



Letter of Agreement

Between

Food Bank of Eastern Oklahoma and Sapulpa Middle School, Participating Program

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

FBEO warrants and agrees:

- To seek and develop, on behalf of the Participating Program, food and grocery-related product donations.
- To provide and maintain a central warehouse for product storage and distribution.
- To provide product to the extent available and to provide inventory reports regarding the status of available product.
- To give priority to programs providing emergency food for home use or on-site meals.
- To maintain regular communication with the Participating Program related to program and/or operational matters.
- To offer technical help in the areas of food safety, storage and distribution and neighbor experience.

The Participating Program warrants and agrees:

1. To receive, store, transfer, use, and handle Product safely and properly in accordance with applicable law.
2. To comply with the policies, procedures, and recordkeeping requirements of FBEO as described in this agreement and any accompanying program guidelines.
3. To not engage in discrimination in the provision of service against any person because 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 or as otherwise prohibited under the current USDA nondiscrimination statement.
4. To allow regular Food Bank monitoring visits for all locations storing Product.
5. To maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, and/or an infant, such as using self-declarations of need or other intake processes.
6. To keep the signed Letter of Agreement(s), and intake forms (if applicable) on file for a minimum of four years.
7. If applicable, to maintain a procedure verifying background check requirements are met by ensuring all individuals with direct, repetitive and/or unsupervised contact with children have passed required background checks.
8. To submit an online monthly report for each program as required by FBEO (*Service Insights on Meal Connect* users are exempt from this requirement unless required by additional program(s)).
9. To take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security.
10. To not engage in Sub-Distribution of Product received from FBEO to other groups or organizations outside of the scope of this program agreement without written permission from FBEO.

11. To maintain up-to-date food safety training for at least one current staff member or current volunteer affiliated with the Participating Program.
12. To maintain adequate refrigeration, storage equipment, space, and inventory control practices to ensure the wholesomeness of food until prepared, served, or distributed, including the following:
 - a. Ensuring First In, First Out (FIFO) guidelines for storage.
 - b. Storing food at least 6" off the ground in a cool, dry area protected from the danger of freezing and/or pests.
 - c. Keeping thermometers in every cooler and freezer and maintaining temperature logs.
13. To transport Products in a manner that prevents contamination and adulteration, including, without limitation, the following requirements:
 - a. Temperature Controlled for Safety (TCS) foods must be staged, transported, and held at temperatures appropriate to the relevant food items (e.g., safe temperatures for hot or cold TCS foods).
 - b. When transporting TCS foods, Participating Program must use a visible active temperature retention system (e.g., refrigerated vehicle) or a passive temperature retention system (e.g., insulated coolers or bags, thermal blankets, cambros, etc.) for the safe transport of hot or cold food.
 - c. All vehicles used for transporting Product must have clean food storage areas and be maintained to prevent contamination or adulteration of the transported Product.
14. To designate authorized persons to receive and respond to all communications from FBEO and to notify FBEO as personnel or operational changes occur.
15. To designate authorized persons to receive and inspect Product from FBEO and immediately inform FBEO of any product complaint, defect, or known misuse of Product (i.e., theft or sale).
16. To ensure that any regular staff or volunteers who have direct, repetitive, and/or unsupervised contact with children have passed a background check and keep documentation on file.
17. To adhere to FBEO's Partnership Recognition Guidelines, available on FBEO's website, when choosing to recognize its FBEO partnership through media releases and material displays.
18. To express concerns or appeal any decision made by FBEO personnel in writing to the attention of FBEO's Vice President of Community Impact and/or the Chief Impact Officer.
19. To hold harmless and indemnify the original donor, FBEO, and Feeding America from any claims or obligations arising from Donated Product, or conditions at Participating Program locations, per applicable law.
20. To release FBEO, 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 Program'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. The Participating Program shall have no obligation to release FBEO hereunder to the extent such claim, liability, damage, loss, or demand arises out of gross negligence of FBEO.

The Participating Program will not:

- Use any non-food Donated Product in their operations or upkeep.
- Use any Donated Product for business meetings, including, without limitation, committee meetings and other functions where business is conducted relating to Participating Program.
- Use Donated Product in connection with fundraisers or events.
- Consume any Donated Product (food or non-food), including consumption of beverages by volunteers when carrying out assigned duties.
- Use Donated Product to compensate or provide incentives to staff or volunteers.
- Trade, sell, or barter Donated Product.
- Charge clients/recipients any fees or require participation in religious events for Donated Product.
- Sell or use Donated Product to raise money, nor trade, transfer, or barter Donated Product for any other goods or services.

By signing below, FBEO and the Participating Program agree to abide by all policies and procedures outlined in the Letter of Agreement. Failure by either party to comply with the terms of the Letter of Agreement may result in immediate suspension or termination of this agreement, including an immediate loss of rights and benefits of partnership such as access to Product and/or other services. This agreement shall become effective on 09/03/2026 (date) and shall continue until terminated by either party, at their own discretion, through the provision of a written notice.

Printed Name of Participating Program CEO or Director

Joy Ferrin

Printed Name of FBEO's Chief Impact Officer

Signature of Participating Program CEO or Director

Signature of FBEO's Chief Impact Officer

Date

Date