



FOOD DISTRIBUTION PROGRAM HOST SITE AGREEMENT

Name of Host Site: City of North Port, Parks & Recreation

Organization Contact Name: Sarah Good and Samantha Cremen
Phone: (941) 429-3531 & (941) 240-8122

Physical Address:
Sites: 6207 W. Price Blvd North Port, FL 34291
Sites: 1602 Kramer Way, North Port FL 34286

Distribution(s) Day & Time: See Attached Addendum
Type of Distribution:

BackPack

SnackPack

Child/Family Food Pantry

(Circle all that apply)

This Agreement is made by and between All Faiths Food Bank, Inc. ('AFFB'), a Florida 501(C) 3 nonprofit corporation, and City of North Port, Florida ('Host Site') located at 6207 W. Price Blvd North Port, FL 34291 and 1602 Kramer Way, North Port FL 34286 regarding the operation of an AFFB food distribution program. This Agreement is effective April 8th, 2019 and supersedes any prior agreement by and between AFFB and Host Site. Additional details may be provided in attached addenda.

AFFB and Host Site agree to the following roles and responsibilities and terms and conditions by which AFFB will provide fresh and non-perishable food items, inspected under strict guidelines, to Host Site which, in turn, will use these foods exclusively in programs which serve those in need in our community. In partnering with AFFB, Host Site becomes a part of the AFFB network, providing food distribution and nutritional education services to the hungry in Sarasota and/or DeSoto Counties. In signing this Agreement, AFFB and Host Site agree to work toward and maintain a positive partnership with the vision of ending hunger in our community.

GENERAL OVERVIEW OF PROGRAMS

AFFB offers several food distribution programs at locations throughout Sarasota and DeSoto Counties in order to ensure that both perishable and non-perishable food items are available and accessible to those in need throughout the year. Some programs may be year-round and others may only take place during the summer when school is not in session. These include:

- **Child & Family Food Pantry** helps to alleviate child hunger in our community through the provision of food to children and their families at a school or community location. Child & Family Food Pantries are located on the organization's grounds serving children and their families and are intended to provide a more readily accessible source of food assistance to those in need. The Pantry will have a set distribution schedule and offer ongoing food assistance services in an organized format managed either by volunteers and/or organization staff. The Pantry will consist of a variety of food products with an emphasis on perishable products such as fresh produce, bread, and fresh/frozen protein foods as well as nonperishable items.

- **BackPack Program:** provides pre-packed “backpack bags” for regular distribution to children for weekends, and/or holidays, and/or during the summer.
- **SnackPack Program:** provides snacks to children during the summer.

TERMS OF AGREEMENT FOR CHILD & FAMILY FOOD PANTRY PROGRAM

1. Pantry Site must hold food distributions at set days and times and be open to only those families connected with the school or served by the organization as agreed by AFFB and the Host Site, at least once a month.
2. For faith-based organizations, distributions must not be tied to any religious service nor can any religious information be presented to or included in any bags or boxes used in the distribution.
3. All clients may self-declare need and are not required to show proof of identification, income, or any personal information including social security numbers.
4. Donated products will not be transferred in exchange for money, property or services or to other agencies or programs.
5. Donated products will be used only in a manner related to the exempt purposes of AFFB under Section 501(c) 3 of the Internal Revenue Service Code.
6. Donated product is to be used in Sarasota and/or DeSoto Counties, FL only.
7. Food is distributed on a first come/first serve basis.
8. Steps should be taken to ensure that each individual receives an appropriate supply of food and is taking the food only for that person's/household's use.
9. Food leftover at the end of distribution will be held at the Host Site to be distributed at the next distribution or disposed of in an appropriate manner.
10. Pantries can expect to have deliveries made at a delivery area that is safe, can accommodate a pallet jack (double doors), is accessible and is clear of debris.
11. Pantry staff and/or volunteers must oversee that AFFB product is routed from the drop-off point to the appropriate storage area in the site to ensure food safety.
 - a. Pantry Program food must be in a secure, sanitary and temperature controlled place away from cleaning materials and toxic chemicals.
 - b. All food must be stored 4 inches off the floor, away from the wall and 6 inches below the ceiling.
12. Pantries are required to handle donated goods safely and properly, conforming to all AFFB, local, state and federal regulations.
13. At least one representative from each Pantry must receive, review and sign a food safety form.
14. Pantry may not require donations in exchange for meals, product, or the delivery of food. Any posting of signage that infers a suggested donation dollar amount near or as part of a product or meal distribution is strictly prohibited.
15. Pantry Coordinator and Pantry Assistant must attend a training by AFFB CFFP Manager before the first distribution.
16. Pantry staff and/or volunteers understand and agree that AFFB CFFP Manager oversees all aspects of the food distribution. Pantry staff and/or volunteers agree to assist in the distribution as directed by the AFFB CFFP Manager.
17. All recipients (18+ years of age) of AFFB food and non-food items must be checked in using Link2Feed or sign the Client Log every time a client receives food.
18. Pantry must account for all of the food and non-food products that you receive from AFFB.
19. No outside food items may be brought to the Pantry unless prior approval is provided by AFFB.
20. Temperatures must be taken in all areas where AFFB food is stored (even if it is only for one day). Temperatures must be recorded on the Temperature Log at least once per week.
21. Thermometers have been provided. If you need additional thermometers, contact AFFB staff.
22. Monitoring:
23. AFFB will conduct an on-site visit of each new Pantry prior to approval.
24. Following the initial on-site visit(s), each Pantry will be visited at least annually or at least once during program period.

25. In addition, AFFB may visit any Pantry more frequently and without prior notice. Results of the monitoring visits will be shared with the Pantry Coordinator and a plan of action or remediation will be jointly created and implemented, if needed.
26. Products cannot be resold or traded.
27. Report theft, loss, or infestation to AFFB.

TERMS OF AGREEMENT FOR BACKPACK PROGRAM

1. Distribution of BackPacks must occur on a regular basis as agreed by AFFB and Host Site.
2. For faith-based organizations, distributions must not be tied to any religious service nor can any religious information be presented to or included in any bags or boxes used in the distribution.
3. Identify a Backpack coordinator to be the primary contact for the Backpack Program.
4. Backpack Coordinator or his/her designee must review and sign a food safety form.
5. Organization must present their background policy for staff/volunteers interacting with children. IE: work handbook/In-Compliance licensure.
6. Receive deliveries on the designated day and time.
7. Assume responsibly and ensure that no child with allergies concerns receives product.
8. No outside food/non-food items may be placed in the backpacks.
9. Minimum storage requirements include:
 - a. Store in a secure, sanitary and weather-protected room that is free of bugs (Note: this food can attract pests if wrappers are allowed to be opened).
 - b. All food must be stored 4 inches off the floor, away from the wall and 6 inches below the ceiling, or kept in the containers provided by AFFB.
10. Products cannot be resold or traded.
11. Report theft, loss, or infestation to AFFB."

TERMS OF AGREEMENT FOR SNACKPACK PROGRAM

1. Identify a SnackPack coordinator to be the primary contact for the SnackPack Program.
2. SnackPack Coordinator or his/her designee must review and sign a food safety form.
3. Organization must present their background policy for staff/volunteers interacting with children. EX: work handbook/In-Compliance licensure.
4. Receive deliveries on the designated day and time.
5. Assume responsibly and ensure that no child with allergies concerns receives product.
6. Minimum storage requirements include:
 - a. Store in a secure, sanitary and weather-protected room that is free of bugs (Note: this food can attract pests if wrappers are allowed to be opened).
 - b. All food must be stored 4 inches off the floor, away from the wall and 6 inches below the ceiling, or kept in the containers provided by AFFB.
7. Products cannot be resold or traded
8. Report theft, loss, or infestation to AFFB.

CONDITIONS AND STIPULATIONS

All AFFB food distribution programs are operated under the 501(c) (3) exemption of AFFB and AFFB is collaborating with the undersigned agents.

The undersigned authorized agents of the Program named above hereby warrant that Host Site will receive food items from AFFB. Said agent further warrants the following:

- Host Site agrees to and will comply with the above-noted roles and responsibilities.
- Host Site must not engage in discrimination, in the provision of service, against any person on the basis of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disabilities, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.
- Host Site may not use subjective opinions or judgments of an individual's lifestyle or perceived economic status to determine worthiness of a client's access to AFFB food products.

- AFFB reserves the right to limit the amount and type of food items available to any Host Site.
- Host Site will not violate any applicable local, state, or federal statute, ordinance, code or regulation.
- The original donor of donated products, AFFB, and Feeding America offer no express warranties in relation to the gift of food or service.
- *(The following verbiage applies to Host Sites where AFFB delivers food and the responsibility of the food is transferred to that Host Site.)* Host Site releases the original donor of donated products, AFFB, and Feeding America from any liability resulting from the condition of the food (whether purchased by or donated to AFFB) or procedure through which it is donated and further agrees to indemnify and hold harmless AFFB, its employees, officers, directors and food donors from and against any and all claims, actions, suits, all liability, loss or damage, together with all costs and expenses relating thereto (including, without limitation, reasonable attorney's fees) arising from any injury, damage or death occurring to any person in connection with the storage, transportation and/or use of any food or non-food products delivered by AFFB to the Host Site.
- Host Site is willing to adhere to additional donor stipulations, if and when applicable.
- Either party may terminate this agreement by notification in writing, no less than one month in advance.
- All addenda are considered a part of this agreement.

Both parties, by signing below, hereby acknowledge that each is freely and voluntarily entering into this agreement, having read, understood and agree to the terms as outlined.

By: _____
Peter D. Lear, CPA, CGMA, City Manager
City of North Port, Florida

By: _____
Sandra Frank, Chief Executive Officer
All Faiths Food Bank, Inc.

Date: _____

Date: _____

Attest:

Kathryn Wong, City Clerk

Approved as to Form and Correctness:

Amber L. Slayton, City Attorney

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