, freezer and cooler, where TEFAP USDA food is stored before each distribution, at least weekly. ***Internal thermometers must be used when taking temperatures in the freezer and cooler storage areas.***

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 plus the current year..

XI. 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 Food Bank immediately upon receipt.

X. 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:

Second Harvest Food Bank of Central Florida, Inc.

Name of Subrecipient

Patti Delacruz

Signature of Authorized Representative

7/22/2025

Date

OE4064 St. Lawrence AME

Name of Local Agency

Wanda D. Randolph

Signature of Authorized Representative

7/22/2025

Date