



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



Thomas R. Bice
State Superintendent of Education

September 28, 2015

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of Education

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Mr. Dave Reaney, Director
Bay Area Food Bank
5248 Mobile South Street
Theodore, AL 36582

Dear Mr. Reaney:

Enclosed is a signed copy of your USDA Donated Foods Agreement. This Agreement shall become effective on October 1, 2015 and shall be considered **permanent** with amendments when necessary, unless terminated as provided in the attached document. Please become familiar with the terms and conditions of this agreement and file with your other important USDA donated foods information for easy reference. We are pleased with your decision to participate in the USDA Foods program and look forward to working with you.

Should you have questions concerning this agreement, please contact me (334) 242-8237 or email fspeed@alsde.edu.

Sincerely,

Frank Speed, Administrator
Food Distribution Program

FS/AL/NW

Enclosure

Agency Name	Address	City	State	Zip	Phone	Contact
A Servant's Love	2200 Cody Road South	Mobile	AL	36695	(251)895-6967	Lisa Davis
AIDS Alabama South	2054 Dauphin Street	Mobile	AL	36606	(251)471-5277	Jasmine Pettway
Airmwell Baptist Church	500 Earle Street	Mobile	AL	36603	(251)433-2183	Deloris Perkins
Airport Boulevard Baptist Church	6301 Airport Boulevard	Mobile	AL	36608	(251)342-3280	Linda Bringardner
Alabama Teen Challenge, Inc.	9280 Hurricane Road	Bay Minette	AL	36507	(251)580-0091	Eric Johnson
Alegna Community Development	293 Magnolia Drive	Mobile	AL	36617	(251)454-9212	Angela Anderson
All Saints Episcopal Church	151 South Ann Street	Mobile	AL	36604	(251)438-2492	Rev. James B. Flowers, Jr.
Angela Davis Christian Academy	166 Meaher Street	Prichard	AL	36610	(251)456-7353	Rose Knight
Antioch Baptist Church	350 Chandler Street	Prichard	AL	36610	(251)457-4852	James Robinson
Apostolic Pentecostal Holy Church Of God	1710 Bolden St	Mobile	AL	36617	(251)457-3351	Jerry or James Porter
Ark of Safety of Deliverance Church	2700 First Avenue	Mobile	AL	36617	(251)447-2567	Shantez Harper
Atmore Area Christian Care	P. O. Box 663	Atmore	AL	36502	(251)446-3476	Shella Helton
Azalea City Church of Christ	3550 Schillinge Road North	Semmes	AL	36575	(251)649-2436	Ken Murphy
Azalea Hills Christian Church Disciples of Christ	9191 Cottage Hill Road	Mobile	AL	36695	(251)633-6161	Aline Middlebrooks
Bags for Christ	9987 Highway 83	Evergreen	AL	36401	(251)227-3314	Pat Danley
Baldwin County Wilderness Facility	23750 Ewing Farm Road	Atmore	AL	36502	(251)580-1860	Jennifer Lee
Bayou Sara Baptist Church	12 Bayou Sara Avenue	Saraland	AL	36571-9444	(251)675-1770	Otis Strickland
Big Lake Heights Church of God	11770 Moffett Road	Wilmer	AL	36587	(251)285-0981	Debbie McCrane
Blessed Hope Boys Academy Seminole Baptist Church	24729-H County Road 87	Robertsdale	AL	36567	(417)674-0526	Gary Wiggins
Calvary Assembly of God	6800 Three Notch Road	Mobile	AL	36619	(251)661-8130	Audie Tillman
Calvary Baptist Church	21276 Highway 45	Citronelle	AL	36522	(251)866-7501	Betty Jones
Catholic Social Services of Baldwin County	23010 Highway 59 North	Robertsdale	AL	36567	(251)947-2293	Phyllis Beam
Catholic Social Services of Clarke County	3309 College Avenue	Jackson	AL	36545	(251)246-0131	Sheila Smith
Cedar Street Baptist Church	541 Cedar Street	Saraland	AL	36571	(251)675-0606	Jacquise Powell
Central Presbyterian Church	1260 Dauphin Street	Mobile	AL	36604	(251)432-0593	Financial Secretary
Chappell Hill Baptist Church	95 West Main Street (Food dist)	Gilbertown	AL	36908	(251)843-2350	Deacon Billy C. May
Chickasaw United Methodist Church - Mike's Pantry	108 Lee Street	Chickasaw	AL	36611	(251)452-3461	Pastor Dave Rhoades
Child Day Care Association, Inc.	209 South Washington Avenue	Mobile	AL	36602	(251)441-0840	Leslie Fuller
Christian Fellowship Church	12349 County Road 32	Lisman	AL	36912	(205)652-9522	Robert Webb
Christian Life Church	25550 Canal Road	Orange Beach	AL	36561	(251)967-4840	Lisa Crouse
Christian Service Center	317 Dolphin Avenue	Gulf Shores	AL	36547	(251)968-5256	Linda Chappelle
Church of Life, Inc.	539 South Wilson Avenue	Pritchard	AL	36610	(251)457-4040	Elder Steven Cox
Church of the Lord Jesus Christ Apostolic	5443 McCrary Road	Semmes	AL	36575	(251)689-8909	Darla Rucker
Citronelle United Methodist Church	7970 Lebaron Avenue	Citronelle	AL	36522	(251)866-7423	Danny Daniels
Coastal Church	11101 County Road 64	Daphne	AL	36526	(251)223-9476	Collene Cronin
Coffeaville United Methodist Loaves and Fishes Ministry	23035 Highway 69 North	Coffeaville	AL	36524	(251)276-0072	Anne Latham
Community Action Agency of South Alabama	26440 North Polard Road	Daphne	AL	36526	(251)626-2646	Lisa Smith/ Samuel Farley
Community of Christ	672 Azalea Road	Mobile	AL	36693	(251)661-8825	Mrs. Ann Rose
Cooper Lewis Methodist Church	170 Martin Luther King Avenue	Chatom	AL	36518	(251)847-2310	Dorothy Cavas
Copeland Assembly of God	468 Copeland-Buckatuna Road	Millry	AL	36558	(251)846-2638	Ronnie Morris
Covington Baptist Association	18350 U. S. Highway 84	Andalusia	AL	36420	(334)222-3840	Pastor Leroy Cole
Creola United Methodist Church	112 James Burkett Street	Creola	AL	36525	(251)675-3331	Becky Reeves

Agency Name	Address	City	State	ZIP	Phone	Contact
Dawn House, Inc.	17714 Horseneck Road	Bay Minette	AL	36507	(251)937-0940	Tonasha Brown
Dayspring Baptist Church	2200 Cody Road South	Mobile	AL	36695	(251)633-0250	Donna Hartmann
Dearborn YMCA	321 N. Warren Street	Mobile	AL	36603	(251)432-4768	COLETTE HUIFF
El Bethel P. B. Day Care	1200 Gayle Street	Mobile	AL	36604	(251)433-7637	Greta King
Empowerment Tabernacle Christian Center	309 Peachtree Street	Airmore	AL	36502	(251)510-6684	Jimmie Marshall
Epworth United Methodist Church	6796 Vinegar Bend Road	Fruitdale	AL	36539	(251)777-8336	Paula Owens
Escambia County Community Enabled, Inc.	1014 Douglas Avenue #3	Brewton	AL	36426	(251)727-9749	Chris Smith
Excel Assembly of God	1014 Highway 136 West	Excel	AL	36439	(251)765-2597	Marion McQueen
Faith Community Full Gospel	401 Moran Street	Bay Minette	AL	36507	(251)604-7824	Jack & Georgio Mallory
Faith Factory	24481 Highway 98	Elberta	AL	36530	(251)401-5345	Rod Roberson
Family Revival Center	711 North Holly Street	Foley	AL	36535	(251)955-6025	Tommy Howard
First Baptist Church - Project Care	22703 Racine Street	Robertsdale	AL	36567	(251)947-8857	Candle Taylor
First Baptist Church of Dawes	3941 Dawes Road	Mobile	AL	36695	(251)633-7331	Kathy McMillan
First Baptist Church of Lillian	34421 Barclay Avenue	Lillian	AL	36549	(251)962-2180	Joshua A. Thompson
First Baptist Church of Satsuma	5600 Old Highway 43	Satsuma	AL	36572	(251)675-1280	Charles Volking
First Baptist Tillman's Corner	5660 Three Notch Road	Mobile	AL	36619	(251)661-1299	Tracl Blackmon
Foundation for Child Care, Inc	1900 Dauphin Island Parkway	Mobile	AL	36605	(251)471-4104	Judy Holfield
Freewater Baptist Church	11470 Irvington BLB Hwy	Irvington	AL	36544	(251)824-2035	Rev. D. B. Bennett
Gateway to Heaven Pentecostal Church	323 Alco Drive	Brewton	AL	36426	(251)644-8475	Yasminda Bassett
God's Anointed Ones Walking By Faith	1010 East Nashville Ave.	Airmore	AL	36502	(251)359-5834	Cleveland Biggs
Goodwill Easter Seal School for Special Children	2448 Gordon Smith Drive	Mobile	AL	36617	(251)342-3122	Teri Bolin
Government Street Presbyterian	300 Government Street	Mobile	AL	36602	(251)432-1749	Barbara Williams
Greater Antioch Church and Life Center	7105 Mobile Street	Theodore	AL	36582	(251)366-2389	Charletta Hall
Greater Miracle Temple	703 South Hobbs Avenue	Pritchard	AL	36610	(251)604-1057	Elder N. Gwen Roberts
Greater Morning Star Baptist Church	401 Donald Street	Mobile	AL	36617	(251)479-7891	Patricia Palmer
Greater Pine Grove African Methodist Episcopal Church	800 South Dr. Thomas Drive	Mobile	AL	36610	(251)456-5616	Marcia Mims
Greater Praise- Deliverance Temple Inc	1613 Wolf Ridge rd	Whistler	AL	36612	(251)330-7783	Bobby Cunningham
Greenwood Community Covenant Church	21950 County Road 36	Summerdale	AL	36580	(251)752-8309	Jeanne and Doug Thompson
Hemley Road Church of Christ	8270 Hemley Road	Bayou La Batre	AL	36509	(251)776-0468	Billy Spaulding
Highpoint Christian School	2421 Lott Road	Eight Mile	AL	36613	(251)452-4601	Elvora Davis
Highway 84 Church of Christ	22 Church Street	Coffeeville	AL	36524	(251)276-3471	Louise Thornton & Betty Morgan
Holy Name of Jesus Church	2275 Snow Road N.	Semmes	AL	36575	(251)649-4794	Cheryl Collins
Holy Trinity Ministry Church of God in Christ	1105 South Broad Street	Mobile	AL	36603	(251)300-9225	Pastor Annie Turner
Hope Chapel African Methodist Episcopal Zion Church	1644 Wolf Ridge Road	Whistler	AL	36612	(251)457-1327	Joyce Stuts Russell
Individual and Family Support	1050 Government Street	Mobile	AL	36604	(251)209-0453	Susan Polizzi
Kingdom of Faith Church	9960 Ferland Road	Grand Bay	AL	36541	(251)442-6272	Pastor E. Holmes
Kingswood United Methodist Church	5200 Perin Road	Mobile	AL	36693	(251)661-0420	Sharon Hyland
L'Arche Mobile, Inc.	151 South Ann Street	Mobile	AL	36604	(251)438-2094	Sis Becky
Lighthouse Apostolic Academy	9930 Cody Driskell Road	Grand Bay	AL	36541	(251)957-0641	Leamber Nelson
Lilly Grove Baptist Church	98 Martin Luther King Avenue	Chatom	AL	36518	(251)847-3673	V. Traylor & Janie Stephens
Little Sisters of the Poor	1655 McGill Avenue	Mobile	AL	36604	(251)476-6335	Sister Carolyn Martin
Little Zion United Methodist Church	13453 Holly Creek Road	Stockton	AL	36570-4420	(251)937-7712	Pastor Chris Gilmore

Agency Name	Address	City	State	Zip	Phone	Contact
Manifest Presence Church	2764 Mauvilla Drive	Mobile	AL	36606	(864)993-6816	Dr. Les Gamble
Manna From Heaven Baptist	1208 Magee Street	Pritchard	AL	36610	(251)709-5578	Anita Diamond
Manor Baptist Church	1604 Navco Road	Mobile	AL	36605	(251)478-8316	Jack Byrd
McCullough Christian Center	240 Booneville Road	Airmore	AL	36502	(251)577-6285	Eula or Jack Davis
McChee Memorial Church of God in Christ	500 Martin Luther King Blvd	Bay Minette	AL	36507	(251)937-3600	Mary Causey
Mifflin Baptist Church	24687 County Road 20	Elberta	AL	36530	(251)424-7255	Cindy Olotson
Milroy Baptist Church	70 5th Avenue	Milroy	AL	36558	(251)846-2263	Betty McCain
Miracle Deliverance Temple Church of God Inc.	551 Maple Street	Mobile	AL	36603	(251)243-8081	Consuela Cleveland
Mobile Community Action Inc.	461 Donald Street	Mobile	AL	36617	(251)457-5700	Armita Diamond
Moffett Road Assembly of God	6159 Moffett Road	Mobile	AL	36618	(251)649-3502	Tami McClain
Morning Dove Baptist Church	54620 Lotite Road	Perdido	AL	36562	(251)580-3674	Hattie Curry/Isabella Cox
MOWA Band/Choctaw/Mobile	1080 Red Fox Road West	Mt. Vernon	AL	36560	(251)829-5500	Chief Framon Weaver
MOWA Choctaw Friends Center	66 Academy Lane	McIntosh	AL	36553	(251)829-6507	Alexis Sladack
Mt. Calvary Child Care Development	535 Mt Calvary Avenue	Pritchard	AL	36610	(251)457-5990	Antoinette McDaniel
Mt. Calvary Meals on Wheels	505 North Price Avenue	Pritchard	AL	36610	(251)456-5952	Maggie Turner
Mt. Carmel Missionary Baptist Church	1712 Chastang Street	Pritchard	AL	36610	(251)665-7005	Rozell A. Bolden
Mt. Hebron Missionary Baptist Church	2531 Berkeley Avenue	Mobile	AL	36610	(251)457-9900	Symetha Showers
Mt. Zion Apostolic Church	4627 Bit and Spur Road	Mobile	AL	36608	(251)295-6901	Karen Fenimore
Mt. Zion Baptist Church	1012 Adams Street	Mobile	AL	36603	(251)432-2997	Rev. Montgomery Portis, Jr.
Mulherin Custodial Home	2496 Halls Mill Road	Mobile	AL	36606	(251)471-1998	Sarah Desrochers
My Father's House of Prayer	3803 St. Stephens Road	Eight Mile	AL	36613	(251)599-0042	Pastor Lillie Mancarella
New Beginnings Restoration Center	P. O. Box 1612	Brewton	AL	36427	(251)238-7999	Samantha Bell
New Beginnings Worship Center	717 St. Nicholas Ave	Brewton	AL	36426	(251)238-7999	Samantha Barfield Bell
New Generation Church	1350 N Cody Rd.	Mobile	AL	36608	(251)344-0898	Leroy Crenshaw
New Life in Christ Church	102 East Berry Avenue	Foley	AL	36536	(251)943-2225	Vicki Mercer
New Shiloh Missionary Baptist Church	2756 Old Shell Road	Mobile	AL	36607	(251)639-3427	Zelmon/Sandra Crenshaw
Newness of Life Outreach Center	755-F Lakeside Drive West	Mobile	AL	36693	(251)660-2900	Carolyn Williams
North Baldwin White Christmas	13 South Pine Street	Bay Minette	AL	36507	(251)377-6806	Faye Robinson, Director
Northern Heights Baptist Church	405 Pearl Drive	Opp	AL	36467	(334)493-6625	Sheila Stanley
Open Heart Community Outreach, Inc.	1301 Michigan Avenue	Mobile	AL	36605	(251)490-5976	April Tucker-Beard
Opp Church of Christ	901 East Hart Avenue	Opp	AL	36467	(334)493-3728	Shelia Hollinghead
Opp First Assembly of God	307 W. Hart Ave.	Opp	AL	36467	(334)488-1151	Terry Brooks
Our Place Youth and Family Center	1 Teen Trail	Monroeville	AL	36460	(251)282-8434	P&W Inc. Attn: Holly
Overcoming Church of God Pentecostal, Inc.	1306 N Dr. Martin Luther King Jr Dr	Pritchard	AL	36610	(251)366-2544	Willie & Lula Niles
Perfect Alternative Baptist Church	14145 South Wirtzell Avenue	Bayou La Batre	AL	36509	(251)232-9743	Pator Cheffurn Joiner
Pine Grove Missionary Baptist	19130 Pine Grove Church Road	Mt. Vernon	AL	36560	(251)829-6422	Rose Shaw
Pine Grove United Methodist Church	785 Carson Road	Leroy	AL	36548	(251)246-9851	Pastor Jennifer Gregory
Power of God Worship Center	9528 Coleman Dairy Road	Semmes	AL	36575	(251)649-1856	Nancy Hayes
Prodiisee Partry	9315 Spanish Fort Boulevard	Spanish Fort	AL	36527	(251)626-1720	Deann Servos, Director
Progressive Civic and Recreation	206 Park Drive	Airmore	AL	36502	(251)368-3303	Cornell Terrence
Providence Baptist Church	2159 Dauphin Street	Mobile	AL	36606	(251)802-8732	Rodger Randall
Pure Word Deliverance House of Prayer	2530 South Shelton Beach Road	Eight Mile	AL	36613	(251)456-1234	Ruby Eldridge

Agency Name	Address	City	State	Zip	Phone	Contact
Redeemed Community Church	6254 Howells Ferry Road	Mobile	AL	36618	(251)776-8595	Erna Smith
Regency Church of Christ	501 University Boulevard South	Mobile	AL	36609	(251)345-8050	Randy/Debra Curry/N. Tabort
Restoration House Ministries	975 West I-65 Service Rd.	Mobile	AL	36618	(251)476-0291	Bernadette Harrison
Rock of Faith Baptist Church	1103 South Ann Street	Mobile	AL	36605	(251)441-9197	Fleet L. Belle, Pastor
Safe Haven Christian Center	803 Martin Luther King Jr. Dr.	Pritchard	AL	36610	(251)457-6088	Janice S. Morrisette
Safe Haven Christian Center Safe Haven Day Care	803 Martin Luther King Jr. Dr.	Pritchard	AL	36610	(251)457-6088	Janice Morrisette
Saint Vincent Society of Saint Thomas	251 North Craft Highway	Chickasaw	AL	36611	(251)458-4578	Fran Otto
Salvation Army Thomasville Service Center	122 Wilson Avenue	Thomasville	AL	36784	(334)636-9840	Marty Lynn
Salvation Army, USDA A Georgia Corporation	1009 Dauphin Street	Mobile	AL	36604	(251)438-1625	Cecil Morris
Salvation Army-Social Services	3200 Pleasant Valley Road	Mobile	AL	36604	(251)438-1625	Nathaniel Reraula
Samuel Chapel African Methodist Episcopal Church	717 Pritchard Avenue	Pritchard	AL	36610	(251)456-7588	Lucy Mason Thompson
Saraland United Methodist Church	415 Mckeough Avenue	Saraland	AL	36571	(251)675-2728	Bobbie Pope
SCADCO: Senior Care Day Care of OWASSA	71 Zion Lane	Evergreen	AL	36401	(251)216-5107	Lender Fields
Second Chance Full Gospel Outreach Ministries, Inc.	155 9th Avenue	Chickasaw	AL	36611	(251)391-2147	Loretta Handy
Serenity Care, Inc.	1951 Dawes Road	Mobile	AL	36606	(251)639-5245	Melvin Richardson
Shepherd of the Bay Lutheran Church	12851 Perdido Street	Lillian	AL	36549	(251)962-7682	Claudette Bobleter
Souled Out Ministries	2503 C St. Stephens Road	Mobile	AL	36617	(251)214-5785	Pastor Wayne Dickens
South Alabama Leisure Rehab	8571 Three Mile Road	Irvington	AL	36544	(251)824-4689	Mamie Mackey
South Central Alabama Mental Health Board	404 Academy Drive	Andalusia	AL	36420	(334)428-5044	Staci Wilson
Spring Hill Avenue U.M.C.	2519 Springhill Avenue	Mobile	AL	36607	(251)471-2461	Rev. Jenni Hendrix
St. Andrew's Chapel	2350 Dead Lake Marina Road	Creola	AL	36525	(251)679-0755	Elizabeth Ward
St. Louis Street Missionary Baptist Church	108 North Dearborn Street	Mobile	AL	36602	(251)438-3823	Mary Shepard
St. Mark United Methodist Church Society of St. Stephen	439 Azalea Road	Mobile	AL	36609	(251)342-5861	Margaret Whitfield
St. Mary's Home	4350 Moffett Road	Mobile	AL	36618	(251)344-7733	Gloria Reuben
St. Pius X Church	217 South Sage Avenue	Mobile	AL	36606	(251)391-9499	Dan Mulroy
St. Stephen African Methodist Episcopal Church	2707 Josephine Street	Mobile	AL	36607	(251)344-6760	Pastor Dane Robinson
St. Vincent DePaul Catholic Church	6625 Three Notch Road	Mobile	AL	36619	(251)223-7947	Linda Hurm
State Street African Methodist Episcopal Zion Church	502 State Street	Mobile	AL	36603	(251)639-9427	Sarah Hrobowski
TABS Economic Development Center - Donaldson Ministries	324 South Wilson Ave.	Mobile	AL	36607	(251)457-4440	Tashunda Lacey
Taking It By Force Outreach Ministry	2110 McGee Street	Pritchard	AL	36610	(503)458-8478	A. Johnson & Derrick Johnson
The City Church of Mobile	3750 Michael Boulevard	Mobile	AL	36609	(251)342-4886	Johnny Jernigan
The Dream Center	4611 Wellborn Wood Drive	Eight Mile	AL	36613	(251)452-8812	John D. Mosley
The Joseph Project	15 Westeria Ave	Mobile	AL	36607	(251)478-6356	Leigh Faircloth
The Open Door	27915 Hwy 69 North	Coffeenville	AL	36524	(251)843-5644	Carolyn Powe
The Refuge For Women	23790 US Highway 90	Robertsdale	AL	36567	(251)946-3355	Nancy Robertson
Tibble Baptist Church	160 Tibble Church Road	Tibble	AL	36583	(251)847-2900	Joyce Yocum
Trinity Chapel African Methodist Episcopal Church	906 Dobson Avenue	Bay Minette	AL	36507	(251)643-2011	Erna Henderson
Trinity Episcopal Church	1900 Dauphin Street	Mobile	AL	36606	(251)473-2779	Suzanne Norman
True Glory Church of the Lord Jesus Christ	401 Whistler Street	Pritchard	AL	36610	(251)457-0900	Melinda and Edward Robinson, Sr
True Light Baptist Church	2773 Mitchell Road	Milliry	AL	36558	(251)846-6235	Rosetta Hicks
True Miracle Church of God	817 Overton Street	Pritchard	AL	36610	(251)452-4628	Grace Harris
True Worship and Praise	73-A West Lee Street	Chickasaw	AL	36611	(251)378-8339	Pastor Gladys Lofton

Agency Name	Address	City	State	Zip	Phone	Contact
U. J. Robinson Memorial Center Inc.	266 Mobile Street	Mobile	AL	36607	(251)479-8593	Lawrence Carroll
United Methodist Inner City Mission	913 South Broad Street	Mobile	AL	36603	(251)432-1122	Eleanor Toland or Tommy Algood
Uriah United Methodist Church The Shepard's Pantry	26 County Road 2	Uriah	AL	36480	(251)862-5495	Patricia Peavy
Victory Life Church	20511 Counry Road 12	Foley	AL	36536	(251)943-7684	Vivian Schaffer
Water Green Comm. Care Inc	5320 Moffett Rd.	Mobile	AL	36618	(251)583-6471	Francine Reese
Washington Baptist Association	14810 St. Stephens Avenue	Chatham	AL	36518	(251)847-2753	Mildred Butler
Watchman International Ministries	108 North Dearborn Street	Mobile	AL	36602	(251)232-1574	Doris J. Perry
Waterfront Rescue Mission	279-A North Washington Ave.	Mobile	AL	36603	(251)433-1847	Gabrielle Pittman
West Bay Academy	1568 Hurtel Street	Mobile	AL	36605	(251)478-7077	Ralph Carmichael
Whistler United Methodist Church	3102 Whistler Street	Whistler	AL	36612	(251)459-9335	Balyn Parker
Wings of Life	800 St. Louis Street	Mobile	AL	36602	(251)432-5245	Shawn Johnson
Word of Life Community Church	351 S. Craft Hwy	Chickasaw	AL	36611	(251)456-2652	Shirley Seals
Worship Center East	12575 Highway 90	Grand Bay	AL	36541	(228)235-6507	Tammy Ragsdale
Yorktown Missionary Baptist Church	851 East Street	Plateau	AL	36610	(251)452-8108	Irma D. Perne

USDA DONATED FOODS AGREEMENT
BETWEEN EMERGENCY FEEDING ORGANIZATION AND
THE STATE DEPARTMENT OF EDUCATION

THE EMERGENCY FOOD ASSISTANCE PROGRAM
FOOD BANK

Bay Area Food Bank
Name of Emergency Feeding Organization (EFO)

5248 Mobile South St. 5248 Mobile South St.
Street Address Mailing Address

Theodore Alabama 36582
City State Zip Code

251-653-1617
(A/C) Telephone Number

VC000105969
STAARS Vendor Customer Code

Area to be served (city, county, etc.) Baldwin, Conecuh, Covington, Clarke, Choctaw, Monroe Mobile Washington Counties
Number of households expected to serve per month: 41,000

The EFO is public , private non-profit .

(For all non-governmental agencies, excluding church sponsored agencies, a copy of the letter from IRS indicating the tax-exempt status must be attached or provided to the State Office before the Agreement can be finalized).

Is the 501(C) (3) letter from IRS indicating the tax-exempt status attached? YES NO

(FOR STATE USE ONLY): ATTACHED ON FILE IN STATE OFFICE YES NO

Is the sponsor a governmental institution? YES NO

Local health department approval (is) (is not) required for operation of the food distribution site(s). If local health department approval is required, then the EFO (does) (does not) have such approval.

In order to effectuate the purposes of implementing the Hunger Prevention Act (P.L. 100-435), the State Department of Education, hereinafter referred to as the "Distributing Agency," and The Emergency Feeding Organization, hereinafter referred to as the "Recipient Agency," whose name and address appear above agree as follows:

The Distributing Agency agrees to distribute to eligible Recipient Agencies in accordance with the Regulations set forth by the United States Department of Agriculture (USDA), 7 CFR, Parts 250 and 251, those donated foods that are made available by the USDA. The Recipient Agency agrees to receive, store, and distribute direct shipments of donated foods as ordered for them by the Distributing Agency. The Recipient Agency is responsible for notifying their member agencies of the arrival of each donated food shipment.

The Recipient Agency agrees to comply with all provisions of the Agreement, Regulations, and amendments thereto, and any instructions, policies, or procedures issued in connection therewith. Specifically, the Recipient Agency agrees to conform to the following requirements:

1. Accept only the amounts of USDA donated foods that can be used without waste in providing food assistance to needy persons.
2. Provide adequate facilities for the handling, storage, and distribution of donated foods and properly safeguard the donated foods against theft, spoilage, or other loss. Donated foods shall not be sold, exchanged, or otherwise disposed of without the approval of the Distributing Agency.
3. Not charge any individual for foods distributed.
4. Maintain accurate and complete records to document the receipt, disposal, and perpetual inventory of donated foods, as instructed by the Distributing Agency, and require the same of other food banks that are its member agencies (agencies that are members of the food bank and are eligible to receive USDA donated foods from the food bank).
5. The Recipient Agency must maintain a list of all member agencies. Insure that the member agencies, which are also food banks, maintain complete records as required in item number four. The Food Pantries shall conduct a means test to determine household eligibility and maintain records of the households to whom food is given during each distribution period. They are also required to maintain copies of signed USDA donated foods receipts from the food bank and a perpetual inventory for each donated food item received. The Soup Kitchens or congregate feeding sites shall maintain copies of signed USDA donated foods receipts from the food bank and a perpetual inventory for each donated food item received. Food Banks may also require a report on the number of meals served at each Soup Kitchen or secondary congregate feeding site.
6. Insure that member agencies distribute foods only to households whose income eligibility is determined in accordance with the *State Eligibility Criteria, Attachment A*.
7. The Recipient Agencies will also insure that the member agencies follow the procedure below for determining the distribution of USDA donated foods.

Distribution rates for distributing USDA donated foods to households will be determined by the EFO based on quantities of foods available and participation data. Distribution rates will be required to meet the needs of participants who normally receive their allotment at their designated distribution site. Every effort will be made by the member agencies to insure that each household receives an equitable allotment of USDA donated foods.

8. The Recipient Agency agrees to provide food to a secondary group of congregate feeding sites in addition to the traditional soup kitchens. They must serve predominately needy people. One of the criteria that can be used to help identify that the agency is serving the predominately needy is to make sure the agency is receiving governmental financial assistance for the majority of their clients. Agencies that may be included in this category are group homes for the physically or mentally challenged, rehabilitation centers, substance abuse centers, child and adult care centers, domestic abuse centers, children's homes, and etc. These agencies are required to maintain the same records required of the other congregate feeding sites or soup kitchens. The Recipient Agency agrees to contact the Distributing Agency for advice before signing a USDA donated food agreement with one of these secondary congregate feeding agencies if they are unsure that the agency is serving predominately needy people. If a shortage of food develops in TEFAP, these secondary congregate feeding sites would be given a lower priority and the traditional soup kitchens would be given the top priority for the available food supply.
9. The Recipient Agency and its member agencies must comply with The Emergency Food Assistance Act of 1983 which requires that an eligible recipient agency must be "nonprofit" per 7 U.S.C. 7501(3) and does not appear on the Automatic Revocation of Tax-Exempt Status List (List), prior to approving new Food Pantries, Soup Kitchens or secondary congregate feeding sites for the distribution of USDA donated foods. TEFAP regulations at 7 CFR 251.5(a)(3) establish that if not a public entity, an eligible organization must:
 - (a) possess documentation from the IRS recognizing tax-exempt status under the IRC, or
 - (b) if not in possession of such documentation, be automatically tax exempt as "organized or operated exclusively for religious purposes" under the IRC, or

- (c) if not in possession of such documentation, but required to file an application under the IRC to obtain tax-exempt status, have made application for recognition of such status and be moving toward compliance with the requirements for recognition of tax-exempt status. If the IRS denies a participating organization's application for recognition of tax-exempt status, the organization must immediately notify the food bank, which will terminate the organization's agreement and participation immediately. If documentation of IRS recognition of tax-exempt status has not been obtained and forwarded to the food bank within 180 days of the effective date of the organization's approval for participation in TEFAP, the food bank must terminate the organization's participation until such time as recognition of tax-exempt status is actually obtained, except that the food bank may grant a single extension not to exceed 90 days if the organization can demonstrate, to the food bank's satisfaction, that its inability to obtain tax-exempt status within the 180 day period is due to circumstances beyond its control. It is the responsibility of the organization to document that it has complied with all IRS requirements and has provided all information requested by IRS in a timely manner.

For Active Agencies: Should any eligible recipient agency appear on the List, the Food Bank or its member agencies must notify the organization in writing that it has 30 days to provide documentation that it has applied for reinstatement of tax-exempt status or it will be terminated from TEFAP. The organization then must forward documentation of IRS recognition of tax-exempt status to the Food Bank within 180 days of the above mentioned notification. The Food Bank may grant one 90-day extension if the organization can demonstrate that its ability to obtain appropriate status during the initial period was due to circumstances beyond the its control.

Food banks shall periodically, but no less frequently than annually, review and maintain a copy on file of the IRS Automatic Revocation of Exemption List, to ensure that agencies contracted to distribute TEFAP products do not appear on the revocation listing. The listing can be found at <http://www.irs.gov/Charities-&-Non-Profits/Automatic-Revocation-of-Exemption-List>.

10. Report promptly all instances of lost donated foods to the Distributing Agency. Lost donated foods are those which, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been delivered to, or to be available in good condition for delivery to needy persons or households for whom they were donated by USDA. USDA donated foods may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use, or other similar causes.
11. Permit representatives of the Distributing Agency or the USDA to inspect donated foods in storage, or the facilities used in the handling or storage of such donated foods, and to review or audit all records, including financial records, at any reasonable time.
12. Retain all records for a period of three (3) years from the close of the Federal Fiscal Year (October 1 through September 30) to which they pertain, or if applicable, they must be retained beyond that period until any audit exceptions are resolved.
13. The Recipient Agency agrees to submit all reports required by the Distributing Agency and to cooperate to the extent necessary to sustain an effective food distribution program. Failure to file timely reports may be a basis for cancellation of this Agreement.
14. The Recipient Agency agrees to operate its TEFAP program in compliance with all applicable State and Federal laws and all rules and regulations, and policies established by the USDA and the Distributing Agency. The Recipient Agency also agrees to display in a prominent place in appropriate offices and food distribution areas, the USDA Title VI Non-Discrimination poster " ...And Justice for All" as well as incorporate the Civil Rights Non-Discrimination Statement, in accordance with **Attachment F**, into all materials and sources, including websites related to TEFAP.
15. The Recipient Agency accepts full responsibility for compliance with the provisions of this Agreement, including potential liability for any USDA donated foods lost through negligence or for any funds received for costs inadequately documented. This responsibility is held equally by Recipient Agencies which distribute donated foods to other organizations for provision to needy persons.
16. The Recipient Agency through its member agencies may distribute food to needy households at their site(s), or the Recipient Agency may distribute through other organizations called sub-outlets which, in turn, distribute

to needy households through their own site(s). Sub-outlets may **not** be added without prior approval of the Distributing Agency.

An **Attachment B, EFO Sub-outlets**, must be provided as part of this Agreement for each sub-outlet. The Agreement must also include an **Attachment C, Storage Facilities**, giving a description of **each** storage facility where USDA donated foods will be stored.

17. All Attachments (A-F) shall become a part of this Agreement and must be completed and accompany the signed Agreement.
18. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) (CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"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 Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts 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 Program applicant, 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 the behalf of the Program applicant."

19. **Effective Period of Agreement:** This Agreement shall become effective on October 1, 2015, and shall be considered **permanent** with amendments when necessary, unless terminated as provided herein. This Agreement may be terminated upon 30 days written notice on the part of either party hereto, and the Distributing Agency may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of the Agreement have not been fully complied with by the Recipient Agency. Any termination of the Agreement by the Distributing Agency shall be in accordance with applicable laws and regulations.

Upon any termination, the Recipient Agency agrees to comply with instructions of the Distributing Agency in regard to transfer of all donated foods remaining in its possession or control.

20. **Alabama Immigration Law Compliance Contract:** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the Form I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, contractor shall

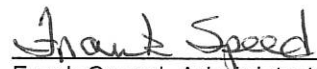
not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the contractor's hiring practices to execute an affidavit to this effect on the form supplied by the ALSDE and return the same to the ALSDE. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the ALSDE may require to confirm contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If contractor receives *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the ALSDE and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If contractor violates any term of this provision, this agreement will be subject to immediate termination by the ALSDE. To the fullest extent permitted by law, contractor shall defend, indemnify and hold harmless the ALSDE from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to contractor's failure to fulfill its obligations contained in this paragraph.

EMERGENCY FEEDING ORGANIZATION:


Signature

EXECUTIVE DIRECTOR
Title

STATE DEPARTMENT OF EDUCATION


Frank Speed, Administrator
Food Distribution Program

9/28/15
Date

ATTACHMENTS:

- Attachment A - State Eligibility Criteria
- Attachment B - EFO Sub-Outlets
- Attachment C - Storage Facilities
- Attachment D - Form AD-10-47
- Attachment E - Child Nutrition Programs Audit Certification
- Attachment F - Civil Rights Nondiscrimination Statement

INCOME ELIGIBILITY CRITERIA FOR NEEDY FAMILIES IN ALABAMA

ELIGIBILITY CRITERIA:

The State eligibility criteria for the receipt of USDA foods by households are as follows:

1. Proof of eligibility for the Supplemental Nutritional Assistance Program (SNAP) (Formerly Food Stamps) *or*
2. Proof of eligibility to receive Temporary Assistance for Needy Families (TANF) (Formerly AFDC) *or*
3. Proof of eligibility to receive Supplemental Security Income (SSI), *or*

Signed, self-declaration showing that the household income falls below 130% of the poverty level income.

**EFFECTIVE JULY 1, 2015 – JUNE 30, 2016
INCOME ELIGIBILITY SCALE
HOUSEHOLD ELIGIBILITY FOR USDA
FOODS
(130% of Federal Poverty Guidelines)**

HOUSEHOLD SIZE	PER YEAR	PER MONTH	PER WEEK
1	\$ 15,301	\$ 1,276	\$ 295
2	20,709	1,726	399
3	26,117	2,177	503
4	31,525	2,628	607
5	36,933	3,078	711
6	42,341	3,529	815
7	47,749	3,980	919
8	53,157	4,430	1,023
FOR EACH ADD'L FAMILY MEMBER ADD	+5,408	+451	+104

EFO SUB-OUTLET

(The Recipient Agency must maintain at their agency a list of Distribution Sites for each EFO Sub-Outlet)

NAME OF SUB-OUTLET: SEE Attached listing

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

NAME OF SUB-OUTLET: _____

STREET ADDRESS: _____

CITY & ZIP CODE: _____

TELEPHONE NUMBER (IF AVAILABLE) _____

USE ADDITIONAL SHEETS IF NECESSARY

ATTACHMENT B

STORAGE FACILITIES

ADDRESS: 5248 Mobile South St.

Theodore, AL 36587

SIZE OF DRY STORAGE AREA: 20,000 Sq Ft.

SIZE OF REFRIGERATED AREA: 150,000 Cu Ft (5,000 Sq Ft)

SIZE OF FREEZER AREA: 80,000 Cu Ft (2,875 Sq Ft)

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

ADDRESS: _____

SIZE OF DRY STORAGE AREA: _____

SIZE OF REFRIGERATED AREA: _____

SIZE OF FREEZER AREA: _____

USE ADDITIONAL SHEETS IF NECESSARY

ATTACHMENT C

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bay Area Food Bank
Organization Name PR/Award Number or Project Name

David W. Reaney Executive Director
Name(s) and Title(s) of Authorized Representative(s)

David W. Reaney SEPT 24, 2015
Signature(s) Date

Form AD-1047 (1/92)

ATTACHMENT D

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CHILD NUTRITION PROGRAMS AUDIT CERTIFICATION

SPONSOR: Bay Area Food Bank AGREE #: _____

SPONSOR TYPE: Non-Profit Governmental ___ Military ___ BOE ___ Title XX ___
Other ___ Part of State Agency? ___

Agency fiscal period: ___ October 1 – September 30 January 1 – December 31
___ July 1 – June 30 ___ Other _____

If a non-profit or governmental organization, complete the following:

___ We expended less than \$750,000 in total federal financial assistance during the most recently completed fiscal year.

We expended \$750,000 or more in total federal financial assistance during the most recently completed fiscal year. If so, complete the following:

___ We expended only CNP funds.

___ We expended federal funds from more than one program.

Dave Kearney
Signed

Sept. 24, 2015
Date

The audit requirements for sponsors of the USDA Child Nutrition Programs are set forth by the Office of Management and Budget (OMB) in OMB Circular A-133 and in the USDA regulations. Sponsors must meet the audit requirements in order to participate in the programs.

- If the sponsor is a governmental or non-profit entity and expends \$750,000 or more in federal awards during its fiscal year period and receives funding from more than one type of federal program – sponsor must submit an organization-wide A-133 audit. If the sponsor expends \$750,000 or more and only has one federal program – sponsor may submit a program specific audit. The audits are due within 30 days after issuance or no later than 9 months after the end of sponsor's fiscal year.
- The sponsor must submit the required audit within the time frames. The audit regulations do not permit an extension of time beyond the 9-month period.
- The SDE audit staff will review the audit for compliance with applicable audit standards. If audit report is deficient, SDE will notify the sponsor of corrections needed. Audit report must meet standards within the 9-month due date.
- If audit report reflects findings and/or questioned costs, the sponsor should submit written corrective actions along with audit report. If not submitted, SDE will contact sponsor to respond within 30 days. SDE will work with the sponsor to resolve any findings pertaining directly or indirectly to CNP.
- When audit report is considered acceptable and resolved, SDE will notify sponsor in writing that audit file is closed.

CIVIL RIGHTS NON-DISCRIMINATION STATEMENT

All State agencies, local agencies, or other sub-recipients are required to incorporate the following USDA nondiscrimination statement into all materials and sources, including Web sites, used to inform the public about Food and Nutrition Service's child nutrition programs:

"The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer."

If the material is too small to permit the use of the full statement, the material shall include the following statement, in print no smaller than text:

"USDA is an equal opportunity provider and employer."

NOTE: Public notification materials that have the previous statement may be used until they are depleted; however, new forms and publications must be printed with the updated statement. Websites, online applications and IT systems should be updated immediately. We will provide updates to the statements and "And Justice for All" posters as they are received.

October 1, 2015 / September 30, 2018
ALABAMA
USDA COMMODITY AGREEMENT
Between the Bay Area Food Bank and an
Emergency Feeding Organization/Eligible Recipient Agency

THE EMERGENCY FOOD ASSISTANCE PROGRAM

Name of Emergency Feeding Organization: _____		
Address: _____		
City	State	Zip Code
Telephone Number: _____ Fax Number: _____		
Responsible Official: _____ Food Bank Account # _____		
How many households do you expect to serve each month? _____		
Are you a public or private non-profit organization? _____		

In order to effectuate the purposes of implementing the Hunger Prevention Act (PL 100-435), Bay Area Food Bank (hereinafter referred to as the "Food Bank") and the Emergency Feeding Organization/Eligible Recipient Agency (hereinafter referred to as the "EFO/ERA"), whose name appears above, agree as follows:

The Food Bank agrees to distribute to eligible EFO/ERA's in accordance with the regulations set forth by the USDA, 7 CFR, Parts 250 and 251, as applicable, those commodities that are made available by the U. S. Department of Agriculture (USDA) and the Alabama State Department of Education.

The EFO/ERA agrees to comply with all provisions of this Agreement and amendments thereto, and any institutions, policies, or procedures issued in connection therewith. Specifically, the EFO/ERA agrees to conform to the following requirements:

- (1) Order only the quantities of commodities that can be used without waste.
- (2) Provide adequate facilities for storage and handling of commodities and safeguard the commodities against theft, spoilage or other loss. Food distributed to the EFO/ERA will not be sold, exchanged, or otherwise disposed of without the approval of the Food Bank.
- (3) Will not charge any individual for any foods distributed to the EFO/ERA by the Food Bank.
- (4) Will maintain records to document the receipt, disposal and inventory of commodities received from the Bay Area Food Bank.
- (5) Food Pantries: Any Recipient Organization of USDA commodities to households for home consumption must keep a record, for each day that they distribute food, of the names of all households that receive food. The recipient of the USDA commodities must sign a Self-Declaration form, or attached sheet, showing date food is received and signed by recipient at each distribution. It is not a Federal requirement to record the specific foods or quantities issued to a household. Numbers of households served monthly is to be reported to the Bay Area Food Bank monthly using the online service provided on their web page at www.bayareafoodbank.org.
- (6) Ensure that foods are distributed only to households whose eligibility is determined in accordance with the State Eligibility Criteria as listed on the Self-Declaration Form.

ATTACHMENT A

Civil Rights Non-Discrimination Statement

"The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (86) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer."

This text should be included in all materials and sources used to inform the public about USDA food distribution, including on websites related to USDA food distribution, in print no smaller than the rest of the text. If there is not enough space on the materials to include the full statement, at minimum the statement "USDA is an equal opportunity provider and employer" must be included in print no smaller than the rest of the text.

ALABAMA
TEFAP (USDA) SELF-DECLARATION FORM
July 1, 2015 through June 30, 2016

THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)
 CERTIFICATION OF ELIGIBILITY TO TAKE FOOD HOME
 (Food Pantries, Mass Household Distribution sites, etc.)

FOOD RECIPIENTS CANNOT BE REQUIRED TO PAY ANY FEE OR DONATION.

Name: _____ Number of People in Household: _____
 Address: _____ Number in Household 18 & under: _____
 _____ Number in Household 60 & over: _____

Resident State: _____ Resident County: _____ Resident City: _____

The chart below shows a yearly gross income for each family size. If your household income is at or below the income listed for the number of people in your household, you are eligible to receive food. Please note: this chart is a visual aid only. You do not need to circle anything on it. **The following chart is effective July 1, 2015 through June 30, 2016.**

Household Size	Annual Income	Monthly Income	Weekly Income
1	\$15,301	\$1,276	\$295
2	\$20,709	\$1,726	\$399
3	\$26,117	\$2,177	\$503
4	\$31,525	\$2,628	\$607
5	\$36,933	\$3,078	\$711
6	\$42,341	\$3,529	\$815
7	\$47,749	\$3,980	\$919
8	\$53,157	\$4,430	\$1,023
For each additional family member add:	+\$5,408	+\$451	+\$104

You are also eligible to receive food from TEFAP if your household meets the income guidelines above or participates in any of the following programs. If you participate in any of these programs, please place a checkmark in the space(s) next to all that apply.

- _____ Income eligibility
- _____ Supplemental Nutrition Assistance Program (SNAP) (Food Stamps)
- _____ Temporary Assistance for Needy Families (TANF) (formerly AFDC)
- _____ Supplemental Security Income (SSI); Medicaid

Please read the following statement carefully and then sign the form and write in today's date. You only need to meet one of these requirements to be eligible to receive USDA commodities.

*I certify that my yearly household gross income is at or below the income listed on this form for households with the same number of people **OR** that I participate in the program(s) that I have checked on this form. I also certify that as of today, I reside in the State of Alabama. This certification is being submitted in connection with the receipt of Federal assistance. Program officials may verify what I have certified to be true. I understand that making a false certification may result in having to pay the State agency for the value of the food improperly issued to me and may subject me to civil or criminal prosecution under State and Federal law.*

 Signature

 Date

THIS CERTIFICATION IS VALID FOR A PERIOD OF ONE YEAR. Any changes in the household circumstances must be reported to the distributing agency immediately.

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Food Bank USDA Commodity Agreement Checklist	
Requested Forms	Received
Commodity Agreement	✓
Attachment A	✓
Attachment B	✓
Attachment C	✓
Attachment D	✓
Attachment E	✓
Attachment F	✓
List of Member Agencies and contact info	✓
PDO's List of Member Agencies and contact info	N/A
Blank Copy of Member Agencies Comm Agreement	✓
Blank Copy of Eligibility Criteria	✓



STATE OF ALABAMA
DEPARTMENT OF EDUCATION



Thomas R. Bice
State Superintendent of Education

September 10, 2015

SEP 28 2015

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of Education

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Executive Officer

Mr. Dave Reaney, Director
Bay Area Food Bank
5248 Mobile South Street
Theodore, AL 36582

Dear Mr. Reaney:

Enclosed are two copies of the USDA Donated Foods Agreement for participation in The Emergency Food Assistance Program between Bay Area Food Bank and the Alabama State Department of Education. The provisions of this agreement and its attachments have been updated to reflect current program requirements.

The enclosed attachments are:

- Attachment A – State Income Eligibility Criteria for Needy Families in Alabama
- Attachment B – EFO Sub-Outlets
- Attachment C – Storage Facilities
- Attachment D – For AD-10-47, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- Attachment E – Child Nutrition Programs Audit Certification
- Attachment F – Civil Rights Nondiscrimination Statement

Please complete both copies of the agreement and all attachments and return to the state office by September 25, 2015. Additionally, please include a copy of your member agencies' names, addresses, contacts and telephone numbers. **I also need a blank copy of your agreement with your member agencies, which allows them to receive USDA donated foods.** If you have separate agreements for pantries, soup kitchens, etc., please send a blank copy of each different type of agreement that you use. **I also need a blank copy of the eligibility criteria form your agency requires needy families to complete in order to receive USDA donated foods.**

Should you need additional information, please contact me at the following address: Food Distribution Program, P.O. Box 302101, 5303 Gordon Persons Building, Montgomery, AL 36130-2101, telephone number (334) 242-8237, email fspeed@alsde.edu.

Sincerely,

Frank Speed, Administrator
Food Distribution Program

FS/AL/NW

Attachments