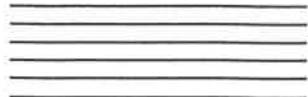

TULSA COUNTY



PURCHASING
DEPARTMENT

MEMO

DATE: January 16, 2019

FROM: Matney M. Ellis
Purchasing Director

TO: Board of County Commissioners

SUBJECT: Letter of Agreement- Community Food Bank of Eastern Oklahoma

Submitted for your approval and execution is the attached Letter of Agreement between the Board of County Commissioners on behalf of the Tulsa County Social Services Department and Community Food Bank of Eastern Oklahoma to seek and develop food and grocery related product donations.

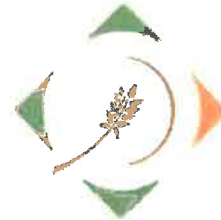
MME / skb

ORIGINAL: Michael Willis, County Clerk, for the January 22, 2019 agenda.

Fighting Hunger, Feeding Hope



Community **FOOD BANK** of Eastern Oklahoma



LETTER OF AGREEMENT

Between

Community Food Bank of Eastern Oklahoma and Tulsa County Social Services, Participating Agency.

The undersigned warrant and agree that the above Participating Agency may receive product from Community Food Bank of Eastern Oklahoma ("CFBEO" or "Food Bank") subject to and in accordance with the following terms, conditions and agreements:

A. The Food Bank warrants and agrees:

1. To seek and develop on behalf of the Participating Agency food and grocery related product donations.
2. To provide and maintain a central warehouse for USDA commodity product storage and distribution.
3. To provide product to the extent available and to provide inventory reports regarding the status of available product to the Participating Agency.
4. To not interfere with the internal affairs of the Participating Agency or contact its present product resources without its permission, except as related to product received from CFBEO.
5. To give priority to programs providing emergency food for home use or on-site meals.
6. To offer technical help in the areas of food safety, storage and distribution.

B. The Participating Agency warrants and agrees:

1. That the Participating Agency's purpose includes working with infants or low income, ill or needy persons.
2. That the agency is established in the community, that it has had an ongoing, documented food program for at least three months (this requirement does not apply to a Food for Kids Backpack or Kids' Cafe program), and that the Food Bank is not the agency's only source of food.
3. That the agency is operating as a private or public, non-profit agency with a tax exempt status
4. That the agency will distribute Food Bank product free of charge and only to individuals and families within its approved geographic service area.
5. That the agency will not transfer any Food Bank product to another program, within or without their jurisdiction, without written permission from CFBEO.
6. To inform CFBEO immediately of any known misuse of product, i.e. theft or sale of donated product.

7. That the agency's food assistance program is not located in a for-profit business or a private residence.
8. To designate authorized persons to receive product from the Food Bank and notify the Food Bank as changes occur.
9. To provide adequate transportation and personnel to pick up and load the agency's product at the Food Bank warehouse or Rural Delivery Service (RDS) location. This includes but is not limited to maintaining proper temperatures for refrigerated and frozen product and safely securing the load prior to transport.
10. To ensure that this institution does not discriminate in the provision of service against any person on the bases of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
11. That if eligible to distribute USDA commodities, to do so only to eligible low income individuals in accordance with current USDA guidelines and to follow all USDA regulations.
12. To maintain appropriate assistance records/intake forms on file for four years.
13. To complete and submit the online monthly report form for each program as required by the Food Bank.
14. To maintain responsible inventory control ensuring first in, first out (FIFO) following Food Bank guidelines for storage.
15. To ensure that products received from the Food Bank are not sold, are not used to raise money, are not traded, transferred, or bartered for any other goods or services, are used only to carry out the stated purpose of the agency.
16. To meet any restrictions or stipulations placed on the product by law or by the donor.
17. To verify and countersign each Food Bank invoice when products are brought to the site.
18. To maintain Food Bank invoices on file for four years.
19. To maintain safe and proper handling of food product which conforms to all local, state and Federal regulations and adequate storage in an area clearly designated for food assistance products.
20. To maintain up-to-date food safety training for at least one current staff member or current volunteer affiliated with the Participating Agency.
21. To notify CFBEO immediately of any pertinent changes in the agency's operation.
22. To allow a biennial review of the facility and program by CFBEO staff, and any other visit as deemed necessary by the Food Bank.
23. To inspect product upon receipt, verifying it is fit for human consumption and use.
24. To adhere to the *Specific Guidelines Related to Use of Community Food Bank of Eastern Oklahoma Product*, attached to this Agreement.

C. CFBEO and the Participating Agency further agree that:

1. The product is accepted "as is."
2. CFBEO, Feeding America and the original donor expressly disclaim any implied warranties of the marketability or fitness of the product for a particular use.
3. There have been no express warranties in relation to the gift of the product.
4. The Participating Agency releases the original donor, Feeding America and CFBEO from any liability resulting from the condition of the donated product.
5. The Participating Agency releases CFBEO, its director, employees, agents, Board of Directors, predecessors, successors, assigns, representatives, attorneys, subsidiaries and affiliates; and all persons acting by, through or in connection with any of them from any and all claims, liabilities, damages, losses, demands and actions of any nature whatsoever arising out of the Participating Agency's staff and/or volunteer involvement in Food Bank related duties. Such release extends to any injury, damage, loss or liability incurred by the individual while engaged in related duties, whether occurring on or off the premises owned or operated by the Food Bank.
6. Gross negligence or misuse of the product by the Participating Agency could result in a claim against the Participating Agency.

Board of County Commissioners on behalf of
Tulsa County Social Services
Participating Agency

Signature of Legally Authorized Agent

Printed Name

Title

Mailing Address Street or P.O.

City State Zip

Date

Community Food Bank of Eastern Oklahoma

Signature of CFBEO Executive Director

Eileen Ryan Bradshaw

Printed Name

Date

Approved as to form:

Nolan M. Fields IV

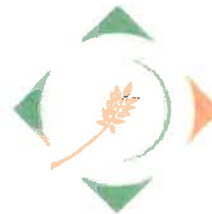
Asst. Dist. Atty.

1-15-19

Fighting Hunger, Feeding Hope



Community **FOOD BANK** of Eastern Oklahoma



Specific Guidelines

Related to Use of Community Food Bank of Eastern Oklahoma Product

1. Programs may use non-food products for administrative upkeep or operational maintenance, including containers used to pack or repack donated product for distribution (i.e. plastic bags or containers, paper sacks).
2. Programs may not use food items for snacks for on-site consumption by food program staff or volunteers while they are active in the food distribution program, as this could be construed as compensation.
3. Programs may not use food items for refreshments for business meetings, for fund raising events, for prizes or to thank volunteers for their work. Under no circumstances should volunteers or staff be given non-food or food products in exchange for services.
4. Programs may provide take-home donated products to needy volunteers or staff (VISTA, PITC, etc.) whose income leaves them legitimately "needy" only if the program has a pantry component. Needy volunteers and staff should be served under the same guidelines as other recipients (i.e. intake forms, number of times served, amount of food).
5. Programs may taste unfamiliar products and may test products for fitness and to determine new ways in which they can be used. Generally only one or two people should be assigned that responsibility. Programs must keep separate records of product used for tasting and testing, and must document results as well as who handled the process.
6. Programs may distribute product to victims of disaster and labor disputes under the same guidelines as other recipients of their program once they are determined "needy".
7. Programs may offer religious activities with their food-related services to individuals; however, such activities may not be discriminatory, burdensome or oppressive to the client. Programs may not require attendance at religious activities as a condition for service.
8. Programs may assess a client fee for other services that are provided over and above the distribution of food. All contributions to the food program must be truly voluntary and can be made in a completely anonymous way. All eligible clients are to be served with or without a contribution.

I have read the "**Specific Guidelines Related to Use of Community Food Bank of Eastern Oklahoma Product**" and agree to adhere to the terms outlined above.

Board of County Commissioners on behalf of
Tulsa County Social Services

Participating Agency

Signature of Legally Authorized Agent

Date

Approved as to form:

Printed Name of Legally Authorized Agent

Revised 11/2018

Asst. Dist. Atty.

Nolan M. Fields IV

1-15-19