FOOD DISTRIBUTION
INTERNAL USE ONLY

County _____

RA# _____

SA# _____

Customer # _____

ARKANSAS DEPARTMENT OF AGRICULTURE
APPLICATION AND AGREEMENT
FOR DISTRIBUTION AND USE OF USDA DONATED FOODS

Application is made by _____
(Referred to herein as the Recipient Agency)

Mailing Address _____

Physical Address _____

County _____

Food Service Director Contact Name/Title_____

Food Service Director Contact Phone number _____ Fax _____

Food Service Director Contact Email address_____

for food commodities made available to the Arkansas Department of Agruculture, Commodity Distribution Section (referred to herein as the Distributing Agency) by the U.S. Department of Agriculture under the conditions provided herein for the facilities listed in attached ***Schedule A***. The Recipient Agency is operating a non-profit food service program under the following classification: SUMMER FOOD SERVICE PROGRAM

AGREEMENT

1. To accept and use the commodities only in the non-profit feeding program for children of high school grade or under.
2. No request will be made for more donated food than that which can be utilized in the feeding program.
3. Any donated food excessive to needs will be immediately reported to the Distributing Agency.
4. The non-profit lunch or feeding program will be operated and records will be maintained evidencing this fact.
5. The donated food will be used in addition to and not in substitution for food normally purchased and food expenditures will not be reduced as a result of the recipient of USDA donated food except this condition does not apply to Section 6 USDA foods for National School Lunch Programs.
6. Donated food will not be sold, traded or otherwise disposed of.
7. The Recipient Agency will be responsible for the replacement of, or restitution for any donated food lost due to spoilage theft or damage if such loss results from negligence on the part of the Recipient Agency or its employees.
8. Containers that have a salvage value will be used or disposed of in accordance with instructions of the Distributing Agency.
9. Adequate personnel and facilities such as will properly safeguard food commodities against theft, spoilage, and other loss, will be provided for the handling, storing, use the donated food commodities, and maintenance of such records of commodities received as may be prescribed by the Distributing Agency.

10. The Recipient Agency agrees to abide by the instructions and regulations issued by the Distributing Agency and U.S. Department of Agriculture in connection with the storage, handling, record keeping, and utilization of donated foods and all records in connection with the program are to be retained for a period of five (5) years after the end of the fiscal year to which they pertain.

11. A report of the physical inventory of donated food commodities on hand will be furnished by the Distributing Agency.

12. Each school food authority has a right to refuse donated foods offered by the Distributing Agency.

13. If the Recipient Agency has more of any commodity on hand that can be used within a reasonable period they will upon request of the Distributing Agency be returned to the Distributing Agency or to a point designated by them in good condition and at no cost.

14. All losses of donated food commodities are to be reported to the Distributing Agency. Out- of-condition food is to be examined by local or state health officials and inspection or condemnation reports are to be retained as permanent records for the prescribed period.

15. Section 250.6(j) of the Food Distribution Regulations provides that, "under no circumstances shall recipients be required to make payments in money, materials, or services for or in connection with the receipt of donated foods nor shall they be solicited in connection with receipt of donated foods for voluntary contributions for any purposes"; the above provision also means that requests for donations or work in exchange for donated food is also prohibited.

16. The Distributing Agency and the U.S. Department of Agriculture may make such inspections, investigations, and audits of all activities under this program, as these agencies may deem necessary at any reasonable time.

17. The Distributing Agency or where applicable, Sub-Agent hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title IX of the Education Amendments of 1972. Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Age Discrimination Act of 1975 (P.L. 94-135) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (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, age, sex or disability, be excluded from participation in, be denied in the benefits of, or be otherwise subject to discrimination under any program or activity for which the program applicant received federal financial assistance from the Department and hereby gives assurance that it will immediately take any measures necessary to effectuate 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 which 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 the Department. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as 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 Distributing Agency or, where applicable, Recipient Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. The assurance is binding on the Distributing Agency or, where applicable, Recipient Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signature appears below are authorized to sign this assurance on the behalf of the program applicant.

18. Any changes in the number of persons served will be reported to the distributing Agency immediately.

19. Approval of this application does not constitute any legal obligation on part of the Distributing Agency to furnish any commodities in any quantity or kind to the Recipient Agency.

20. Either agency may terminate this agreement at any time by notice in writing and the Distributing Agency may repossess all commodities on hand on date of such termination without assuming any costs relative to storage or handling of those items on hand.

21. If the Recipient Agency fails to comply with the provisions of this agreement or any instructions issued in connection with the program, or any agreements, entered into pursuant hereto, may at the discretion of the Distributing Agency, be disqualified from further participation in any distribution program. Disqualification shall not prevent the Distributing Agency from taking other action through available means, when considered necessary, including prosecution under applicable laws.

22. Upon approval by the Distributing Agency this application and agreement will remain in force until terminated by either agency.

23. In the event of a declared disaster, the Recipient Agency will make all donated foods available to the Distributing Agency for use in emergency feeding.

24. Further processed commodity foods-The Distributing Agency may, from time to time, enter into agreements with commercial firms, hereinafter called Processors, to furnish them certain donated foods to incorporate into their products for the purposes of delivering their products to Recipient Agencies at a savings of the value of donated food utilized. The Processors have agreed that all donated food incorporated in their products will be furnished at no cost to the Recipient Agencies and that the value of all donated food will be reflected as a credit in the net cost to the Recipient Agencies. The Distributing Agency will provide periodic lists of approved Processors, products available, and price schedules. All orders or sales are subject to approval by the Processors, based upon availability of donated food.

This agreement expires June 30 of each year.

_____

Print name of Agency Director or Executive Board Member Title

_____

Signature of Agency Director or Executive Board Member Date

FOR FOOD DISTRIBUTION USE ONLY

ARKANSAS DEPARTMENT OF AGRICULTURE

_____ _____

Program Manager **Date**

File (1) Copy - Retain for (5) years

RETURN TO EMAIL: agri.commodities@arkansas.gov

ARKANSAS DEPARTMENT OF AGRICULTURE
SUMMER FOOD SERVICE PROGRAM APPLICATION AND AGREEMENT

SCHEDULE A

To complete this form list each facility that will be participating in the Summer Food Service Program, the address where food will be served, expected number of meals served each day –maximum 2 meals per day; breakfast, lunch, or dinner, the date the program begins and the date the program closes, and the expected number of children to attend each day.

NAME OF EACH FACILITY PARTICIPATING IN SUMMER FOOD SERVICE PROGRAM	PHYSICAL ADDRESS OF EACH FACILITY	AVERAGE DAILY NUMBER OF LUNCHES SERVED	PROGRAM OPENING DATE	PROGRAM CLOSING DATE	AVERAGE DAILY ATTENDANCE	*FOOD DISTRIBUTION USE ONLY* *TOTAL MEALS*

For FOOD DISTRIBUTION INTERNAL USE ONLY:

Value of Group A Received _____

Value of Group B Received _____

Value of Bonus Received _____