

**USDA COMMODITY AGREEMENT BETWEEN
A SUB-OUTLET DISTRIBUTION AGENCY
and
FOOD BANK OF NORTH ALABAMA**

Food Bank & Soup Kitchen Program

Name of Sub-Outlet Distribution Agency

Street Address

Mailing Address

City

State

Zip Code

Telephone

Fax

Contact Name

Title of Contact

Emergency Contact Cell Phone

Email

Area to be served (city/county/etc):

Number of Households expected to be served:

[The Sub-Outlet Distribution Agency, excluding church sponsored agencies, must be a non-profit, tax exempt organization and a copy of the Agency's IRS letter of tax exemption must be on file with Food Bank of North Alabama. Churches must have a letter on file with the Food Bank of North Alabama stating that the agency is a church.]

Local health department approval (is) (is not) required for operation of the food distribution site(s). If local health department approval is required, then the SDA (does) (does not) have such approval.

In order to effectuate the purpose of implementing the Hunger Prevention Act of 1987 (PL 100-435), Food Bank of North Alabama, hereinafter referred to as the FOOD BANK, and the Sub-Outlet Distribution Agency, hereinafter referred to as the SDA, whose name and address appear above agree as follows:

The Food Bank agrees to distribute to eligible SDAs food items in accordance with the Regulations set forth by the United States Department of Agriculture (USDA) at 7 CFR, and the Alabama Department of Education. The Food Bank agrees to provide clean, sanitary, and secure warehouse space for temporary storage of the USDA commodities. The SDA agrees to pay a shared maintenance fee up to but not to exceed the current Feeding America shared maintenance ceiling per pound to help defray the Food Bank's cost of handling the USDA commodities.

The SDA agrees to comply with all provisions of this agreement, regulations, and amendments hereto, and any instructions, policies or procedures issued in connection therewith. Specifically, the SDA agrees to conform to the following requirements:

1. Accept only the amounts of commodities that can be used without waste.
2. Provide adequate facilities for the handling, storage, and distribution of commodities and properly safeguard the commodities against theft, spoilage, or other loss. Donated foods shall not be sold, exchanged, or otherwise disposed of without the approval of the Food Bank.
3. Not charge any individuals for food distributed.
4. Each SDA site must maintain a record of: (1) the names and addresses of all persons or households receiving USDA foods; (2) the type of documentation used to determine need (income eligibility); (3) the date the food was distributed; and (4) signature of person receiving the food. Keeping records of household size is encouraged.
5. Maintain accurate and complete records to document the receipt, disposal, and inventory of commodities, as instructed by the Food Bank.
6. Retain all records for a period of four (4) years from the end of the federal fiscal year (Oct. 1 through Sept. 30) to which they pertain, or if applicable, until any audit exceptions are resolved.
7. Permit representatives of the Alabama Department of Education, or the USDA, or the Food Bank to inspect donated foods in storage, or the facilities used in the handling or storage of such donated foods, and to review or audit all records, including financial records, at any reasonable time.
8. Submit all reports required by the Food Bank. Failure to file timely reports may be basis for cancellation of the agreement.
9. Report promptly all instances of lost commodities to the Food Bank. Lost commodities are those which, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been delivered to or to be available in good condition for delivery to needy persons or households for whom they were donated by the USDA. Commodities may be lost through theft; damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use or other similar causes.
10. Distribute food only to households whose eligibility is determined in accordance with the State Eligibility Criteria listed on **Attachment A**.
11. Distribution rates for distributing USDA foods to households will be determined by the SDA based on quantities of foods available and participation data. Distribution rates will be required to meet the needs of participants who normally receive their allotment at their designated SDA site. Every effort will be made by the SDA to insure that each household receives an equitable allotment of USDA food.
12. The SDA will give priority to the homeless.
13. The SDA agrees to provide such information as may be required and to cooperate to the extent necessary to sustain an effective food distribution program.

14. The SDA agrees to operate its donated food program in compliance with all applicable State and Federal laws and all rules and regulations, and policies established by the USDA, the State Department of Education, and the Food Bank.
15. The SDA accepts full responsibility for compliance with the provisions of this agreement including potential liability for any commodities lost through negligence or improper distribution.
16. The Food Bank may distribute food to needy households at its site(s) or the Food Bank may distribute through other organizations called Sub-Outlets which in turn distribute to needy households through its site(s). Sub-Outlets or sites may not be added without prior approval of the State Department of Education. A copy of this agreement between the Food Bank and the SDA must be on file at the Food Bank.
17. Attachments A&B as updated and amended shall become part of this agreement.
18. Civil Rights Assurance: The Food Bank or, where applicable, the SDA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-351), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (PL 93-112), Age Discrimination Act of 1975 (PL 94-135) all requirements imposed by the regulations of the U.S. Department of Agriculture (7 and CFR, Part 15), U.S. Department of Justice (28 CFR, Parts 42 and 50), and FNS directives and regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, disability, age, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

"The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)"

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U. S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S. W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer."

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 and interest in such property or the furnishings of services without consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such a sale, lease or furnishing of services to the recipient, or any improvement made with Federal financial assistance extended to the program applicant by USDA. This includes any federal agreement, arrangement, or other contract with has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental food

service equipment or any other financial assistance extends in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Food Bank or, where applicable, the SDA 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 USDA Food and Nutrition, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Food Bank or, where applicable, the SDA, its successors, transferees, and person(s) whose signature(s) appear below are authorized to sign this assurance on behalf of the program applicant.

- 19. The SDA agrees to notify the Food Bank within seven days when there is a change in the physical location of the food storage/distribution program and /or key personnel who either direct the SDA or administer its food distribution program. This agreement must be renewed and signed again by new personnel.**
- 20. The SDA must review and agree to comply with the provisions of the Alabama Immigration Law in the Attachment C entitled, "ALABAMA IMMIGRATION LAW COMPLIANCE."**
- 21. Effective period of Agreement:** This Agreement shall become effective upon the date of receipt of the signed document at the Food Bank and shall remain in effect until terminated by either party. The agreement may be terminated upon 30 days written notice on the part of either party hereto, and the Food Bank may terminate this agreement immediately upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the SDA. Any termination of the agreement by the Food Bank shall be in accordance with applicable laws, regulations, and policies. Upon any termination, the SDA agrees to comply with instructions of the Food Bank in regard to transfer of all donated commodities remaining in its possession or control.

Sub-Outlet Distribution Agency

Food Bank of North Alabama

Signature of Authorized Agent

Signature of Authorized Agent

Title

Title

Date

Date

Authorized agents of the Sub-outlet Distribution Agency should check the appropriate boxes below and initial. To complete your application, these two documents must be included with your application.

☐ _____ (initial) Sub-Outlet Distribution Agency has attached its E-Verify Program for Employment Verification and Memorandum for Understanding

☐ _____ (initial) Sub-Outlet Distribution Agency has attached its Affidavit of Alabama Immigration Compliance by a Contractor of Food Bank of North Alabama form

ATTACHMENT C:

ALABAMA IMMIGRATION LAW COMPLIANCE: Sub-Outlet Distribution Agency agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the Form I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama.

Without limiting the foregoing, Sub-Outlet Distribution Agency shall not knowingly employ, hire for employment, or continue to employ any unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Sub-Outlet Distribution Agency's hiring practices to execute an affidavit to this effect on the form supplied by the FBNA and return same to the FBNA.

Sub-Outlet Distribution Agency shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum for Understanding and such other documentation as the FBNA may require to confirm Sub-Outlet Distribution Agency's enrollment in the E-Verify Program.

Sub-Outlet Distribution Agency agrees not to knowingly allow any of its sub-contractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph.

If Sub-Outlet Distribution Agency received *actual knowledge* of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the FBNA and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

Sub-Outlet Distribution Agency shall require each of its sub-contractors, or other parties with whom it has a contract, to act in a similar fashion. If Sub-Outlet Distribution Agency violates any term of this provision, this agreement will be subject to immediate termination by FBNA.

To the fullest extent permitted by law, Sub-Outlet Distribution Agency shall defend, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Sub-Outlet Distribution Agency's failure to fulfill its obligations contained in this paragraph.