

AGREEMENT BETWEEN

NAME OF EMERGENCY FEEDING ORGANIZATION
and

THE FOOD BANK OF CENTRAL LOUISIANA
For Local Operation of Programs Administered under Direction of the
Louisiana Department of Agriculture and Forestry Food Bank Program

Street Address

Mailing Address

City

State

Zip Code

fax:

Telephone Number

Contact Person

Days of Operation

Hours of Operation

The Food Bank and the Emergency Feeding Organization (EFO) whose name and address appear above, enter into this Agreement for the performance of the following function briefly described as:

The distribution of commodities made available by the United States Department of Agriculture pursuant to 7 U.S.C. 612c to eligible soup kitchens, food banks, food pantries, emergency feeding organizations in accordance with 7 CFR. Part 250 and 251 and the Hunger Prevention Act of 1988, P.L. 100-435.

The Food Pantry agrees to immediately notify the Food Bank in writing if it alters its program in such a manner as to no longer be eligible for these USDA foods. The EFO agrees to comply with all provisions of the Agreement, Regulations, and any amendments thereto, and any instructions, policies, or procedures issued in connection therewith. Specifically, the Food Pantry agrees to adhere to the following requirements:

1. Accept only the amounts of commodities that can be used and stored without waste.
2. Provide adequate facilities for the handling and storage of commodities and properly safeguard the commodities against theft, spoilage, or other loss. USDA foods shall not be sold, exchanged, or otherwise disposed of without the approval of the Food Bank.
3. Operate the program in compliance with all State and Federal laws, and all rules and regulations and policies established by USDA, the Louisiana Department of Agriculture and Forestry, and the Food Bank.
4. Provide verification of tax exempt status under the Internal Revenue Code.
5. Maintain a record of: (1) the names and addresses of all persons or households receiving USDA commodities, (2) the type of documentations used to determine need (Income eligibility – Attachment A), (3) the date food was given, (4) Household size, (5) signature of person who receives food, and (6) amount of food issued.
6. Soup Kitchens must keep a record of the number of meals served on a daily basis.
7. Maintain accurate and complete records of document of receipt, disposal, and inventory of USDA commodities.
8. Do not charge any individual for commodities received.
9. Permit representatives of USDA, Louisiana Department of Agriculture and Forestry and the Food Bank to inspect donated foods in storage, or the facilities used in handling storage and to review or audit all commodity records at any reasonable time.
10. Submit all reports required by the Food Bank. Failure to file timely reports may be a basis for cancellation of this Agreement.

11. Report promptly all instances of lost commodities to the Food Bank. Lost commodities are those which, for any reason, cannot be demonstrated by appropriate record, or other satisfactory evidence to have been received. Commodities may be lost through theft, damage, spoilage, infestation, sale or exchange, diversion to an improper use, or other similar causes.
12. If the Food Pantry improperly uses any donated commodity, or causes loss of or damage to an donated commodity it may be required to pay for the lost commodities at a sum equal to the USDA value established at the time of the loss of, or damage to, a donated commodity.
13. The Food Pantry is responsible to the Food Bank for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods caused by their fault or negligence. The Food Bank will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated food.
14. Comply with all applicable state and federal laws, regulations and executive orders regarding non-discrimination on the basis of race, religion, color, national origin, sex, age or handicap.
15. Not diminish normal expenditures for food because of receipt of federal commodities but to use this distribution as a supplement to other food sources.
16. Maintain all records pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to this Agreement(i.e., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies except as may otherwise be specified in this Agreement.
17. In accordance with 7 C.F.R., Sections 251.9 (6)(g), the distribution of commodities shall not be used as means for furthering the political interest of any individual party.
18. Food pantries that qualify to distribute USDA commodities to households must:
 - a. Distribute to households fairly and equitably on a "first come, first served" basis;
 - b. Provide each eligible household with at least some food assistance if USDA commodities are on hand;
 - c. To the extent possible, provide same size households with similar amounts of USDA commodities;
 - d. If possible, give households of one to five people at least one unit of each commodity and give each larger household at least two units of each commodity.
 - e. Recipients may refuse any items they do not need.
 - f. Commodities are to be distributed in original packages.

EFFECTIVE PERIOD OF AGREEMENT

This Agreement shall become effective on the date executed and approved. This Agreement may be terminated upon 30 days written notice on the part of either party. The Food Bank may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the Food Pantry. Any termination of this agreement shall be in accord with applicable laws and regulations. Upon any termination, the Food Pantry agrees to comply with the instruction of Food Bank in regard to transfer of all donated commodities remaining in its possession or control.

**SIGNATURE ON BEHALF OF EMERGENCY
FEEDING ORGANIZATION
(LOCAL AGENCY)**

**SIGNATURE ON BEHALF OF
FOOD BANK OF CENTRAL LOUISIANA**

SIGNATURE

SIGNATURE

NAME – PRINTED OR TYPED

NAME – PRINTED OR TYPED

TITLE

TITLE

DATE

DATE

