

2025 MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by Second Harvest Food Bank of Central Florida ("SHFB"), having a place of business at 411 Mercy Drive, Orlando, Florida 32805 and **OE4064 St. Lawrence AME** ("Agency"), having a place of business at 549 East Kennedy Blvd. Eatonville FL, 32751 this 7/22/2025.

Memorandum of Agreement (MOA) period July 1st, 2025 - June 30th, 2026

In consideration of the terms hereof, and the delivery of products by SHFB to Agency, the parties agree as follows:

1. Agency represents and warrants that it qualifies as a section **501(c) (3)** organization under the Federal Tax Code (26 U.S.C.) 501(c) (3). Under the Federal Tax Code (26 U.S.C. 501(c) (3) of the Internal Revenue Code as a tax-exempt organization or be a church as described in Section 170(c)(3) of the Internal Revenue Code to which deductible contributions may be made. Other religious organizations such as synagogues and mosques may also fall under the "church" classification.
2. Agency shall have proof of its nonprofit status on file with SHFB prior to joining SHFB, shall update it periodically, as required, and shall continue to qualify and maintain its status as a 501(c)(3) organization or as a church as described in Section 170(c)(3) of the Internal Revenue Code.
 - a. In the event an agency receives notification that its status as a nonprofit is challenged or revoked and/or it ceases to qualify as a 501(c)(3) organization, Agency shall immediately notify SHFB of such cessation.
 - b. Agency shall also provide a Florida Consumer's Certificate of Exemption to receive any non-food items.
3. Agency must have a copy of their organization's 501(c)(3) **and** a current Florida Consumer's Certificate of Exemption on file at Agency and at SHFB.
4. Agency must be incorporated for the purpose of serving the ill, needy or infants, or be a Church, and place emphasis on serving needy clients. *For the purpose of this Agreement, the term "needy" refers to an individual who lacks the necessities of life, involving physical, mental or emotional well-being, because of poverty or temporary financial distress.*
5. This Agreement shall have a term limit of **one year**, unless terminated sooner. If Agency is inactive for longer than three months, Agency may be required to complete a new application, sign a new Memorandum of Agreement, and attend required training as deemed necessary by SHFB. This Agreement may be terminated at will by SHFB with or without cause upon notice to Agency. Upon such termination, the Agency shall remain responsible for any monies owed to SHFB by Agency through the date of termination. Agency that is terminated will not be eligible to reapply.
6. **Agency shall operate year-round food assistance program(s) with a focus on feeding those who self-identify as part of a needy segment of the population at least twice a month. Agency must follow all food distribution standards to qualify for any other SHFB programs.**
 - a. **Agency serving the entire community must order and pick up, receive food through delivery or the Grocery Alliance Program at least every 30 days.**
7. Agency agrees to adhere to any additional donor stipulations received from SHFB.
8. Agency should consider the needs of the neighbors that they serve when performing agency functions and strive to put the well-being of the neighbor in the center of their operational decisions.

FUNDING A FOOD PROGRAM

9. Even though a high percentage of the food Agency receives from SHFB is at no charge, each food program must establish a sustainable funding source.

- a. Funding Sources may include a regular agency budget, donations from the community, participating in fund raising efforts, or applying for grant funding from the community or SHFB.

SAFE FOOD HANDLING

10. Agency preparing meals on-site may require licensure by the local county department of health, receive regular health inspections and have a certificate evidencing such license and health inspections on file with SHFB.

- a. The inspections and certificates will be needed only if it is applicable in the county where the agency is located.
- b. If the Agency is using SHFB food to prepare meals, the Agency will be required to have at least one active Safe Food Manager Certification holder present during food preparation.
- c. Agency shall comply with all SHFB guidelines and recommendations for safe food storage, handling, and facility maintenance.

11. Every agency shall have at least one active staff member/volunteer member, preferably the pantry coordinator, who has a current Safe Food Handling certification.

- a. Agency ensures that a Safe Food Handling trained person is present at all distributions, mobile drops, and meal preps to ensure Safe Food Handling Standards are followed. A current copy of that certification is to be provided upon expiration and kept on file at SHFB and the Agency.
- b. Online certificates can be obtained via www.responsibletraining.com
- c. Agency shall ensure that all staff and volunteers who handle and distribute food should follow safe food handling procedures and be trained as needed.
- d. Agency shall ensure that product storage and handling will conform to local, state and federal regulations and SHFB requirements.

12. Agency will be responsible for protecting all products from heat, rain, dust, and the elements during transport from the food bank.

- a. Agency will be responsible for covering all **exposed** products while being transported in an unenclosed vehicle (open top trailers, pickup beds etc.) with a suitable tarp that is secured for travel. Agency will be responsible to bring tarps and bungees each time they transport items from SHFB.
- b. Agency that is approved for perishable food distribution will be responsible for bringing **insulated blankets and/or coolers** each time **frozen/refrigerated** items are transported from SHFB if they do not have a refrigerated vehicle.
- c. Insulated blankets and/or coolers and tarps may be inspected during the annual monitoring conducted by the Agency Relations Department.
- d. After picking up the product from the food bank, the Agency must transport the product directly back to the agency's storage location and are not permitted to make any secondary stops. Agency representatives receiving food must ensure that food is not used for personal use.

13. When notified by Second Harvest Food Bank that a product has been recalled, the Agency must have a formal process to determine if the product entered their program's inventory, to notify clients of the recalled product, and to properly remove the product from their inventory.

- a. Agency must ensure the organization is receiving and reviewing SHFB recall emails. An accurate email address for the designated Agency contact is required.
- b. Agency must not unsubscribe from these emails unless there has been a change in contact.
- c. If an Agency is chosen to participate in a Mock Recall, Agency must follow directions and respond to SHFB within 24 hours.

14. Agency that distributes food through a delivery model must ensure that food safety protocols are being followed while making deliveries and food is kept at the proper temperature.

15. Agency agrees that products will not be stored in nor distributed from a private residence.
 - a. Any secondary locations used to store SHFB product must be inspected by your Agency Relations Coordinator prior to its use.
16. All products received from SHFB must be stored in a **locked, secured, temperature-controlled area**, distributed using a first in-first out inventory model, and separated from other products used by separate programs or ministries.
17. **Agency must track temperatures for each of their dry storage areas and cold storage units before each distribution, at least weekly, and keep a temperature log using an analog thermometer (not a thermostat or digital thermometer).**
18. Agency must have a minimum of a quarterly inspection by a **professional, certified, and licensed pest control company**. All invoices and/or statements by the pest control company must be kept and shown upon monitoring.
19. Emergency Pantries that distribute at multiple locations must have a separate account for each location to ensure that food is being stored and distributed properly. All Agency locations must have a yearly inspection by Agency Relations staff and have a signed MOA on file.

DISTRIBUTION

20. Neighbor tracking platforms must not be used to deny food access based on other visits to different partner agencies.
21. Agency shall not sell, barter, transfer or share any products in exchange for money, services, or other products.
22. Agency shall not redistribute any product to other partner agencies, non-partner agencies, or any other community organizations or schools without written authorization from SHFB. Agency that receives products from SHFB warehouse must ensure that the product is used to serve the needy and is handled in a safe manner.
23. Agency shall not give any product to staff or volunteers for personal use unless the individual is a neighbor in need. Staff and Volunteers shall not have special distribution times unless it is after the general distribution and cannot choose food ahead of time. Agency must not provide any product for general congregation use or provide any product for unauthorized agency events.
24. Distribution is limited to use in the county where Agency resides and serves, specifically Brevard, Marion, Lake, Orange, Osceola, Seminole and Volusia Counties.
 - a. Under no circumstances can donated products obtained from SHFB be distributed in another county, state, or country without written permission from Second Harvest Food Bank.
 - i. If the Agency violates this provision, SHFB may immediately terminate this agreement without notice and recover the possession of any products in the Agency's possession without providing compensation to Agency. Agency shall grant admittance to agents of SHFB for such purposes.
25. All Agencies are required to report their monthly distribution statistics no later than the 10th of the following month. Failure to provide these statistics may result in inactivation.
26. Agency open to the public shall participate in SHFB referral network by providing current contact information that will be available to the public on our Food Finder as a resource for needy individuals. SHFB staff may reach out to an Agency on behalf of a client for emergency assistance.

- 27 **Agency must strive to provide food for any neighbor who visits their agency regardless of the neighbor's location or circumstances if food is available. No neighbor should be sent away without food and/or resources.**
- 28 **Agency should also provide additional resources for neighbors to receive food by providing Second Harvests Food Finder information flyer to neighbors or post the Food Finder Poster in an area where the distribution intake occurs during distribution. The Food Bank will provide you with these documents.**
- 29 **If the Agency receives spoiled/or damaged food that cannot be distributed, the Agency shall take photos of the product and report to SHFB within 24 hours for next steps.**
- 30 **Agency that serves schools using products received from SHFB must notify the Food Bank which schools the organization is serving and sign an agreement with SHFB and the pertaining schools. Agency must also report the numbers of students served in the monthly statistics.**

SHOPPING

- 31 SHFB reserves the right to limit the amount and type of product the agency may receive.
 - a. SHFB has the right to adjust the agency's order accordingly and limits on products may be necessary due to inventory.
- 32 Agency that shops at the SHFB Orlando Warehouse shall ensure all shoppers have completed the current SHFB Authorized Shopper Training. Only Authorized Shoppers will be allowed to receive food in the mart. During each shopping appointment, Agency may have no more than 2 authorized shoppers in the Agency Mart and 4 loaders in the Agency loading dock area.
 - a. If shoppers change, Agency Contact must notify the food bank before shopping appointment and have them complete current SHFB Authorized Shopper Training to be listed on the Agency account. If an unauthorized shopper attends an appointment, the unauthorized shopper will not be allowed to shop.
 - b. Agency is required to notify SHFB beforehand if the organization is unable to attend a shopping appointment or if the organization will be arriving late for an appointment.
 - c. **The number of shopping appointments allowed per week is determined by the frequency of the agency's regular distribution.**

CIVIL RIGHTS

- 33 Agency shall not require individuals to participate in counseling, prayer or in a religious service or any program as a prerequisite or in conjunction with product distribution or receipt. Agency shall not use program or individuals' personal information to foster or advance religious or political views or any other programs.
- 34 **Items such as Social Security numbers, birth certificates, and passports or proof of income cannot be used as a qualification to receive product from your agency. If the Agency offers additional services that require the documents listed above, the Agency must provide food prior to requesting documents. It must be clear clients can access food products without the requirement of these forms of documentation. If Non-TEFAP agencies ask for an ID they can only use for information purposes and not as requirement for food.**
- 35 Agency shall not engage in discrimination, in the provision of service against a person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

MONITORING

- 36 Agency will allow SHFB to visit at any time, including during distribution. A full monitoring of Agency will ideally be annually, but at a minimum once every two years, depending on their volume, type, or circumstance.

- a. After 3 failed attempts to schedule a monitoring appointment, the Agency will be made inactive until a monitoring appointment is scheduled and completed.
- 37 Agency shall keep accurate product distribution records for three years plus the current for each of an agency's locations. Records must be kept on-site and available to SHFB. The records that must be retained are:
 - i. Dated Client Distribution logs
 - ii. Dated Temperature Logs
 - iii. Memorandum of Agreements
 - iv. Signed SHFB Invoices
 - v. Pest control Invoices or Statements

COMMUNICATION

- 38 Agency shall notify SHFB in writing if/when its program changes location, highest authority, contact, shoppers, date and time of distribution, or type or size of food program. Failure to notify SHFB of changes within 48 hours of the respective changes may lead to agency inactivation. Agency must confirm that the contact information is current on their account with a valid e-mail, phone number, and contact person
- 39 Agency will participate in annual partner surveys as indicated by SHFB.
- 40 In case of a disaster, the Agency will notify the SHFB of Agency's status and/or needs as soon as the organization is able to help SHFB assess the need and distribution options to assist the community.

AGENCY BALANCES/FINANCE

- 41 Agency agrees to pay any balance that is due **Net 30 days**. Failure to pay a balance by the time it is due may result in the agency becoming inactive.
 - a. Agency must pay by Agency Check.
 - b. Cash, Credit Cards and Money Orders will not be accepted as forms of payment.
 - c. Agency will write the Agency REF# on the check memo.
- 42 If receiving grant funding from SHFB, Agency agrees to grant stipulations provided by SHFB. SHFB reserves the right to reallocate grant funding if stipulations are not followed.

LEGAL

43. In the event of an Agency failure to comply with local, state, and federal regulations or with any provision, recommendation or guidelines as outlined in this Agreement, SHFB reserves the right to immediately terminate this Agreement, without notice, and recover possession of food/products in the Agency's possession without compensating Agency for the cost or value thereof. Agency shall grant admittance to SHFB agents for such purposes.

44 In the event of litigation between Agency and SHFB, the parties agree that the courts located in Orange County, Florida shall be the exclusive venue for any action. However, if such do not have subject matter jurisdiction over such cause of action, then action may be brought in any court in the State of Florida in where subject matter jurisdiction properly lies. The substantially prevailing party in such litigation shall be entitled to collect and recover from the party not substantially prevailing all costs of such action or proceeding incurred by such substantially prevailing party, including, but not limited to, reasonable attorney, paralegal and expert fees and costs through all levels and nature of proceedings, including appeals.

LIABILITY RELEASE AND INDEMNIFICATION

As a material provision hereof, Agency agrees to the following additional terms and conditions:

1. Agency accepts the food "as is."
2. Agency agrees to store and inspect food as soon after receipt, as is practical, and to determine whether the food is fit for human consumption. If not, Agency will immediately advise SHFB.
3. No representations or warranties, express or implied, are made by Second Harvest Food Bank of Central Florida (SHFB), the original donor or Feeding America regarding the food's fitness for human consumption.
4. Agency releases SHFB, the original donor, and Feeding America, from any liabilities resulting from the donated goods.
5. SHFB, the original donor, and Feeding America are held harmless from any claims or obligations in regard to the donated goods.
6. Agency agrees to store all acceptable food in the manner as is appropriate given the nature of the various food products.
7. Agency releases SHFB, the original donor, and Feeding America, from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of food bank.
8. Agency further agrees to indemnify, defend and hold SHFB, the original donor and Feeding America, free and harmless from and against all and any liabilities, damages, losses, claims, causes of action, suits at law or in equity or any obligation whatsoever and all costs and expenses including attorney's fees arising out of or attributed to any action of the agency in connection with the agency's storage and/or use, including distribution of donated food.
9. Agency acknowledges that the food is donated to further charitable (non-commercial) purposes and, therefore, Agency agrees not to sell, trade, barter or offer to sell the food or exchange it for services.
10. Agency hereby agrees to assume any and all responsibility for food product liability relating to any act or failure to act by the agency associated with distribution, storage, preparation, or service of the food after Agency assumes possession of the food.
11. Agency agrees to notify SHFB whenever it receives notice of any claim liability with respect to the food received from SHFB.

CODE OF ETHICS

All organizations or individuals acting for or with SHFB are expected to:

Represent accurately, honestly, and completely SHFB's mission and activities to the larger community.

Conduct all business in accordance with applicable laws, rules, and regulations.

Perform all duties with honesty and integrity.

Treat all people with respect and dignity without regard to race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military, or status as a protected veteran.

Treat all those who access services with the utmost dignity and respect, including preserving the confidentiality and personal information of those served.

Refrain from obtaining any improper personal benefit because of their association with SHFB.

Exercise independent judgment free from any improper outside influence.

Ensure that contributions are used in accordance with donors' intentions.

Implement best practices in the proper and safe storage and handling of food and only distribute products that are safe to consume.

Promptly report any improper discriminatory behavior, sexual harassment, illegal activities, or other violations of this Code.

The undersigned hereby affirm that they are authorized agents of the applicant organization, and their legal signatures do bind the applicant organization to the terms, conditions, and limitations of the application agreement. I declare under the penalty of perjury that the foregoing is true and correct.

Name of Agency: OE4064_St. Lawrence AME

Rev. Travis Kendrick 7/22/2025

**Name of Highest
Authority (printed)**

Rev. Travis Kendrick 7/22/2025

**Signature of Highest
Organization Authority**

Wanda D. Randolph 7/22/2025

**Name of Main Contact
Person (printed)**

Wanda D. Randolph 7/22/2025

**Signature of Main
Contact Person**

The above Agency is accepted/ renewed as a partner of Second Harvest Food Bank of Central Florida pursuant to the above-stated terms and conditions.

Patti Delacruz 7/22/2025

**Signature of Authorized
Representative from SHFB**