

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND FARM SHARE, INC., WHICH WILL ALLOW THE CITY TO BECOME A DIRECT LOCAL DISTRIBUTION AGENCY UNDER THE FEDERAL EMERGENCY FOOD ASSISTANCE PROGRAM ("TEFAP").

WHEREAS, on March 11, 2020, the World Health Organization declared the rapidly spreading novel coronavirus ("COVID-19") a pandemic, acknowledging what has seemed clear for some time — the virus will likely spread to all countries on the globe; and

WHEREAS, the rate of infection throughout the world and in the US has accelerated rapidly, grinding most markets and businesses around the globe to a halt; and

WHEREAS, the foregoing closures have greatly limited economic activity in the City of Miami Beach, and continue to adversely impact City businesses and households in a variety of ways, including mass unemployment and the correlating need for emergency services including food, rent, and utility assistance; and

WHEREAS, Farm Share is a 501(c)(3) non-profit organization that works daily to make sure that food-insecure Floridians receive the food and support they need; and

WHEREAS, Farm Share distributes food to the community through its expansive network of over 2,000 non-profit agencies, including soup kitchens, food pantries, homeless shelters churches, and senior centers across Florida, free of charge; and

WHEREAS, Farm Share also administers the USDA the Emergency Food Assistance Program ("TEFAP") in Miami-Dade, Monroe, Duval, Baker, Bradford, Clay, Nassau, Union, Alachua, Levy, Flagler, Putnam, and St. John counties; and

WHEREAS, TEFAP is a federal program that provides canned, shelf-stable goods, and frozen foods for low-income households at no cost; and

WHEREAS, in addition to responding to food requests through funds it had available through the Emergency Food and Shelter Program, the City, allocated funds to be used to purchase and distribute food to approximately 400 individuals and families a week; and

WHEREAS, the City program is supplemental to the many other food distribution programs ongoing in the City of Miami Beach; and

WHEREAS, in the wake of accelerating spread of COVID-19 and new closures of businesses, it is estimated that the need for food distributions will be sustained for months to come; and

WHEREAS, the City has the opportunity to become a direct local distribution agency under TEFAP through Farm Share; and

WHEREAS, status as a direct local distribution agency under TEFAP will enable the City to receive federally donated food directly from Farm Share's warehouse in Homestead, Florida, at no cost, and distribute the food; and

WHEREAS, the City will save hundreds of thousands of dollars in costs by becoming a direct local distribution agency through Farm Share as opposed to purchasing these same foods from vendors; and

WHEREAS, the agreement between Farm Share and the City will be perpetual, unless otherwise terminated by Farm Share or the City of Miami Beach.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the City Manager to execute the attached Agreement between the City of Miami Beach and Farm Share, Inc., which will allow the City to become a direct local distribution agency under the federal Emergency Food Assistance Program.

PASSED and ADOPTED this ____ day of July, 2020.


ATTEST:


Dan Gelber, Mayor

Rafael E. Granado, City Clerk

(sponsored by Commissioner David Richardson)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney


7/14/20
Date

FARM SHARE, Inc.

**AGREEMENT BETWEEN CONTRACTED DISTRIBUTING AGENCY AND
LOCAL DISTRIBUTING AGENCY WHO WILL FURTHER DISTRIBUTE USDA
TEFAP FOODS**

This Agreement, hereinafter called the "Agreement," made this 08 day of July, 20 20
by and between the Contracted Distributing Agency, FARM SHARE, Inc.
called the "Contracted Distributor", whose address is 14125 SW 320th Street
city of Homestead and City of Miami Beach
called the "Local Distributing Agency", whose address is 1700 Convention Center Dr. 4th Floor
city of Miami Beach, county of Miami-Dade

This agreement is for the distribution of the Primary Distributor's United States Department of Agriculture (USDA) donated commodities under The Emergency Food Assistance Program (TEFAP) by the Local Agency in the following county/counties: Miami-Dade

AGREEMENT PERIOD: Perpetual, unless otherwise terminated by Farm Share, the City of Miami Beach or Agency, in accordance with this Agreement, or changes to the USDA TEFAP regulations require execution of a new contract. This Agreement Period is also contingent on the agency attending the required Farm Share TEFAP annual training.

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 Distributor attests that:

1. It is an emergency feeding organization as defined in 7CFR251.3.
2. It is located within the Contracted Distributor's designated servicearea.

II. Local Distributor 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 the Florida Department of Agriculture and Consumer Services.
2. Distribute USDA TEFAP USDA donated food only to benefit eligible people served in its designated servicearea.
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 Distributor shall permit representatives of the Department or USDA to visit its sites or Local Distributor 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 Contracted Distributor 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.

III. Receipt of Commodities. Local Distributor must sign a receipt for any TEFAP USDA donated food received. The receipt must include number of cases of each TEFAP donated food, name of the Local Distributor receiving the TEFAP USDA donated food, date and recipient's signature. The Contracted Distributor shall maintain the original signed receipt in its files. The Local Distributor 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 Contracted Distributor 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 food or quantities issued to each household.

2. Soup Kitchens. 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, without 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 Distributor certifies that it has the proper facilities for the storage and protection of TEFAP USDA donated food. Local Distributor 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 Distributor must establish a procedure for receiving and handling Civil Rights complaints. Local Distributor must forward complaints alleging discrimination based on one of the protected classes to the Contracted Distributor immediately upon receipt.
- IX. **Civil Rights Certification.** "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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture - Office of the Assistant Secretary for Civil Rights - 1400 Independence Avenue, SW - Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider."

Signed by parties to this agreement:

SPECIFICALLY UNAUTHORIZED -
RECIPIENT AGENCIES ARE PROHIBITED FROM
DISTRIBUTING TO OTHER AGENCIES

FARM SHARE, Inc.

Name of Contracted Distributor



ALFIO FERREA
DIRECTOR - USDA PROGRAM

07/08/2020

Signature of Authorized Representative

Date

City of Miami Beach


Name of Local Distributing Agency

07/08/2020

Signature of Authorized Representative

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 7/13/20
City Attorney Date

Date: _____ Time: _____ SNAP Date: _____
 Location: 505 – 17th Street.

Head of Household Name	Current Household Income
Address	\$
Telephone Number	Zip Code
	331
	Email Address

INFORMATION ON ALL HOUSEHOLD MEMBERS

Name	Date of Birth	Receiving Food Stamps	Amount of SNAP
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Eligible	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Eligible	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Eligible	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Eligible	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Eligible	\$
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Eligible	\$

I understand that this release authorizes an exchange of information between the City and its Partner agencies in order to provide me and/or my family with the most complete and thorough services available. This authorization enables the City of Miami Beach to obtain and verify information provided or needed for the purposes of service delivery or referral.

"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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
 - (2) fax: (202) 690-7442; or
 - (3) email: program.intake@usda.gov.
- This institution is an equal opportunity provider".

Unless revoked in writing, this release shall remain in force for a period of 24 months from the date of authorization. My signature below indicates that I have been informed of and understand the eligibility information provided within this form and certify that it is true and correct and subject to verification. Any false or misleading responses or submissions on my part may lead to the refusal of services.

The City does not share client information with any agency or individual without written consent by the client or court-ordered authorization in the form of subpoena or judicial order.

Client Signature

Staff Signature


Date

Date

Client Name – Printed

Staff Name – Printed

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 7/13/20
City Attorney Date