



## COOKING MATTERS SATELLITE PARTNERSHIP AGREEMENT

This **AGREEMENT** (the “Agreement”) is by and between Operation Food Search, Inc. (“Cooking Matters Lead Partner”) and the City of Columbia, Missouri on behalf of its Department of Public Health and Human Services (“Satellite Partner”).

This Agreement authorizes Satellite Partner to run Share Our Strength’s Cooking Matters program (the “Program”) in the Columbia/Boone County, Missouri region for the period Date agreement signed to April 30, 2017.

Satellite Partner agrees to run the Program, which is defined in the *Cooking Matters Satellite Partner Implementation Guidelines* (the “Guidelines”) under the below terms and conditions.

### DEFINITION OF SUCCESS

The Satellite Partner and the Cooking Matters Lead Partner affirm that they will strive to meet Cooking Matters standards of success.

- Courses serve participants from low-income households.
- Each course has between 8 - 15 regularly attending participants who have not previously taken the same Cooking Matters course
- Eighty-five percent (85%) of participants who start a course graduate; participants must attend at least four out of six classes to be considered graduates.
- Both Cooking Matters and the Satellite Partner fulfill their respective roles and responsibilities as outlined in this document

### ROLES AND RESPONSIBILITIES

#### Cooking Matters Lead Partner Responsibilities:

1. Provide curricula and other program materials necessary to run the Program (as described in the Guidelines).
2. Provide Cooking Matters paperwork including course attendance sheets, participant enrollment forms, participant evaluations and participation waivers.
  - a. Paperwork will be delivered via US Mail for course evaluation and via email for waivers and attendance sheets.

3. Communicate with Satellite Partner in a timely and collaborative manner on coordination and implementation of the Program.
4. Provide training and technical assistance needed to run and expand Program:
  - a. Provide in-person or remote training for Satellite Partner staff and volunteers including all training materials.
  - b. Be available by phone and email to respond to specific needs and concerns and address them as able.
  - c. Provide site visits as needed.
  - d. Assist with the identification of appropriate course sites for the Program.
5. Support the training of culinary and nutrition professionals as volunteer course instructors.
  - a. Provide training and tips on volunteer recruitment on an as needed basis.
  - b. Provide volunteer training materials developed by Share Our Strength, other Cooking Matters Lead Partners, or Operation Food Search.
  - c. Provide volunteer recognition gifts as determined by Share Our Strength.
6. Serve as a liaison with Share Our Strength's Cooking Matters for materials, trainings, evaluation results, questions, and general concerns.
7. Submit Share Our Strength, Cooking Matters Partner, and Satellite Partner information to media covering the Program.

**Satellite Partner Responsibilities:**

1. Provide Cooking Matters courses (courses as defined in the attached Guidelines).
2. Provide Cooking Matters at the Store tours (tours as define in the attached Guidelines).
3. Designate at least one employee to coordinate the Program and serve as the contact person with Cooking Matters staff. This person is Maureen Coy.
4. Communicate with Cooking Matters Lead Partner in a timely and collaborative manner for coordination and implementation of the Program.
  - a. At least one (1) month in advance provide the Cooking Matters Program Satellite Manager with the "New Course Scheduling and Order Form" via email.
5. Take primary responsibility for recruiting and retaining a sufficient number of volunteer instructors to staff all courses and/or tours.
6. Participate fully in the evaluation of Cooking Matters by completing paperwork as requested and administering participant surveys as directed.
  - a. Send "End of Course Reporting Form", attendance sheet, participant waivers, enrollment forms, and evaluations to Cooking Matters Program Satellite Manager within one week of the course ending. Send original copies via US Mail.
7. Ensure Program materials are used properly and report on inventory, as requested.

- a. Only provide Cooking Matters instructor guides to staff or volunteers directly involved with implementing a course.
  - b. Only provide Cooking Matters participant guides and incentive items to Cooking Matters graduates (defined as someone who has attended 4, or more, of 6 classes).
8. Develop and maintain relationships within the culinary and nutrition community in your area to support volunteer and programmatic goals.
  9. Provide Cooking Matters Partner with photographs, quotes or stories from participants or volunteers who have been involved in the program.
    - a. Provide at least two (2) photographs from a Cooking Matters course.
    - b. Provide at least one (1) quote or story from a participant or volunteer who has been involved in the program.
  10. Fully represent the Cooking Matters Lead Partner in all communications and to all media covering the Program, and share any media covering the Program with Cooking Matters Lead Partner.
  11. Pay for program costs as agreed upon with the Cooking Matters Lead Partner.
    - a. Provide funding for all necessary course materials (see attached) except those materials provided by Share Our Strength (instructor and participant guides, graduation certificates and incentive items).
  12. Pay for food costs.
    - a. The Satellite Partner will provide funding for all in-class and take-home food costs.

## **PROMOTION**

Cooking Matters is a national program wholly owned by Share Our Strength. Satellite Partner agrees to describe the Program as a program of Share Our Strength and Cooking Matters Lead Partner on all program and promotional materials, including but not limited to newsletters, fact sheets, annual reports, brochures, press kits, advertisements, publicity material and press releases.

## **SPONSORSHIP**

Walmart is the *sole national sponsor* of Share Our Strength's Cooking Matters. All materials produced by Share Our Strength will recognize their sponsorship. No other sponsors may be integrated into the Cooking Matters logo. To the extent that Satellite obtains any local sponsor, they shall notify Cooking Matters Lead Partner and Share Our Strength in writing. Local sponsors must be clearly defined as such in all program and promotional materials. Local sponsorship recognition plans need to be submitted to Share Our Strength for approval; Share Our Strength will respond within five (5) business days.

## **LICENSE OF INTELLECTUAL PROPERTY**

Share Our Strength owns the copyright for all Cooking Matters curricula and printed materials. All rights in and to such materials shall be held solely by Share Our Strength.

In accordance with a separate Program Agreement with the Cooking Matters Lead Partner, Share Our Strength hereby grants to Satellite Partner a non-exclusive, non-transferable, non-sublicensable, revocable license to use the following Share Our Strength name, logo, and other trademarks, trade names, and service marks: SHARE OUR STRENGTH<sup>®</sup>, U.S. Reg. No. 1,894,313, COOKING MATTERS<sup>™</sup>, SHARE OUR STRENGTH and apple core design<sup>SM</sup>, U.S. Reg. No. 3522092, and COOKING MATTERS, U.S. Serial No. 85148570, and SHOPPING MATTERS, U.S. Serial No. 85160043 (collectively, the "Share Our Strength Marks"), in connection with Cooking Matters and in accordance with this Agreement. Satellite Partner hereby authorizes Share Our Strength to use

Satellite Partner name, logo, and trademark in connection with Cooking Matters and in accordance with this Agreement.

**TERMINATION**

This Agreement shall terminate on April 30, 2017 unless earlier terminated by the Cooking Matters Lead Partner, Satellite Partner, or Share Our Strength only as provided in this Agreement. The Cooking Matters Partner may terminate this Agreement for any material breach of this Agreement by Satellite Partner, provided that Cooking Matters partner gives Satellite Partner written notice of such breach and an opportunity to cure the breach within sixty (60) days of receipt of such notice (to be sent to City of Columbia, Missouri, Department of Public Health and Human Services, P.O. 6015, Columbia, Missouri 65205-6015). Satellite Partner may also terminate this Agreement upon sixty (60) days written notice (to be sent to Operation Food Search 6282 Olive Boulevard, St. Louis, MO 63130). Satellite Partner will return any unused program materials to Cooking Matters Lead Partner within fifteen (15) days of the termination of this Agreement.

**NO WAIVER OF IMMUNITIES**

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

**NATURE OF SATELLITE PARTNER'S OBLIGATIONS**

All obligations of the Satellite Partner under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

**REPRESENTATIONS AND WARRANTIES**

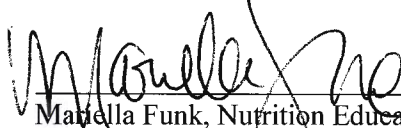
Each party represents and warrants to the other (A) that it has the authority to enter into this Agreement and perform its obligations hereunder in full compliance with all applicable federal, state and local laws and regulations, (B) that this Agreement constitutes a valid, binding and enforceable obligation, and (C) that it is under no disability, restriction or prohibition affecting its ability to execute this Agreement and to perform its obligations hereunder.

This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof. The Agreement may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first above written.

**OPERATION FOOD SEARCH, INC.**

By:   
Marcella Funk, Nutrition Education Manager

Date: 5/23/16

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

### **Cooking Utensil Supply Box**

This box contains the following:

Equipment	Quantity Given
Can Opener	1
Chefs Knives	8 - 10
Grater	1
Ladle	1
Potato Masher	1
Peelers	2-3
Pizza Cuter	1
Serving Spoon	2
Silicone Spatula	2
Spatula	2
Tongs	2
Meat Thermometer	1
Ice cream Scoop	1
Wooden Spoons	2
Whisk	1
Liquid Measure	1
Measuring Cups	2 sets
Measuring Spoons	2 set
Oven Thermometer	1
Rolling Pin	1

### **Cooking Equipment Box**

This box contains the following:

Equipment	Quantity Given
Baking Sheet	2
Large Sauce Pan w/lid	1
Medium Sauce Pan w/Lid	1
Colander	1
9x9 Baking Dish	1
9x13 Baking Dish	1
Skillet (small)	1
Skillet (large)	1
Mixing Bowl (large)	2
Mixing Bowl (medium)	2
Mixing Bowl (small)	2
Cutting Board	4-6
Muffin Tins	2

### **Paper Supply Box**

This box contains the following:

Equipment	Quantity Given
First Aid Kit (15 Band-aids, 1 burn cream)	1 set
Foil	1 pkg
Plastic Wrap	1 pkg
Gloves	1 pkg
Grocery Bags	45
Napkins	1 pkg
Oven mitts	2
Paper Towels	1 roll
Plastic Bags (large)	30
Plastic Bags (small)	20
Reusable Plastic Cups	15-18
Reusable Plates and Bowls	15 each
Utensils (forks, knives, spoons)	90 each
Bleach and Bucket	1 each
Toothpicks	1 box

### **Dry Ingredient/Spice Box**

This box contains the following:

Spices	Quantity Given
Baking Powder	1
Baking Soda	1
Basil	1
Brown Sugar	3 cups
Canola Oil	1
Cayenne Pepper	1
Chili Powder	1
Cinnamon	1
Cooking Spray	1
Crushed Red Pepper	1
Cumin	1
Flour (White)	5 cups
Garlic Powder	1
Nutmeg	1
Oatmeal	1 can
Oregano	1
Paprika	1
Peanut Butter	1 jar
Pepper	1
Rosemary	1
Salt	1
Thyme	1
Vanilla	1 jar
White Sugar	3 cups