



**FOOD for Lane County  
USDA SUB-DISTRIBUTION  
AGENCY AGREEMENT**



Whereas, Feeding America (hereinafter referred to as "FA"), Oregon Food Bank (hereinafter referred to as "OFB") and FOOD for Lane County (hereinafter referred to as "FFLC") have offered to provide and supply certain USDA foods to \_\_\_\_\_, (hereinafter referred to as "Partner Agency"), and the Partner Agency agrees to accept USDA foods for distribution, therefore the Partner Agency agrees to adhere to the program requirements described in the USDA EFB Policies and Procedures Manual and following terms and conditions:

- 1) Designated Representative  
Partner Agency will designate a representative, who will be charged with the responsibility for the proper management and distribution of commodities received. (S)he will be authorized to sign, on behalf of the agency, requests for commodities, reports, or other documents necessary in the USDA-TEFAP Emergency Food Box Program. The name of this designated representative shall be kept on file at FFLC and OFB.
- 2) Use of USDA Commodities  
USDA commodities received under this agreement will be distributed only for household consumption as a component of a nutritionally adequate emergency supply of food for eligible persons. USDA commodities will be provided to the Partner Agency at no charge and under no circumstances will the agency sell or exchange the commodities for money, materials, or services.
- 3) Non-Discrimination in Services  
The Partner Agency must comply with all federal and state laws pertaining to non-discrimination. No person shall be excluded from receiving assistance based on their race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military, status as a protected veteran, or other groups protected by law. All informational materials about the Partner Agency must contain a non-discrimination statement.
- 4) Eligibility, Record Keeping and Reporting Requirements  
The Partner Agency will insure that eligibility requirements established by Oregon Housing and Community Services are adhered to and that all required notices, e.g., income guidelines and the "Justice for All" poster are posted. The Partner Agency will comply with USDA recordkeeping requirements, including the retention for at least three years of client/commodity distribution records ("USDA Sign-in Sheet") as provided by FFLC and/or OFB.

- 5) Compliance with Food Storage & Handling Requirements/Verification  
The Partner Agency shall maintain facilities for proper handling and storage of commodities. Representatives of FA, OFB, FFLC, Oregon Housing and Community Services, or the U.S. Department of Agriculture may inspect the commodities in storage or the facilities used by the Partner Agency at any reasonable time.
- 6) Reporting Shortage, Loss or Damage  
The Partner Agency agrees to investigate promptly any shortage, loss or damage to commodities and to report the facts relating to each case promptly to FFLC. The Partner Agency may be required to make restitution for any losses of commodities due to its negligence.
- 7) Inspection of Records  
Representatives of FA, OFB, FFLC, Housing and Community Services or the U.S. Department of Agriculture may inspect all storage facilities and recordkeeping related to the USDA program.
- 8) Termination  
The Partner Agency may terminate this agreement for any reason by giving 30 days written notice to FFLC. FFLC or OFB may terminate this agreement upon giving written notice that the Partner Agency has materially failed to comply with the conditions of this agreement. The written notice shall specify the reasons for the termination together with the effective date of termination. Subject to such notice of termination or cancellation of the agreement, the Partner Agency agrees to comply with the instructions of the Regional Coordinating Agency (FFLC) to return inventories of commodities in its possession or control and to transmit such reports as are required for final disposition of such inventories. The Partner Agency will be held accountable for any losses that occur prior to the date of cancellation, which may be revealed in a final closing audit of the Partner Agency's operations.

Termination of this agreement may be made for non-compliance with Title VI of the Civil Rights Act of 1964. Termination of agreement shall be in accordance with applicable laws and regulations.

As the authorized representative of \_\_\_\_\_ (Partner Agency name), \_\_\_\_\_ I have read and understand this agreement and agree to handle USDA commodities in accordance with its provisions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed \_\_\_\_\_  
Partner Agency Director/Manager Title  
\_\_\_\_\_  
Printed Name Date

Signed \_\_\_\_\_  
FFLC Authorized Signature Title  
\_\_\_\_\_  
Printed Name Date

Designated TEFAP/Partner Agency Representative for the Partner Agency (if different from above):

Printed Name:

Signature: