

**UNFILED COPY**

JUL 30 1995

INST # 006053  
RECORDING FEE No Fee  
AUDITOR FEE \_\_\_\_\_

JUN 12 1996  
FILED FOR RECORD  
POLK COUNTY, IOWA

**SUPPLEMENTAL FOOD PROGRAM SERVICE AGREEMENT  
BETWEEN POLK COUNTY  
AND MADISON COUNTY**

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TIMOTHY J. BRIEN  
RECORDER

THIS AGREEMENT is made and entered into by and between Madison County and Polk County, both governmental subdivisions of the State of Iowa, pursuant to Chapter 28E of the Code of Iowa (1995).

I. PURPOSE. The purpose of this Agreement is to establish the terms under which Polk County will provide Commodity Supplemental Food Program services to low-income Senior citizens, hereinafter referred to as "participants", residing in Madison County. The Polk County Supplemental Foods office currently distributes, to low-income senior citizens aged sixty (60) and older, monthly packages of commodity food items donated by the United States Department of Agriculture. Pursuant to this Agreement, Polk County will provide a similar service, hereinafter referred to as the "Program", to residents of Madison County.

II. ADMINISTRATION. This Agreement and the services to be provided hereunder will be administered by the director of the Supplemental Foods division of the Polk County Department of Social Services. No new legal or administrative entity is created hereby. The Program will be administered in accordance with regulations of the Iowa Department of Human Services (the "Department") and the United States Department of Agriculture pertaining to commodity supplemental food distribution, and pursuant to a separate contract between Polk County and the Department, also pertaining to commodity supplemental food distribution, of approximately even date herewith. Madison County is aware of the terms of that contract. Other than expendable office supplies, it is not anticipated that either county will acquire any real or personal property for the purpose of carrying out this Agreement. To the extent any such property is acquired it shall be acquired by and at the expense of the County desiring to make use of it and it shall remain property of that County following termination of this Agreement.

III. SERVICES. Polk County will provide Program services as follows:

1. Polk County will coordinate the recruitment, enrollment and orientation of participants from within Madison County. The identification and enrollment of eligible Program applicants will commence on the effective date of this Agreement. Polk County will determine the eligibility of applicants for participation in the Program in accordance with State and Federal regulations. In the event any standard for eligibility is discretionary, Polk County will apply the same standard it applies for determination of Polk County resident eligibility for the comparable Polk

*For Amended Agreement See  
Misc Record LP1-630  
2-6-98*

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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

REC [Signature]  
R.M.F. \$

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County food distribution program. Eligible applicants will be enrolled in the Program in order of application. The initial delivery of food packages to Madison County will occur on the first scheduled delivery date following the enrollment of a minimum of one hundred (100) eligible Madison County applicants. No more than two hundred (200) Madison County residents shall be enrolled and receiving food packages during any calendar month. Once the active participation in Madison County reaches 200, eligible applicants will be placed on a waiting list and enrolled, in order of application, as Program openings become available. Ongoing recruitment of eligible applicants will be used to maintain a waiting list. Should the total of enrolled participants fall below one-hundred-twenty-five (125), the designated representative of the Madison County Board of Supervisors will be notified immediately. Failure of the Program to issue food packages to a minimum of one hundred (100) participants per month is expected to result in termination of this Agreement.

2. Polk County will be responsible for ordering, handling and warehousing all food items used in the operation of the Program and for compliance with state and federal regulations pertaining to that handling and warehousing.
3. Polk County will provide all personnel, supplies and equipment necessary to ensure the delivery of Program food packages to a designated site in Madison County one day per month. The specific day and location will be determined by Program staff in consultation with Madison County human service providers. Policies and procedures regarding participant access to food packages at or off the designated delivery site will be established by Program staff after consultation with the representative of Madison County. Madison County participants may also pick up food packages at the Polk County Supplemental Foods program facility in Des Moines, Iowa any time during the month up to the last working day of each month.
4. Polk County will complete, maintain and submit to the proper recipient all reports and documents required for the operation of the Program in Madison County. To the extent allowed by federal, state and local laws and regulations, employees of Madison County or its agents will have open access to such reports and documents.

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IV. DUTIES OF MADISON COUNTY. Madison County will provide to Program staff information necessary for the establishment of Program operations in Madison County. Such information will include, but not be limited to, population and geographic characteristics and the names and addresses of local agencies which may be working with individuals who are potentially eligible for Program participation. Madison County will also designate a representative whose duties will be to (1) act as a liaison for Madison County with Program staff regarding ongoing Program activities, (2) provide or coordinate the provision of information needed by Program staff for effective implementation of Program activities and (3) process billings and insure that timely payments are issued to Polk County. In addition, Madison County will designate a local agency whose responsibility will be to recruit volunteers needed to distribute commodity foods to those Madison County residents who are homebound and to assist in the distribution of food at the designated site(s) on the scheduled delivery day.

V. CONSIDERATION AND PAYMENT. Madison County will compensate Polk County for distribution of each food package to a Madison County participant at the rate of three dollars (\$3.00) per package, with a minimum payment of three hundred dollars (\$300.00) per calendar month regardless of the number of packages actually distributed. This amount is in addition to any funds which may be received by Polk County from the state or federal governments on account of the Program or participation therein by Madison County residents. Polk County will prepare and submit to the Madison County representative monthly billings listing each participant served during the preceding month. Madison County will pay each invoice amount within thirty (30) days of receipt of the billing.

VI. RELEASE AND LIABILITY. Polk County shall not be responsible to, nor indemnify, Madison County, any Program applicant, participant or other person, or any person claiming through Madison County or as a result of the existence of the Program or this Agreement, on account of any alleged act, omission, negligence, damage or injury purportedly related in some manner to the Program or Polk County's duties or privileges under this Agreement or any food or other commodity purportedly distributable pursuant hereto. Madison County shall indemnify Polk County for any claim or cause of action allegedly resulting from acts or omissions of Madison County in the performance of its express duties hereunder.

VII. TERM AND NOTICES. This Agreement shall become effective following execution by both counties and upon the last to occur of the recording hereof by the County Recorders of Polk and Madison Counties and the filing of this Agreement with the Iowa Secretary of State. This Agreement shall continue in effect through September 30, 1996 unless earlier terminated in accordance with this paragraph. This Agreement shall automatically terminate coincidentally with any final termination or expiration of all commodity supplemental food distribution agreements between Polk

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County and the State of Iowa. It may also be terminated by either Polk County or Madison County upon not less than sixty (60) days prior written notice of termination given to the other County. Notice of Termination and, unless otherwise specified herein, any other notice required or permitted to be given hereunder shall be deemed given when deposited with the U.S. Postal Service, registered or certified, addressed to the Chairperson of the applicable County's Board of Supervisors at the then-current principal administrative office of the County. In anticipation of termination, Polk County shall notify Program participants of the fact and effective date of the termination and that Polk county will not issue food packages pursuant to the Program on or after that effective date.

IN WITNESS THEREOF, Polk County and Madison County have caused this Agreement to be executed in two (2) counterparts, each of which shall be considered an original.

POLK COUNTY, IOWA

MADISON COUNTY, IOWA

By: *J. M. Maw*  
Chair, Board of Supervisors

By: *Dean Lauer*  
Chair, Board of Supervisors

Date: July 23, 1996

Date: 7/9/96

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