

2021 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 Brevard Alzheimer's Foundation inc. (dba Joe's Club) ("Agency"), having a place of business at 4676 N. Wickham Rd. Melbourne FL, 32935 this 3rd day of November, 2021.

Memorandum of Agreement period July 1st 2021-June30 2022

In consideration of the terms hereof, and the delivery of product 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 also fall under the "church" classification.
2. Agency shall have proof of its nonprofit status on file with SHFB prior to joining the Food Bank, 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. In the event 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. At the request of SHFB, Agency shall also provide a Florida Consumer's Certificate of Exemption, and a copy of Agency's Articles of Incorporation and Bylaws.
 - a. To be eligible to receive deductions the agency must be an IRS 501(c) (3) nonprofit organization.
3. This Agreement shall have a term limit of one year, unless terminated sooner. If an Agency is inactive for longer than 6 months, the 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, Agency shall remain responsible for any monies owed to SHFB by Agency through the date of termination. Agencies that are terminated will not be eligible to reapply.
4. Agency shall operate year-round food assistance program(s) with a focus on feeding a needy segment of the population at least monthly.
 - a. Agency status at SHFB will be considered inactive if agency does not order products online for pick up or delivery, or pick up product in the agency mart at least every 3 months.
5. 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, as a result of poverty or temporary financial distress.*
6. Agency preparing meals on-site shall be licensed 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 that the agency is located.
 - b. Agency shall comply with all SHFB guidelines and recommendations for safe food storage, handling, and facility maintenance.

7. 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 insures 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.
 - b. Agency shall ensure that product storage and handling will conform to local, state and federal regulations and SHFB requirements
 - c. Online certificates can be obtained via www.responsibletraining.com
8. Agencies will be responsible to protect all product from heat, rain, dust and the elements during transport from the food bank.
 - a. Agencies will be responsible to cover all exposed product during their transportation (open top trailers, pickup beds etc.) with a suitable tarp that is secured for travel. Agencies will be responsible to bring tarps and bungees each time they transport items from SHFB.
 - b. Agencies will be responsible for bringing insulated blankets and/or coolers each time frozen/ refrigerated items are transported from SHFB.
 - c. Insulated blankets and/or coolers and tarps will be inspected during the annual monitoring conducted by the Agency Relations Department and prior to pick up.
 - d. Upon picking up product from the food bank, agencies will transport the product directly back to the agency storage location unless picking up additional product for distribution to clients. No side trips allowed.

9 When notified by Second Harvest Food Bank that a product has been recalled, agencies must have a process in place to determine if that product is/was in their pantries inventory, notify clients if they may have received the product and remove the product from their inventory.

10 Agencies that distribute food through a delivery model, must submit a written plan to detail the process the agency will follow to ensure that food safety protocols are being followed while making deliveries.

11 Agency agrees that products will not be stored in, nor distributed from a private residence.

12. The agency agrees to adhere to additional donor stipulations.

13. Agency assumes responsibility and shall be accountable for the use of all products after taking possession of such products from SHFB. Agency shall ensure that products ordered will not exceed the needs of the program and is distributed at your next possible distribution. **All food must be distributed to those in need and not used for personal or agency use.**

14 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.

15 Agency shall name a main contact person and up to four authorized shoppers.

- a. **Two trained** shoppers shall obtain a badge from the front desk when they have their shopping appointment and wear it for the entire shopping experience.
- b. **The 3rd and 4th** shopper can assist with moving the vehicles and loading but not with shopping in the mart.
- c. **All shoppers must complete Second Harvest Shopper Training and be listed as an authorized shopper in our system.**
- d. **If shoppers change, the agency contact must notify the food bank before shopping appointment.**

e. Second Harvest Staff can not be responsible for supervising children or other individuals while partner agencies shop in the mart.

*Volusia and Brevard branch policies vary, please check with the warehouses for sign in procedures.

- 16 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 Second Harvest of changes may lead to agency inactivation.**
- 17 Agencies are required to participate in Second Harvests annual on-line Partner Agency Survey. If your agency is unable to access or complete the online survey, they must communicate with their Second Harvest Food Bank Agency Coordinator 1 week prior to the survey deadline so that we can make appropriate accommodations.
- 18 All new agency contacts must attend an Agency Orientation within 3 months of any change, and ensure proper staff are trained, have a current Safe Food Handling Certificate, and attend any other mandatory trainings. Agency is responsible for keeping contracts and certificates current and updated for shoppers, main contact, and highest authority.
- 19 Client tracking platforms must not be used to deny food access based on distribution history from differing partner agencies.**
- 20 Agency agrees to pay balance that is due Net 30 days. Failure to pay balance by the time it is due may result in agency becoming inactive.
 - a. Agency must pay by agency check. Cash and Money order will not be accepted as forms of payment.
 - b. Agency will write the Agency REF# on the check memo.
- 21 Agency shall not sell, barter, transfer or share any products in exchange for money, services or other products.
 - a. Agency shall not use donated product items in any fashion other than to serve Agency's clientele.
 - b. Agency shall not share or redistribute any product to partner agencies, non-partner agencies or any other community organization or schools without written authorization from SHFB.
 - c. Agencies that purchase product from our Power Purchase Program must ensure that the product is used to serve the needy and is handled in a safe manner. Agencies are not allowed to resell or redistribute this product to other organizations.
- 22 Agency shall not give donated or shared maintenance product to staff or volunteers for personal use unless they are a registered client. Agency must not serve donated products for general congregation use or serve donated products at agency events.
- 23 Distribution is limited to use in the county where the agency resides and serves, specifically Brevard, Lake, Orange, Osceola, Seminole and Volusia Counties.
 - a. Under no circumstances can product obtained from SHFB be distributed to client in another county, state or country without written permission from Second Harvest Food Bank.
 1. In the event that Agency violates this provision, SHFB may immediately terminate this agreement without notice and recover possession of any products in the Agency's possession without

providing compensation to Agency. Agency shall grant admittance to agents of SHFB for such purpose.

- 24 Agency shall not require clients 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 clients personal information to foster or advance religious or political views or any other programs.
- 25 Items such as Social Security numbers, birth certificates and passports can not be used as a qualification to receive product from your agency. If Agency offers additional services that require things such as birth certificates, social security cards, or proof of income, it must be clear clients can access food product without the requirement of these forms of documentation.
- 26 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, and marital status, and disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
- 27 Agency shall make every effort to provide assistance in response to requests by SHFB or other cooperative food providers, who may make referrals of needy individuals.
 - a. Agency shall participate in SHFB referral network, by providing contact information that will be available to the public on our Food Finder as a resource for needy individuals.
- 28 Agency will allow Second Harvest Food Bank to monitor the agency regularly, at a minimum of once a year and visit during any distribution.
 - a. After 3 failed attempts to schedule a monitoring appointment, the agency will be put in inactive status until a monitoring appointment is scheduled.
- 29 If Agency operates an emergency food pantry or dual program, Agency shall keep accurate product distribution records for three years plus the current for each of an agencies locations. Records must be kept on-site and available to food bank agent. Record must contain the following information:
 - a. Sign in sheets
 - b. Temperature logs
 - c. Memorandum of Agreement
 - d. Invoices
 - e. Pest control logs
- 30 All product received from Second Harvest Food Bank must be stored in a secure locked temperature controlled area and separated from any other product used by any other program or ministry other than the agency.
- 31 Agency must track the facility's temperatures before every distribution, or at least weekly and keep a temperature log using a thermometer, (not a thermostat or built in thermometer) for each of their dry and cold storage areas.
- 32 All Agencies must have a minimum of a quarterly inspection by certified pest control company .Receipts must be kept and shown upon monitoring.
- **Emergency Pantries that have multiple locations must have a separate account for each location to ensure that food is being stored and distributed properly at each location. All Agency locations must have a yearly inspection by Agency Relations staff and have a signed MOA on file.**
- 33 In the event of Agency's 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 Agency's possession without compensating Agency for the cost or value thereof. Agency shall grant admittance to SHFB agents for such purpose.

a. SHFB reserves the right to terminate its relationship with agency for non-compliance of this Agreement or attachments.

34 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.

35 Agency agrees that it will pay shared maintenance fees assessed when applicable.

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. The 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 the agency will immediately advise the food bank.
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. The 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. The agency agrees to store all acceptable food in the manner as is appropriate given the nature of the various food products.
7. The 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. The 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. The agency acknowledges that the food is donated to further charitable (non-commercial) purposes and, therefore, the agency agrees not to sell, trade, barter or offer to sell the food or exchange it for services.

10. The 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 the agency assumes possession of the food.
11. The 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 Second Harvest Food Bank are expected to:

- Represent accurately, honestly and completely Second Harvest'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 Second Harvest.
- 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: Brevard Alzheimer's Foundation Inc, (dba. Joe's Club)

Timothy Timmermann, Executive Director
Name of Highest Authority (printed)

Date 11/03/2021


Signature of Highest Organization Authority

Date 11/3/21

Sean Odle, Compliance Director
Name of main contact person (printed)

Date 11/03/2021


Signature of main contact person

Date 11/3/21

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.



Signature of Authorized Representative from SHFB

Date 11/4/21