



COOKING MATTERS SATELLITE PARTNERSHIP AGREEMENT

This **AGREEMENT** (the “Agreement”) is by and between **Operation Food Search** (“Cooking Matters Partner”) and the City of Columbia (“Satellite Partner”) and is entered into on the date of the last signatory noted below

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

This Agreement authorizes Satellite Partner to run Cooking Matters by Share Our Strength (the “Program”) in the City of Columbia, County of Boone, **state of Missouri** for the period from the Effective Date of the Agreement to **July 30, 2020**.

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

DEFINITION OF SUCCESS

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

- Courses serve participants from low-income households.
- Each course has between 8-16 regularly attending participants who have not previously taken the same Cooking Matters course
- 85% of participants who start a course graduate; participants must attend at least four out of six classes to be considered graduates of a course.
- Both Cooking Matters and the Satellite Partner fulfill their respective roles and responsibilities as outlined in this document

ROLES AND RESPONSIBILITIES

Cooking Matters Partner Responsibilities:

1. Provide curricula and other program materials necessary to run the Program (as described in the Standards).

2. Provide Cooking Matters paperwork including course attendance sheets, participant enrollment forms, participant evaluations and participation waivers. This will be provided via email only.
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 training for Satellite Partner staff.
 - b. Be available 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 recruitment, training and retention 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.
6. Support Satellite Partner in developing and maintaining relationships within the culinary and nutrition community to support volunteer and programmatic goals through training and consultation.
7. Serve as a liaison with Cooking Matters by Share Our Strength for materials, trainings, evaluation, questions, and general concerns.
8. Provide Share Our Strength, Cooking Matters Partner, and Satellite Partner information to media covering the Program.
9. Pay for program costs as agreed upon with the Satellite Partner. (Funding provided in the form of an online Walmart gift card. \$400 for food items only provided for Adults, Parents, Families, Child Care Professional Classes and \$200 provided for Kids and Teens classes). Satellite partner agrees to follow guidelines for submitting receipts, as outlined in the satellite protocols document.

Satellite Partner Responsibilities:

1. Provide 2 Cooking Matters courses per year.
2. Provide 2 Cooking Matters at the Store tours per year.
3. Designate at least one employee to coordinate the Program and serve as the contact person with Cooking Matters staff.
4. Communicate with Cooking Matters Partner in a timely and collaborative manner for coordination and implementation of the Program.
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. Submit all paperwork in a timely manner, as outlined in the satellite protocols document.
7. Ensure Program materials are used properly and report on inventory, as requested.
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.
10. Fully represent the Cooking Matters Partner in all communications and to all media covering the Program, and share any media covering the Program with Cooking Matters Partner.
11. Pay for program costs as agreed upon with the Cooking Matters Partner. Provide funding for all course materials needed to implement a successful class except those materials provided by Share Our Strength (instructor guides, participant guides, and graduation certificates) and food as funded by Operation Food Search. Under no circumstances shall the program costs and the funding for the course materials exceed \$1,500. The program costs shall be based upon a rate of \$500 per course and \$250 per tour.

PROMOTION

Cooking Matters is a national campaign wholly owned by Share Our Strength. Partner agrees to describe the campaign as “by Share Our Strength” on all promotional materials, including but not limited to media interviews, newsletters, fact sheets, annual reports, brochures, press kits, advertisements, publicity material and press releases. Cooking Matters logo and style guide can be provided by request.

SPONSORSHIP

Walmart is the *sole national sponsor* of Cooking Matters by Share Our Strength. 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 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.

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 Partnership Agreement with the Cooking Matters 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[®], (U.S. Reg. No. 1894313), COOKING MATTERS[®] (U.S. Reg. No. 4037505), COOKING MATTERS[®] (U.S. Serial No. 4252598), 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 July 30, 2020 unless earlier terminated by the Cooking Matters 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. Satellite Partner may also terminate this Agreement upon sixty (60) days written notice. Satellite Partner will return any unused program materials to Cooking Matters Partner within fifteen (15) days of the termination of this Agreement.

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 can only be amended in writing and duly signed by authorized officers or representatives of the Parties.

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.

GOVERNING LAW AND VENUE

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

[SIGNATURE PAGE FOLLOWS]

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

OPERATION FOOD SEARCH

Carmen Berry

Carmen Berry, MPH, RD, LD
Carmen.Berry@operationfoodsearch.org
Manager of Nutrition Education Programs
[Cooking Matters Partner]

Date: 3/13/2019

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor *NT*

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 11003030 501392 and 11003030 501395, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Janet Frazier, Interim Director of Finance