

**AGREEMENT TO RECEIVE AND DISTRIBUTE U.S.D.A. COMMODITIES
TO NEEDY PERSONS FOR HOME CONSUMPTION
(FOR USE IN EMERGENCY FEEDING CENTER/FOOD BANK)**

I. PARTICIPATING ORGANIZATION IDENTIFICATION.

Organization Name:
Organization Address:

Contact Person:
Phone Number:

Distribution Address (if different from above):

II. PERFORMANCE CONDITIONS.

IN ORDER to effectuate the distribution of USDA-donated commodities, Sedgwick County, through its Department on Aging (SCDOA) as an agent for Social and Rehabilitation Services (SRS), and the food bank identified above (Section 1/Participating Organization Identification), a public/private non-profit organization, as the participating organization, agree as follows:

- A. SCDOA, as distribution agent for SRS, will issue USDA-donated commodities to the above named participating organization at one of the designated pick-up areas at no charge. The participating organization will receive prior notice of the pick-up date, location, and the amount of each commodity the participating organization is authorized to receive.
- B. The participating organization agrees that USDA-donated commodities will be distributed to needy persons for home consumption at no charge at such times as such commodities become available to SCDOA. The participating organization also agrees to distribute USDA-donated commodities to needy persons without regard to race, color, sex, age, religion, political affiliation, handicap, ancestry, or national origin. The participating organization also agrees to display in a prominent place in appropriate offices and food distribution areas, the USDA Title VI nondiscrimination poster "...And Justice for All" or an FNS approved substitute.
- C. The participating organization agrees that USDA-donated commodities will not be sold or bartered and will be distributed according to the guidelines established by SRS.
- D. The participating organization agrees that adequate storage will be maintained for USDA-donated commodities. The participating organization further agrees to be responsible for maintaining the continued fitness for human consumption of USDA commodities while in its possession and control.
- E. The participating organization agrees that any activities conducted during a distribution which are unrelated to USDA-donated commodities will be operated under the following conditions: (1) That the person(s) conducting the activity make clear that the activity is not part of USDA-donated commodities; (2) that the person(s) conducting the activity make clear that participants need not cooperate with him or her in order to receive USDA-donated commodities; and (3) that the activity not interfere with the distribution of commodities. Impermissible activities include information not related to USDA-donated commodities placed in or printed on bags or boxes.
- F. The participating organization is responsible to SRS and the SCDOA for any improper distribution or use of, loss of, or damage to, USDA-donated commodities which is caused by neglect, carelessness and/or willful mishandling on the part of the organization. Participating organizations are therefore subject to repayment of claims established as a result of such loss, damage and/or improper distribution or use. SRS, SCDOA, and participating organizations have a right to assert

claims and take collection action against other persons to whom USDA-donated commodities are delivered for care, handling or distribution and subsequently lost, damaged and/or improperly distributed or used.

- G. The participating organization agrees to maintain a system for adequate inventory, disposition and reimbursement records. Records shall include: applicant household name, household declaratory statement, household size, as well as the quantity of commodities received, distributed and on hand. The participating organization further agrees to fulfill established monthly reporting requirements.
- H. The participating organization agrees to retain all records pertaining to the receipt and disposition of USDA-donated foods to needy individuals or families, for a period of three (3) years following the federal fiscal year to which they pertain. The participating organization also agrees that these records and facilities may be examined by authorized federal, state or county personnel at any reasonable time. The participating organization understands that its participation in this program is a matter of public record and agrees that SRS and/or the SCDOA may release its name and location to the press and other interested parties. The recipient agency understands that the identification, application and participation information of needy individuals or families is a confidential matter and agrees to keep all such records in a confidential manner, as required under applicable state and federal law.

III. DURATION/CANCELLATION.

- A. The duration of this agreement is for a period of time commencing October 1, 2010, and ending September 30, 2011. This agreement is entered into between SCDOA and the above-mentioned participating organization and shall become effective immediately upon execution of the signature of both parties.
- B. This agreement may be terminated at any time by mutual consent of both parties or upon thirty (30) days written notice. If the participating organization ceases to exist or fails to perform according to the terms of this agreement, SCDOA reserves the right to terminate this agreement immediately and transfer any existing inventory of USDA-donated commodities to another location.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

Kelly Arnold, County Clerk

Karl Peterjohn, Chairman
Third District

Date:

APPROVED AS TO FORM:

PARTICIPATING ORGANIZATION:

Bill H. Raymond
Assistant County Counselor

Date: