ARKANSAS DEPARTMENT OF AGRICULTURE
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agriculture.arkansas.gov
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Sarah Huckabee Sanders
Governor
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Secretary of Agriculture
agri.commodities@arkansas.gov

2024 - 2028

FOOD AND NUTRITION DIVISION - FOOD DISTRIBUTION
SUB - AGENT AGREEMENT FOR RECEIPT & DISTRIBUTION OF USDA FOODS

School District/Agency Name _____ Recipient Agency # _____

County _____ Sub-Agent #_____

Herein referred to as Sub-Agent, agrees to accept the responsibility for the distribution of any USDA food delivered to the Sub-Agent by the Arkansas Department of Agriculture, Food and Nutrition Division herein referred to as the Distributing Agency, and to provide or cause to be provided proper facilities and arrangements for the acceptance and distribution of such USDA foods, herein referred to as USDA food, under the following minimum terms and requirements.

1. The Sub-Agent shall be charged with the responsibility for the distribution of USDA food including but not limited to his own Recipient Agency. He shall be authorized to sign all documents necessary in the operation of the sub-distribution program.

2. Physical distribution of USDA foods shall be made only to those recipient agencies eligible to receive them and in quantities specified by the Distributing Agency as evidenced by the list furnished by the Distributing Agency.

3. To accept and distribute USDA food in the manner directed by the Distributing Agency.

4. To furnish proper facilities and adequate personnel to receive, handle, store and deliver the USDA food in accordance with instructions issued by the Distributing Agency.

5. The Sub-Agent will obtain true and accurate receipts pertaining to the distribution of the USDA food on forms as directed by the Distributing Agency.

6. If the Sub-Agent collects a fee or levies an assessment against individual recipient agencies to cover unloading charges, storage costs or for other expenditures relating to the distribution of USDA food such operation must have prior approval of the Distributing Agency. The proposed procedure and changes for such service must be submitted with request for approval. In the event approval is granted, Sub-Agent hereby agrees to control funds on a non-profit basis and to use the uniform system of accountability established by the Distributing Agency. Funds collected will be used for essential program operations.

   Is a fee or charge made to recipient agencies for handling USDA food? □ YES □ NO
   If yes, a complete outline shall be submitted with this application showing the proposed charges and the method of disbursement.

7. The Sub-Agent assumes full responsibility for carrying out the terms and conditions of this agreement and instructions of the Distributing Agency and will reimburse the Distributing Agency for any loss, spoilage, improper distribution or misappropriation of USDA foods, provided however, said loss or spoilage is due to neglect on part of the Sub-Agent or his employees in providing proper storage, care or handling. If USDA food is lost or damaged while in the hands of a warehouseman, carrier or other person to the account of the Sub-Agent, the Sub-Agent shall take prompt action necessary to obtain restitution.

8. Records maintained in connection with the program shall be retained for a period of five (5) years after the end of the fiscal year to which they pertain.

9. The Sub-Agent will furnish any required reports to the Distributing Agency on request.

10. That representatives of the Distributing Agency and the United States Department of Agriculture may make inspection at any reasonable time of the USDA foods in storage or of the facilities or warehouse used in the handling or storage of USDA food or of any records maintained by the Agency pertaining to distribution of USDA food.

11. Damaged or out-of-conditioned USDA food must be inspected by local, or state health authorities and copies of destruction reports will be promptly furnished to the Distributing Agency.

12. If the Sub-Agent fails to comply with the provisions of this agreement or any instructions issued in connection with the program or any agreements entered pursuant hereto, he may, at the discretion of the Distributing Agency, be disqualified from taking other action through available means when considered necessary, including prosecution under applicable laws.

13. Either party may terminate this agreement at any time by notice in writing, and the Distributing Agency may repossess, without charge or assessment, all USDA food on hand at the sub-distributing point on the date of such termination.

14. Except as otherwise provided herein, this Agreement will continue in effect until such time as Sub-Agent may resign or be replaced. When such action occurs, a new Agreement must be completed between the new Sub-Agent and the Distributing Agency.

15. 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), the Americans with Disability Act of 1990 (P.L.101-336), 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 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, 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, Sub-Agent agrees to compile data, maintain records and submit reports 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 Division, 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 behalf of the program applicant for the period of July 1, 2023 - June 30, 2028.

_____	X _____	
Superintendent/Agency Director Print Name	**Signature**	**Date**
_____	X _____	
Child Nutrition Director/Manager Print Name	**Signature**	**Date**

CONTACT INFORMATION:

Superintendent/Agency Director _____

Superintendent/Agency Director Phone Number_____ Fax Number_____

Superintendent/ Agency Director E-mail Address _____

Emergency After Hours Contact Number _____

Child Nutrition Director/Manager_____

Child Nutrition Phone Number_____ Fax Number _____

Child Nutrition E-mail Address _____

Emergency After Hours Contact Number _____

USDA Dry Food Delivery Address_____

_____

USDA Frozen Food Delivery Address _____

_____

USDA Food Storage Address(s) _____

_____

_____

_____

File (1) Copy - Retain for (5) years. Return
Original to: agri.commodities@arkansas.gov
Arkansas Department of Agriculture
Food and Nutrition Division
Food Distribution Unit
1 Natural Resources Dr.
Little Rock, AR 72205