

**AGREEMENT  
BY AND BETWEEN  
OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND  
FORESTRY  
AND  
THE MADE IN OKLAHOMA COALITION, INC.**

This Agreement by and between the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF) and the Made in Oklahoma Coalition, Inc. (MIOC) is accepted by both ODAFF and the MIOC for the purpose of promoting Oklahoma food brand awareness, trade and consumer loyalty for Oklahoma food products through cooperative marketing activities which will enhance sales to retail and food service outlets, and promote business retention and expansion in Oklahoma. Title 2, Section 5-1.1 of the Oklahoma Statutes authorizes ODAFF to enter into this Agreement for the purpose of providing assistance or services to agribusiness and other public service entities as approved by the State Board of Agriculture.

**NAME OF PROJECT**

Made in Oklahoma Promotion

**AGREEMENT**

This Agreement shall not exceed a total of \$243,325.00 in state appropriated funds, unless otherwise increased or decreased. The funds shall be payable based upon properly submitted invoices for four quarterly installments of \$60,831.25. MIOC shall submit quarterly reports describing the status of the Project, as well as, a final report describing the status of the Project, a listing of expenditures, and activities for the term of the Agreement. All reports, invoices, and correspondence regarding this Agreement shall include the purchase order number for the benefit of all parties. This Agreement is a fixed price contract.

**DURATION**

This Agreement shall be valid and in effect only after it is signed, dated, and a purchase order issued (Effective Date) and shall conclude June 30, 2018. MOIC shall make no expenditures pursuant to this Agreement until after receiving a copy of the purchase order, and all invoices for monies pursuant to this Agreement shall contain only expenditures occurring during the term of this Agreement.

## **TERMINATION AND AMENDMENTS**

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by ODAFF and MIOC. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party. Early termination of this Agreement shall require an amendment to this Agreement and may require reimbursement up to the Agreement amount. During the effective term of this Agreement, should funding be reduced or limited, ODAFF may limit or reduce the monies available pursuant to this Agreement via issuance of a change order. This Agreement may be renewed for three (3) additional years at the same terms and conditions.

## **MIOC AGREES**

- I. To establish a marketing program for the purpose of promoting food brand awareness, trade and consumer loyalty for Oklahoma food products through a variety of cooperative marketing activities. The desired intent of the promotion shall be that of increasing sales to retail and foodservice outlets and the promotion of business retention and expansion in Oklahoma. The MIOC shall work in conjunction with the ODAFF Market Development staff as may be appropriate to achieve the goals and purposes of this project.
- II. To provide ODAFF quarterly status reports as well as a final report at the end of the Agreement period to include budget, expenditures, financial statement, and accomplishments of the MIOC demonstrating the effectiveness of the program. The final report shall include an itemized accounting of expenditures, and shall clearly delineate between public funds expended and matching private funds. This report shall be submitted to ODAFF no later than sixty (60) days after the conclusion of the Agreement.
- III. State issued funds shall be used for the creation and design of a marketing awareness campaign that encompasses a variety of formats, including but not limited to the development of radio and television advertisements, point of purchase materials, shelf talkers, and other promotional literature designed to enhance consumer awareness of Made in Oklahoma food products at retail and food service establishments. Matching private funds shall be expended within the context of the marketing awareness campaign and shall be used to identify company-specific products.
- IV. To provide an itemized list detailing the advertising activities pursued by MIOC. MIOC will also provide samples of print or display advertising when it is practical to do so.
- V. To allow the State Auditor or any auditor specified by ODAFF to conduct an examination or audit of MIOC expenditures. All records relating to the MIOC expenditures shall be made available when requested by any authorized representative of ODAFF. The term "records" includes books, documents, accounting procedures and practices, claims, and other data regardless of type whether in written form, computer data, or in any other form filed or produced under this Agreement.
- VI. To retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit,

litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, the records shall be maintained for two (2) years from the date that all issues arising out of the action are resolved.

- VII. To refund to the ODAFF any monies improperly used as determined by any audit.
- VIII. That all federal regulations and state rules, statutes, circulars, etc., which have any bearing on this Agreement, shall be complied with to the fullest extent.
- IX. MIOC agrees to indemnify, defend, and hold harmless ODAFF, its officers, directors, employees, members, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses, and damages, including the cost of defense, investigation, and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with ODAFF's performance under this Agreement.

### **ODAFF AGREES**

- I. To provide funding to MIOC in a timely manner upon the receiving of proper invoices up to the full Agreement amount of \$243,325.00 of state funds to support the designated project, unless otherwise increased or decreased by appropriation from the Oklahoma State Legislature.
- II. To assist in the implementation of this project through designated personnel in the Market Development Division.

### **COMPLIANCE**

This Agreement is made expressly subject to applicable law and is to be construed in a manner consistent with applicable laws and regulations. The Parties expressly agree to comply with all of the laws of the United States, the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all statutes, rules, or regulations now existing or that may be promulgated in the future including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

### **SEVERABILITY**

If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement that is not found to be illegal, invalid, or unenforceable shall remain in full force and effect.

AGREED AND EFFECTIVE as of the date of the latter signature below.

08/21/17

Date

George W. Lemmon

For: THE MADE IN OKLAHOMA COALITION, INC.

George W. Lemmon MIO President

Printed Name

Title

9/18/17

Date

Jim Reese

For: OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD & FORESTRY

**Jim Reese**

Secretary of Agriculture

Printed Name

Title