

**EMERGENCY FOOD ASSISTANCE PROGRAM
USDA CONTRACT
OCTOBER 1, 2007 TO SEPTEMBER 30, 2008**

1. This contract is entered into by and between the **West Ohio Food Bank** (hereinafter referred to as "Sub Regional Agent"), and the _____ (hereinafter referred to as "Emergency Feeding Organization - EFO").
2. LD agrees to receive donated USDA Commodities (hereinafter "Commodities") from the SRA for the purpose of storing and distributing said Commodities to the eligible population in it's area of the Service Region. LD's area of the Service Region consists of : _____
 - (a) LD further agrees that it shall comply with all storage and distribution requirements outlined in the Regional Plan and Ohio Department of Job & Family Services (ODJFS) Food Programs Manual.
 - (b) LD further agrees that in the performance of this contract, the LD shall not by reason of race, color, religion, sex, sexual preference, age, handicap, national origin, Vietnam-era veteran's status, or ancestry, discriminate against any citizen of this state in the distribution of food commodities.
3. LD agrees to comply with the requirements of 7CFR 250 and 251, and state program rules as established in 5101: 4-50, The ODJFS Food Programs Manual and the Regional Plan which the LD certifies it has read and understands.
4. LD certifies that it is a non-profit organization and certifies that it has a tax exemption under section 501(c)3 of the Internal Revenue Code. LD certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative.
5. LD agrees that it's officers, members and employees of the LD have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract. LD shall periodically inquire of its officers, members and employees concerning such interests.

Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to SRA in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract unless SRA determines that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Bambi Markham, West Ohio Food Bank, 1380 East Kibby Street, P.O. Box 1566, Lima, Ohio, 45802-1566.
6. LD certifies that no funds paid or food given to LD by the SRA through this contract have been or will be used to lobby Congress or the Ohio General Assembly or any federal or state agency in connection with a particular contract, grant, cooperative agreement or loan.
7. LD agrees that it will not promise or give to any SRA employee anything of value that is of such character as to manifest a substantial and/or improper influence upon the employee with respect to his/her duties.
8. LD agrees to maintain records relating to costs and food distributions incurred in the performance of this contract. Records must be maintained for three years after the final disbursement of food or money under the contract or until after completion of an audit which has been initiated before the expiration of three years, whichever is later. LD agrees to make available any such records for audit to the state or federal governments, or to the SRA.
9. Upon thirty days written notice to the other party, either party may terminate this contract, except that SRA may terminate this contract immediately upon discovery of any illegal conduct on the part of the LD.
10. Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, SRA may exercise any administrative, contractual, equitable or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and SRA retains the right to exercise all remedies mentioned herein.
11. LD agrees that in the performance of this contract or in hiring of any employees for the performance work under this contract, the LD shall not by reason of race, color, religion, sex, sexual preference, age, handicap, national origin, Vietnam-era veteran's status, or ancestry, discriminate against any citizen of this

state in the hiring and employment of a person qualified and available to perform the work to which the contract relates.

- a. LD further agrees to hold all subcontractors and persons acting on behalf of LD in the performance of work under this contract, responsible for adhering to the requirements of the paragraph above and shall include the requirements in all subcontracts for work performed under this contract.

- 12. This contract shall be governed, construed and enforced in accordance with the laws of the State of Ohio, the ODJFS Food Programs manual and The Regional Plan. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of the contract shall not be affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.
- 13. This writing, the ODJFS Food Programs manual and the Regional Plan constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by writing, signed by the parties; however, it is agreed that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments.
- 14. All notices which are given pursuant to this contract shall be in writing and shall be valid when transmitted by personal delivery or through public or private postal service.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the Director of the West Ohio Food Bank.

Local Distributor:

Sub Regional Agent:

Signature Date

Signature Date

Print Name

West Ohio Food Bank
123 East Wayne Street
Lima, Ohio 45802

Print Organization Name

Print Organization Street Address

Print Organization City County & Zip Code

Organization Area Code and Phone Number

Organization Federal I.D. Number

Email Address