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REPLY TO FLORIDA

July 29, 2026

Via Email Only

Erin Pulling, President & CEO
Food Bank of the Rockies
[REDACTED]
Aurora, CO 80011
[REDACTED]

Danica Sveda, Executive Director
Food Bank of Wyoming
[REDACTED]
Evansville, WY 82636
[REDACTED]

RE: Foundations For Nations Church Food Pantry – Reinstatement Demand

Dear Ms. Pulling and Ms. Sveda:

Liberty Counsel is a national nonprofit litigation, education, and public policy organization with an emphasis on First Amendment religious liberties. See <https://lc.org/cases>.

We represent and write on behalf of Foundations For Nations, Inc. (“FFN” or “FFN Church”). FFN is a multi-racial/ethnic church, including members from the Eastern Shoshone Tribe (“EST”) and Northern Arapaho Tribe (“NAT”). One of FFN’s ministries to the community is FFN’s Food Pantry (“Food Pantry”), located at [REDACTED] Riverton, WY, 82501. The Food Pantry is located within the City of Riverton; is not located on the Wind River Reservation; and is not under the jurisdiction of the NAT or its Business Council, the NABC.

At the behest of third-parties, Food Bank of the Rockies (FBR) and its operational/hub Food Bank of Wyoming (FBW) (hereinafter, “FBR/W”) has wrongfully terminated FFN Food Pantry’s partnership on the basis of FFN’s protected religious speech and beliefs. This violates United States Department of Agriculture (“USDA”) regulations promulgated at 7 C.F.R. § 16.3(a) and 7 C.F.R. § 16.4 and other relevant laws. Nothing in FBR/W’s “Agreement between Food Bank of Wyoming and Hunger Relief Partner” (“Partnership Agreement”) or the facts of this matter justifies this termination.

In taking sides in a religious dispute, FBR/W has *cut off food supplies* to the people who need it most. In addition to being illegal and discriminatory, it is completely *illogical* and discriminatory for FBR to cut off *food donations* relied upon by more than 2,000 people per month. **Please confirm by 5:00 PM Mountain, July 30, 2026, that the Food Pantry has been reinstated, and that first-of-the-month deliveries will be made as normally scheduled.** If we do not receive the requested response, Liberty Counsel intends to take action on the FFN Food Pantry’s behalf.

BACKGROUND

With acknowledgment that there is a public controversy, that controversy is wildly out of context and without appropriate acknowledgment of the protected nature of religious beliefs and teachings. Speech made during a Christian church's worship service is subject to the highest protections.

For nearly 10 years, Jason and Sarah Lucas and FFN have sought to serve and be a blessing to the people on the Wind River Reservation in a multi-ethnic fellowship of Christian believers that is led by the Gospel of Jesus Christ. FFN's mission has always remained the same: **Love God, Reach People, Impact Community**. FFN is made up of Christians from numerous ethnicities, including Arapaho and Shoshone.

In addition to establishing a Christian church, FFN has faithfully worked to serve the Riverton and Wind River Reservation community in tangible and meaningful ways. These efforts include operating the Food Pantry (which serves over 2,000 individuals each month); providing after-school programs for children; hosting kids' day camps during the summer; Life Recovery classes helping people overcome addictions; prison ministry; homeless ministry; projects improving Native families' homes, and providing assistance to Native families with utilities and rent when needs arise; along with many other acts of service and outreach.

Through all of these initiatives, FFN's desire has been to build genuine relationships, show the love of Christ through action, and serve the people from both Shoshone and Arapaho backgrounds, while helping meet practical needs within the community.

The current controversy stems from religious teaching and remarks made on July 5, 2026, during a livestreamed 1.5 hour FFN church service, in which the issue of man's relationship to the Creator was discussed, including the theology of salvation from sin and new life through faith in Jesus Christ alone. In reference to the recent 250th Anniversary of America, and the recently concluded Sundance activities, the message was titled "Independence in God." At one point in the service, Sarah Lucas (and three Native Christian members of FFN) discussed and contrasted the teachings of the Bible with traditional Native religious beliefs and practices. In contrasting religious teachings, Sarah did not intend to be disrespectful toward traditional religious beliefs of the Tribe, nor did she intend to hurt any member of the Tribe.

A small clip of Sarah's discussion circulated and attracted attention, but the themes she shared and a full transcript of that segment (as well as the entire worship service) is available. The full transcript contains more than 10,000 words. The worship service continued further from the points in question, discussing other commonly-held Christian religious beliefs and themes. Many people disagree (some strongly) with these themes, or Christianity in general. Many people ridicule and mock these Christian religious beliefs and themes. This is permissible, because in America, we have freedom of belief, free exercise of religion, and freedom of speech. Unfortunately, out of more than 10,000 words, a few of Sarah's words in a handful of sentences discussing deeply-held Christian religious beliefs contrasted with deeply-held traditional Native religious beliefs have been referenced out of context. Sarah and FFN have been unfairly vilified as a result.

On July 10, 2026, Jason and Sarah met with the NABC. Members of the NABC at that meeting expressed anger over Sarah's religious statements, and indicated that FFN should be barred from Wind River Reservation as a result. On July 15, 2026, the NABC adopted Resolution No. 2026-

2142, which contained many recitals (“Whereas”) and comparatively few operative provisions (“Resolved”). The Resolution was communicated to FFN via a letter sent that same day, July 15, 2026. FFN is in compliance with the Resolution as it currently stands, and additional discussions should happen later this week when FFN meets voluntarily with the NABC.

On July 27, 2026, Liberty Counsel notified the NABC that its demand that FFN “vacate” the church’s privately-owned property was legally baseless, because FFN’s religious beliefs, religious exercise, and church property use (and those of Christian Shoshone and Arapaho FFN members) are protected by: i) the First Amendment to the U.S. Constitution; ii) the Religious Freedom Restoration Act, 42 U.S.C. §2000bb-1; iii) the Indian Civil Rights Act, 25 U.S.C. §§ 1301–1341; iv) the FACE Act, 18 U.S.C. § 248; and v) the *Ex parte Young* doctrine, rendering tribal officials amenable to suit in federal court “seeking to enjoin alleged ongoing violations of federal law.”

Food Bank of The Rockies / Food Bank of Wyoming Discriminates Against FFN

Food Bank of the Rockies “coordinates with more than 800 Hunger Relief Partners throughout Colorado and Wyoming, acting as a distribution hub for food, essentials, and logistical resources.”¹ “Food Bank of Wyoming is the Wyoming Distribution Center of Food Bank of the Rockies, the largest hunger relief organization in the Rocky Mountain region.”²

On or around July 7, 2026, FFN’s Food Pantry manager received a call from Food Bank of Wyoming, claiming that FFN’s religious teaching during its worship service was “discrimination” and that FBW could “no longer partner with you.” On Monday, July 27, at 12:04 PM, Danica Sveda stated via email, in applicable part that:

Pastor Sarah was under the impression that the partnership between Foundations for Nations and the Food Bank of Wyoming had been reactivated.

Unfortunately, that is not the case. Since our last conversation, our organization has not had any further communication with Foundations for Nations regarding reestablishing the partnership.

We are open to having another conversation about the possibility of working together in the future. However, **the partnership will remain on hold until the concerns raised by tribal leadership have been adequately addressed.**

As of today, July 29, 2026, FFN’s account appears to have been entirely deactivated and does not exist. These actions by FBR/W are improper for a variety of reasons, some of which are set forth in the FBR/W Partnership Agreement:

Food Bank of Wyoming (FBW) is a distributing agency for The Emergency Food Assistance Program (TEFAP), under a contract with the Wyoming Department of Family Services (WYDFS). The contract with WYDFS is **subject to all federal laws and regulations**; and FBW has the responsibility for administering the food distribution program.

¹ <https://www.foodbankrockies.org/about/>

² <https://wyomingfoodbank.org/about/>

See Partnership Agreement, page 5 (emphasis added). Moreover, “By signing this agreement, both parties [FBR/FBW and FFN] are bound by its terms and conditions... accordance with 7 CFR 251.2(c)(2)(d).” Under the section marked “**Assurance of Civil Rights Compliance**,” FBR/W agreed to the assurance of Civil Rights compliance “outlined in the following Federal Regulations:”

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency.” (August 11, 2000);
- vii. **All provisions required by the implementing regulations of the Department of Agriculture (USDA)** (7 CFR Part 15 et seq.).
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, **religion**, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

See Partnership Agreement, pp 5-6 (emphasis added). Food Bank of the Rockies/Wyoming is thus governed by applicable USDA Regulations – as it recites in its Partnership Agreement – including those found at 7 C.F.R. § 16.3(a) and 7 C.F.R. § 16.4, and is prohibited from discriminating against FFN’s Food Pantry, in this case, by purporting to terminate or “suspend” its Partnership with FFN.

USDA Regulations Protect FFN’s Religious Teaching and Expression

The United States Department of Agriculture prohibits FBR/W from discriminating in its USDA-funded food distribution programs. The USDA implemented regulations in 2004 setting forth “USDA policy regarding equal opportunity for religious organizations to participate in USDA assistance programs for which other private organizations are eligible.” 7 C.F.R. § 16.1(a). These regulations are crystal clear, both in their title “**Equal Opportunity for Religious Organizations**” and operative language, providing that:

[a] A faith-based organization is eligible, on the same basis as any other organization, to access and participate in any USDA assistance programs for which it is otherwise

eligible. **Neither the USDA awarding agency nor any ... other intermediary receiving funds under any USDA awarding agency program or service shall, ...discriminate...against an organization on the basis of the organization's religious character, motives, or affiliation,** or lack thereof, or on the basis of conduct that would not be considered grounds to favor or disfavor a similarly situated secular organization. Decisions about awards of USDA direct assistance or USDA indirect assistance **must also be free from political interference, or even the appearance of such interference, and must be made on the basis of merit, not on the basis of religion or religious belief, or lack thereof.**

Id. § 16.3(a). FBR/W has discriminated against FFN's Food Bank based on misperceptions, misrepresentations, and the offense of other individuals and organizations about FFN's "religious character," "motives," and religious teachings. It is patently obvious that FBR/W's decision is based on "political interference" (much less, "even the appearance of such interference") by members of the Northern Arapaho Business Council and online rage mobs.

The regulations further state that "[a] religious organization that participates in USDA assistance programs **will retain its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs.**" *Id.* § 16.3(b). Here, the complained-of religious speech occurred during a Christian religious worship service that discussed and contrasted the teachings of the Bible with traditional Native religious beliefs and practices. In contrasting religious teachings, Sarah Lucas did not intend to be disrespectful toward traditional religious beliefs of the Tribe, nor did she intend to hurt any member of the Tribe. Regardless of whether anyone else was offended, nothing in FBR/W administered USDA assistance was offered as a part of USDA-supported programs or services. It is not "independence" for the religious organization, if it cannot "defin[e]," "practice," or "expres[s] its religious beliefs" without being cut off from "partnership" and food deliveries as has happened here.

*The First Amendment, RFRA and ICRA Protect
FFN's Religious Exercise, Teachings and Use of Church Property*

In addition to protections found in the Code of Federal Regulations administered by USDA, FFN's rights are protected under the free exercise clause of the First Amendment of the United States Constitution, the Religious Freedom Restoration Act (RFRA), and other applicable federal law, such as the Indian Civil Rights Act (ICRA). *See* U.S. Const. Amend. 1. As a provider, FBR/W is required to administer USDA programming consistent with the First Amendment and with RFRA.

RFRA states, "Government shall not substantially burden a person's exercise of religion even if the burden results from a rule of general applicability." 42 U.S.C. §2000bb-1. The only exception to that concrete prohibition on burdening religious exercise is if the government demonstrates that its burden is both "in furtherance of a compelling government interest," and "is the least restrictive means of furthering that compelling government interest." 42 U.S.C. §2000bb-1(b).

RFRA requires a focused inquiry "to the person." *Id.* *See also Gonzales v. O'Centro Espirita Beneficiente Uniao do Vegetal*, 546 U.S. 418, 430 (2006) ("RFRA requires the Government to demonstrate that the compelling interest test is satisfied through application of the challenged law to the person—the particular claimant whose sincere exercise of religion is being substantially burdened."). RFRA adopted "the most demanding test known to constitutional law," *City of Boerne v. Flores*, 521 U.S. 507, 534 (1997), which is rarely passed. *See Burson v. Freeman*, 504 U.S. 191,

200 (1992) (“[W]e readily acknowledge that a law rarely survives such scrutiny”). RFRA likewise applies and may be raised by FFN “as a claim or defense in a judicial proceeding.” 42 U.S.C. §2000bb-1(c).

RFRA applies against all branches of government, including burdens imposed by the judicial branch. 42 U.S.C. §2000bb-2(1) (“the term ‘government’ includes a branch . . . of the United States” (emphasis added)). The explicit purpose of RFRA was to restore strict scrutiny as the governing standard and “to guarantee its application in all cases where free exercise is substantially burdened.” 42 U.S.C. §2000bb(b) (emphasis added). Indeed, RFRA “operates as a kind of super statute, displacing the normal operation of other federal laws,” and “supersede[s]” other laws “in appropriate cases.” *Bostock v. Clayton Cnty.*, 590 U.S. 644, 682 (2020) (emphasis added).

As the Second Circuit recognized, “RFRA is unusual in that it amends the entire United States Code,” *Rweyemamu v. Cote*, 520 F.3d 198, 202 (2d Cir. 2008), because “[a]t bottom, the import of RFRA is that, whatever other statutes may (or may not) say, ‘the Federal Government may not, as a statutory matter, substantially burden a person’s exercise of religion.’” *Id.* (quoting *Gonzales*, 546 U.S. at 424) (emphasis original). See also *Rojas v. Roman Catholic Diocese of Rochester*, 557 F. Supp. 2d 387, 396 (W.D.N.Y. 2008) (“RFRA applies to all federal law, and therefore amended federal discrimination statutes such as Title VII.”). RFRA has been recognized as a defense in claims between private parties. See, e.g., *EEOC v. Catholic Univ. of Am.*, 83 F.3d 455 (D.C. Cir. 1996); *Hankins v. Lyght*, 441 F.3d 96 (2d Cir. 2006).

Indian Civil Rights Act Protects FFN Against Religious Discrimination

Finally, the Indian Civil Rights Act of 1968 (ICRA), 25 U.S.C. §§ 1301–1341 protects the rights of FFN against infringement by the NABC. FBR/W has no authority to condition food distribution to FFN’s Food Pantry on FFN foregoing its religious beliefs, teachings or expression, even if NABC is offended by those beliefs. In pertinent part, Title I of the ICRA applies many of the individual protections afforded by the Bill of Rights to the application of Indian laws. Like the Constitution, **ICRA forbids any Tribe “prohibiting the free exercise of religion,” or “abridging the freedom of speech,” “depriving anyone of liberty or property without due process of law,” and prohibits “bills of attainder or ex post facto laws.”** See 25 U.S.C. § 1302 (1),(8) and (9)(emphasis added). ICRA has been held to apply for the benefit of non-members as well as members of a tribe. See *Bugenig v. Hoopa Valley Tribe*, 266 F.3d 1201, 1223 (9th Cir.2001) (citing *United States v. Mazurie*, 419 U.S. 544, 558 n. 12, (1975)); *White v. Pueblo of San Juan*, 728 F.2d 1307, 1312 n. 1 (10th Cir.1984); *Dodge v. Nakai*, 298 F.Supp. 17, 24 (D.Ariz.1968)(Perceived “scorn,” “contempt” and disrespect are impermissible bases for a Tribe to abridge First Amendment freedom of speech). **ICRA thus prohibits the NABC from discriminating against FFN and its members on the basis of their religion – including religious speech uttered on July 5, 2026.** ICRA’s prohibition on religious discrimination against tribe members and non-members is enforceable in whichever forum an attempted enforcement action by a tribe may be brought. *Santa Ynez Band of Mission Indians v. Torres*, 262 F. Supp. 2d 1038, 1044 (C.D. Cal. 2002).

State Public Accommodations Laws Protect FFN Against Religious Discrimination

In both Colorado and Wyoming, it is unlawful for a service provider like FBR/W (a public accommodation) to discriminate against anyone on the basis of “religion.” In Colorado, it “**is a discriminatory practice and unlawful** for a person, directly or indirectly, **to refuse, withhold**

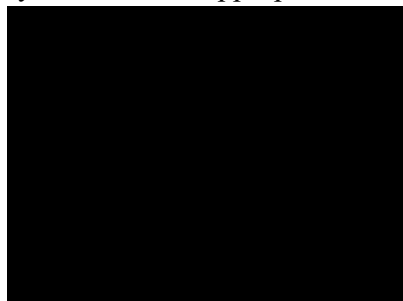
from, or deny to an individual or a group, because of ... creed...the full and equal enjoyment of the goods, **services, facilities, privileges, advantages, or accommodations of a place of public accommodation** or, directly or indirectly, **to publish, circulate, issue, display, post, or mail any written, electronic, or printed communication, notice, or advertisement that indicates that the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations** of a place of public accommodation **will be refused, withheld from, or denied** an individual or that an individual's patronage or presence at a place of public accommodation is unwelcome, objectionable, unacceptable, or undesirable **because of ... creed**. See Colo. Rev. Stat. § 24-34-601 (2)(a) (emphasis added) (as amended by Laws 2025, Ch. 377 (S.B. 25-275), § 336, eff. August 6, 2025. *See now*, 24-34-600.3)(prior version held unconstitutional by 303 *Creative LLC v. Elenis*, 600 U.S. 570 (2023)). In Wyoming, “[a]ll persons of good deportment **are entitled to the full and equal enjoyment of all accommodations, advantages, facilities and privileges of all places or agencies which are public in nature, or which invite the patronage of the public**, without any distinction, discrimination or restriction on account of race, **religion**, color, sex or national origin.” See W.S.A. § 6-9-101(a)(emphasis added). Moreover, Wyoming demands that “No person shall be denied the right to life, liberty, pursuit of happiness **or the necessities of life** because of race, color, sex, **creed** or national origin.” A violation of either statute is “a misdemeanor punishable by imprisonment for not more than six (6) months, a fine of not more than seven hundred fifty dollars (\$750.00), or both.” See *Id.*; see also W.S.A. § 6-9-102(a)-(b).

CONCLUSION

It is outrageous that FBR/W would withhold food supplies from the people that they purport to serve, in response to the demand of third parties who disagree with a church partner’s religious beliefs and teachings. Punishing the recipients of USDA-funded and administered food aid because FBR/W disagrees with religious beliefs and is seeking to pressure Foundations For Nations Church to forego its religious beliefs and place it at a disadvantage in negotiations with a government entity (the Northern Arapaho Business Council) is simply beyond the pale.

Liberty Counsel hereby demands that Food Bank of the Rockies/Wyoming immediately reinstate FFN and its Food Pantry as a Hunger Relief Partner, and the fulfill its food distribution orders for August 2026. **Please confirm by 5:00 PM Mountain, July 30, 2026, that the Food Pantry has been reinstated, and that first-of-the-month deliveries will be made as normally scheduled.**

If we do not receive the requested response, Liberty Counsel intends to take action on FFN Food Pantry’s behalf to prevent irreparable harm, beginning with notifying USDA and US DOJ of FBR/W’s actions here, followed by escalation as appropriate and required.



Attachment





FBR/FBW Use Only	
Date Rec'd _____	by _____
Agency# _____	

Agreement between Food Bank of Wyoming and Hunger Relief Partner (hereinafter referred to as PARTNER) named below.

PARTNER Name <i>Foundations for Nations Inc.</i>	
PARTNER Site Address (Street, City, State, Zip) [REDACTED]	Area Code and Telephone Number [REDACTED]

The purpose of this agreement, and any attachments, is to define the services that will be provided to Partner by Food Bank of Wyoming and the duties and responsibilities of each. Food Bank of Wyoming's purpose is to collect and re-distribute surplus food and essential Product to tax exempt, 501(c)(3) organizations as defined by Section 170(e)(3) of the Internal Revenue Code. Food Bank of Wyoming's Mission is to ignite the power of community to nourish people facing hunger. The undersigned authorized agents of the Partner agree to and will ensure compliance with the following criteria to participate in the Food Bank of Wyoming distribution program.

PARTNER agrees to:

1. Meet IRS eligibility requirements for receipt, transfer and use of donated Product under section 170(e)(3) and must have 501(c)(3) federal tax-exempt status and provide a copy of the IRS tax-exempt letter to FOOD BANK OF WYOMING and notify FOOD BANK OF WYOMING of any changes to their tax status. This will not apply to Government supported program (EVERGREEN™).
2. Notify FOOD BANK OF WYOMING in writing within 15 days, when there are any changes to their hunger relief program including: location, director, contact, shoppers, and type/size of hunger relief program or additional storage or distribution sites. All changes must be approved by FOOD BANK OF WYOMING staff before continuation of the services called for in this agreement. Note: New PARTNER shoppers must attend an orientation session prior to placing or picking up an order.
3. Participate in random partner reviews, scheduled and unscheduled, of its hunger relief program(s) by FOOD BANK OF WYOMING staff and/or volunteers appropriately trained by FOOD BANK OF WYOMING, which will be conducted at a minimum of once every two (2) years and agrees to fully accommodate and allow FOOD BANK OF WYOMING trained staff and volunteers full and complete access to facilities, Partner's staff, volunteers and clients for FOOD BANK OF WYOMING/Feeding America research projects as requested. Partner reviews may be more frequent for Government supported programs.
4. Identify their organization as a Partner of FOOD BANK OF WYOMING by prominently posting a FOOD BANK OF WYOMING provided poster. Additionally, PARTNER should include the words "Partner of Food Bank of Wyoming" and identify the partnership by including the FOOD BANK OF WYOMING logo on organization's website with a link to the FOOD BANK OF WYOMING website and/or pertinent FOOD BANK OF WYOMING webpages. PARTNER will not identify themselves as or make representations on behalf of FOOD BANK OF WYOMING but will clearly identify and state they are a "partner of the FOOD BANK OF WYOMING". Upon termination of this Partnership Agreement by either Party, the PARTNER shall cease to represent itself in any fashion as a Partner of FOOD BANK OF WYOMING. Within thirty (30) calendar days of termination of agreement, PARTNER shall take all appropriate actions to remove "Partner of FOOD BANK OF WYOMING" from all materials including digital platforms like the website and social media.
5. Not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from military or status as a protected veteran in any of its activities or operations. All clients will be treated with the utmost of respect and courtesy. Keep a minimum of one (1) staff person from each program Civil Rights certified at all times. Civil Rights re-certifications are required annually. Certification is available through an online course provided by NeoGov at no charge. USDA Partners can also attend the State's Civil Rights training.

6. Ensure that PARTNER, its employees, its volunteers, and its clients must not sell, transfer, trade or barter any items received from Food Bank of Wyoming in exchange for money, property, services or otherwise allow the items to enter commercial channels.
7. Not require mandatory donations or suggest the same in any manner whatsoever, require or request volunteer time or participation in any religious activity or service in order to receive donated Product, nor show preferential treatment to clients who do participate, voluntarily donate, or volunteer their services. Hunger relief programs are offered at no cost to the clients.
8. Use the Product solely for charitable purposes related to PARTNER's mission. Food Bank of Wyoming Product must not be given to staff for personal use, served for general partner or congregation use or be used for fundraising purposes, such as prizes or gifts.
9. Support Food Bank of Wyoming and Feeding America's mission of closing the Meal Gap by receiving monthly food orders and/or allocations. PARTNER may have partnership terminated due to no activity on their accounts. In the occurrence of being inactivated, PARTNER will be required to reapply by completing and submitting the Food Bank of Wyoming Partner Application.
10. Abide by the policies, procedures and record keeping requirements of FOOD BANK OF WYOMING, including maintaining annual chronological records of all receipts for donated Products received from FOOD BANK OF WYOMING. This record must be made available to FOOD BANK OF WYOMING during monitoring visits and kept on file for three (3) years + current year for auditing purposes.
11. PARTNER is required to collect and maintain client served numbers per FOOD BANK OF WYOMING direction. Selected Partners utilizing Link2Feed (L2F), a client service insights software, agrees to the MOU and EULA agreement; outlining terms of upholding the highest security and ethical standards with regard to client information. L2F is offered at no charge and available to selected Partners based on program participation and gap analysis.
12. Serve directly to clients in the form of meals, distribute items for emergency situations and/or supplemental assistance within FOOD BANK OF WYOMING's service areas in Wyoming.
13. Adhere to additional donor stipulations, if applicable to the donated Product received from FOOD BANK OF WYOMING.
14. Have adequate storage space and agrees to store all food in a manner that is appropriate given the nature of the various Products to ensure wholesomeness until used and/or distributed. FOOD BANK OF WYOMING prefers food storage facilities to be commercial buildings. PARTNERS with residential storage/distribution facilities will be accepted at the sole discretion of FOOD BANK OF WYOMING.
15. Conforms to all local, state and federal regulations regarding food handling, food safety and storage. PARTNER agrees to check FDA recall website via link on FOOD BANK OF WYOMING website a minimum of once weekly. FOOD BANK OF WYOMING will make every attempt to notify PARTNER via email, website and waiting area postings of any FDA recalls or safety issues related to Product.
16. Immediately notify FOOD BANK OF WYOMING whenever it receives notice of any claim of liability with respect to donated Product or any report of illness, which may have been caused by Product provided by FOOD BANK OF WYOMING.
17. Keep a minimum of one (1) staff person from each program food safety certified at all times. Food Safety re-certifications are required annually. Certification is available through an online course provided by NeoGov at no charge, or through outside sources at the PARTNER'S cost. If training takes place outside of FOOD BANK OF WYOMING, PARTNER will provide proof of certification, along with the name of the training company and date of course.
18. Notify FOOD BANK OF WYOMING personnel immediately in the event of an accident involving a designated representative of the PARTNER occurring anywhere on FOOD BANK OF WYOMING premises. Report all injuries (including minor injuries), fill out and sign accident report provided by FOOD BANK OF WYOMING. Authorized representatives of the PARTNER assume all risks of visiting, shopping and volunteering in an environment that includes, but is not limited to, lifting heavy boxes, working near machinery, walking on or around pallets of Product, standing on cement or asphalt, or other potential dangers as exist in and around an operating warehouse/storage facility.

19. Support a positive work environment, free of unlawful harassment or discrimination. All PARTNER representatives while in the FOOD BANK OF WYOMING Warehouse are expected to conduct themselves professionally and in a respectful manner when interacting with FOOD BANK OF WYOMING staff, clients, volunteers, other Partners, vendors, and board members.

20. Abide by FOOD BANK OF WYOMING zero tolerance policy for the following:

- Threats or violent acts directed to staff, volunteers, partner representatives or property of FOOD BANK OF WYOMING: This includes, but is not limited to, threatening or hostile behaviors, physical abuse, vandalism, arson, or sabotage.
- Theft: Theft includes consuming or possessing FOOD BANK OF WYOMING items meant for those eligible clients being served by the PARTNER.
- The manufacture, possession, sale or use of any controlled substance while on FOOD BANK OF WYOMING premises.

Violators will be asked to leave FOOD BANK OF WYOMING premises and will not be allowed to return. In addition, PARTNER will be contacted and further action may be taken, including and up to possible suspension/termination of Partner status.

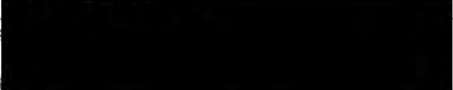
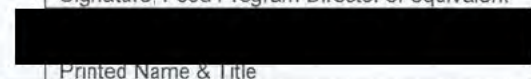
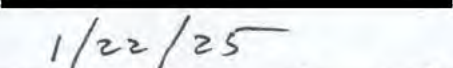
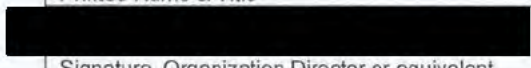
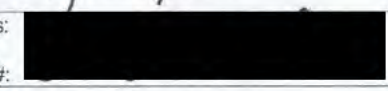
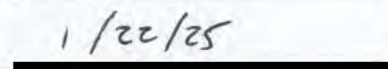
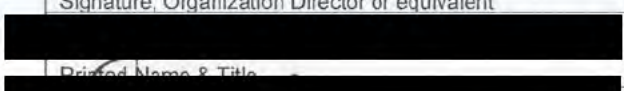
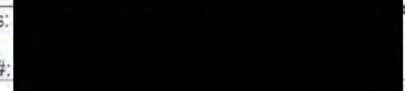
In the event FOOD BANK OF WYOMING has reason to believe any parts of this agreement have been violated, the PARTNER understands the following procedures will be employed. The action taken depends on the severity of the violation and could be any of the following:

- Investigation
- Letter of warning
- Probation period
- Follow up to confirm compliance
- Loss of charge account privileges
- Loss of VIP privileges
- Termination

PARTNERS suspended or terminated may plead their case with the Programs Advisory Council at the regularly scheduled quarterly meeting and agree to abide by the decisions of the council and FOOD BANK OF WYOMING.

In the case of suspension or termination, the PARTNER agrees to return any Product previously received from FOOD BANK OF WYOMING still in its possession at the request of the FOOD BANK OF WYOMING. This agreement can be terminated by either party, without cause, by written notice at least fifteen (15) days prior to termination.

The undersigned three people state their organization meets FOOD BANK OF WYOMING' requirements for partnership and agree to abide by all the

	Date: 1-22-25
Signature, Food Program Director or equivalent	Address: 
	Phone #: 
Printed Name & Title	Date: 1/22/25
	Address:  Riverton, WY
Signature, Organization Director or equivalent	Phone #: 
	Date: 1/22/25
Printed Name & Title	Address:  Riverton, WY
	Phone #: 
	

NOTICE TO PARTNER:

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND A STRICT RELEASE OF LIABILITY.

1. **AGREEMENT.** This Agreement is between Food Bank of Wyoming and

Foundations For Nations Inc.

(PARTNER)

this 22 day of January, 20 25.

During active participation in the hunger relief program offered by FOOD BANK OF WYOMING, the PARTNER will receive assorted donated Product from FOOD BANK OF WYOMING.

2. **INSPECTION.** The PARTNER agrees that it will be solely responsible for determining whether said donated Product is fit for distribution. It is the PARTNER's responsibility to review postings of FDA recalls either through FOOD BANK OF WYOMING's link to the FDA site online, or through postings at the PARTNER waiting area per #15 in the Partner Agreement.
3. **DISCLAIMER OF WARRANTIES.** The PARTNER acknowledges it accepts all donated Product from FOOD BANK OF WYOMING "as is". FOOD BANK OF WYOMING, Feeding America and the original donors expressly disclaim any implied warranties of merchantability or fitness for a particular use. There are no expressed warranties in relation to this donated Product. No person is authorized to give any warranties on behalf of FOOD BANK OF WYOMING to assume any liability for FOOD BANK OF WYOMING.
4. **RELEASE OF LIABILITY – INDEMNIFICATION.** The PARTNER releases FOOD BANK OF WYOMING, Feeding America and the original donor from any liability resulting from the condition of the donated Product. The PARTNER further agrees to indemnify and hold harmless FOOD BANK OF WYOMING, Feeding America and the original donor from all liabilities, damages, losses, claims, causes of action at law or at equity, or any obligation whatsoever arising out of or attributed to any action of the PARTNER or any personnel employed by the PARTNER in connection with shopping, loading, other warehouse activities, storage or use of donated Product.

Foundations For Nations Inc.

(HUNGER RELIEF PARTNER NAME)



(Print Name and Title)

**THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP) AGREEMENT BETWEEN
FOOD BANK OF WYOMING, INC. AND (Name of Recipient Agency):**

Food Bank of Wyoming (FBW) is a distributing agency for The Emergency Food Assistance Program (TEFAP), under a contract with the Wyoming Department of Family Services (WYDFS). The contract with WYDFS is subject to all federal laws and regulations; and FBW has the responsibility for administering the food distribution program.

By signing this agreement, both parties are bound by its terms and conditions.
The parties recognize that the WYDFS is not a party to this Agreement.

Parties: The parties to this Agreement are **Food Bank of Wyoming**, whose address is: 5150 S Reserve Dr., Evansville, WY and Eligible Recipient Agency (ERA):

Name of Eligible Recipient Agency	
<i>Foundations For Nations Inc.</i>	
Address of Recipient Agency (Street, City, State, ZIP)	
Mailing Address (if different)	

Purpose of Agreement: This agreement specifies the rights and responsibilities of the above agencies as participants in The Emergency Food Assistance Program (TEFAP)

Term of Contract: This agreement is effective upon both parties signing it. This agreement is considered permanent, with amendments to be made as necessary, and may be terminated by either party upon 30 days written notice. In accordance with 7 CFR 251.2(c)(2)(d).

Assurance of Civil Rights Compliance: Both parties agree to the assurance of Civil Rights compliance outlined in the following Federal Regulations:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.).
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or

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otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

Food Bank of Wyoming Role and Responsibilities:

FBW agrees to -

1. Administer the program in accordance with the provisions of Part 250 and Part 251
2. Provide monthly delivery of TEFAP product, to the Recipient Agency equal to site distribution need based on an average total households recorded within yearly quarter and without charge
3. Be responsible for program funds in accordance with 7 CFR 251.8(e)
4. Provide training regarding TEFAP requirements and offer training sessions and technical assistance to the Recipient Agency
5. Ensure that all USDA Food packages comply with TEFAP requirements.
6. Monitor Recipient Agency's distribution of USDA Foods according to TEFAP requirements and do so during the Recipient Agency's normal hours of operation
7. Communicate specific eligibility requirements for USDA Foods under TEFAP and maintain the confidentiality of participating households and individuals
8. Notify TEFAP applicants and participants of their rights and responsibilities
 - a. Provide ERA with copies of the following

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- i. "Justice for All" Non-Discrimination Poster
 - ii. Working Together Partnership Poster
 - iii. No Cost Poster
- 9. Ensure that the Recipient Agency meets all local and state health and sanitary code requirements applicable to food storage, transportation, and distribution.
- 10. Notify Recipient Agency of their right to appeal any adverse action, in accordance with TEFAP requirements
- 11. Respond to Recipient Agency inquiries promptly, in accordance with TEFAP requirements
- 12. Not assign its rights or to delegate its obligations under agreement without prior approval in writing from WYDFS
 - a. Notify ERA of any changes or delegations of obligations

Eligible Recipient Agency Role and Responsibilities:

The ERA agrees to –

- 1. Administer the program in accordance with the provisions of Part 250 and Part 251.
- 2. Receive and distribute/use food in accordance with federal regulations in 7 CFR 250 and 251 and State regulations and program requirements as identified in the Wyoming Distribution Site Review Form and any amendments thereto
 - a. The ERA agrees to fully comply with all legal requirements defined throughout this Agreement, and to submit any reports requested by FBW and the WYDFS in a prompt and complete manner;
- 3. Operate TEFAP which provides USDA emergency foods for receipt, storage and distribution to eligible low-income households and individuals
- 4. Distribute food for household consumption to self-reporting eligible persons who provide necessary information to verify eligibility (name, address, household income), or use food in preparation of meals by congregate feeding organizations
- 5. Post distribution dates so that the public can easily know available service dates
- 6. Maintain the confidentiality of household information of participants
- 7. Notify TEFAP participants of their rights and responsibilities
 - a. Post the following documents in a publicly accessible area
 - i. "Justice for All" Non-Discrimination Poster
 - ii. Working Together Partnership Poster
 - iii. No Cost Poster
- 8. Inspect all food deliveries for accuracy and quality prior to shipment acceptance
- 9. Use USDA foods only in connection with the ERA's established feeding operation for the sole benefit of persons served by the ERA and will not be sold, exchanged, shared with other food distributors, or otherwise disposed of by the ERA without express written approval from FBW
- 10. Accurately maintain records of USDA foods received and inventory on hand and such accountability records as may be prescribed by FBW
 - a. Maintain an accurate and up-to-date rolling inventory record of items received and distributed
 - b. Inventory and distribution records shall be submitted to FBW by assigned due dates
 - c. Failure to submit in a timely manner may result in disqualification from further participation in TEFAP
- 11. Notify FBW of any leftover food in excess of what can be safely stored, distributed, or utilized by its expiration or best if used by date
- 12. Report any and all food losses to FBW
 - a. Accept responsibility for all loss of food due to negligence
 - b. Provide liability insurance in sufficient amount to cover any loss of TEFAP food due to accident or disaster

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13. Store USDA foods off the floor in a clean facility, free of infestation, and in a secure manner where unauthorized persons may not access
14. Retain all records for a period of three (3) years from the close of the federal fiscal year to which they pertain or longer if related to an audit or investigation in progress
15. Allow representatives of FBW, WYDFS and USDA to inspect the facilities, site operations and records without the benefit of prior notification to ensure these standards are met
16. Not to assign its rights or to delegate its obligations under agreement without prior approval in writing from FBW

Signatures:

ERA - The individual signing this Agreement as the Agency Head or Authorized Representative certifies that his/her signature binds the Recipient Agency to the terms of this Agreement.

Foundation For Nations Inc.

Name of Eligible Recipient Agency

Printed Name of Agency Head or Authorized Representative

Signature & Agency Head or Authorized Representative

Date

1-22-25

FBW - The individual signing this Agreement as an Authorized Representative certifies that his/her signature binds the Food Bank of Wyoming to the terms of this Agreement.

Printed Name of Agency Head or Authorized Representative

Signature of Authorized Representative

Date

1/22/25