

SB 1383 Food Recovery Agreement Fillable Form

INTRODUCTION

This fillable form agreement was adapted from CalRecycle's Model Food Recovery Agreement. This fillable form was developed to support Commercial Edible Food Generators ("CEFG"), and/or food recovery organizations and food recovery services ("FRO/FRS") that will be entering into new contracts or written agreements or amending existing contracts or written agreements to be in line and comply with SB 1383 and other local ordinances implementing SB 1383.

By establishing a contract or written agreement for food recovery, generators and/or FRO/FRS's can address provisions that support compliance with SB 1383 regulations as well as other provisions related to safe food handling, self-hauling edible food, cost-sharing, recordkeeping, and other needs.

FORM CONSIDERATIONS & TIPS

This fillable form is intended to be customized and used by commercial edible food generators, food recovery organizations, food recovery services, and jurisdictions to assist with SB 1383 or other local ordinance compliance as well as meet their unique edible food recovery needs.

This form is meant to provide a convenient method for CEFGs and FRO/FRSs to meet the food recovery requirements of SB 1383. However, if this form does not meet the needs of the CEFG or FRO/FRS, a modified version of the original template agreement or an agreement produced by the CEFG or FRO/FRS may be used in lieu of this form as long as the requirements of SB 1383 are defined and met through such agreement.

To download a copy of CalRecycle's original, customizable template agreement, visit www.calrecycle.ca.gov/organics/slcp/foodrecovery/donors.

FREE ASSISTANCE

The City of Woodland is available to provide free phone, email, virtual and in-person support to help set up food recovery agreements and/or a system to recover and donate surplus edible food. Please call (530) 661-2059, email recycle@cityofwoodland.org, or visit www.cityofwoodland.org/SB1383 for assistance.

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1 **Food Recovery Agreement**
2 **between the**
3 **Food Recovery Organization/Food Recovery Service (FRO/FRS)**
4 **and**
5 **the Commercial Edible Food Generator (CEFG)**

6 This Agreement ("Agreement") is dated _____ between the Parties to this
7 Agreement, _____ ("FRO/FRS") and,
8 _____ ("CEFG").

9 The CEFG wishes to provide its Edible Food that would otherwise be disposed to
10 FRO/FRS pursuant to the terms of this Agreement.

11 **SECTION 1: ALLOWABLE FOODS**

12 **1.1 FOODS ACCEPTABLE AND/OR PREFERRED FOR FOOD**
13 **RECOVERY**

14 Foods accepted and/or preferred for Food Recovery under this Agreement are listed and
15 described in Attachment B.

16 **1.2 FOODS NOT ACCEPTED FOR DONATION OR COLLECTION**

17 Foods that are not acceptable for donation or collection under this Agreement are listed
18 and described in Attachment B.

19 **1.3 CONDITIONS FOR REFUSAL**

20 FRO/FRS reserves the right to refuse food at any time if it meets the conditions for refusal.
21 Conditions for refusal of food include but are not limited to food safety concerns, improper
22 storage, provision of items not agreed upon for Food Recovery, lack of transportation
23 capacity or storage space, and/or food not currently needed by FRO/FRS.

24 CEFG agrees to provide food that meets all food safety standards in accordance with
25 Section 2 of this Agreement and not knowingly or intentionally provide foods that do not
26 meet these standards.

27 Rejection by FRO/FRS of food provided will be done so in good faith.

28 In the case of refusal or rejection, FRO/FRS must inform CEFG of the rejection and
29 reason as soon as possible. Any rejected Edible Food that cannot be redirected to another
30 FRO/FRS with the approval and consent of the alternate FRO/FRS will be treated as
31 organic waste and shall not be disposed in a landfill, regardless of which Party is in
32 possession of the food.

33 Refused or rejected food by FRO/FRS must include documentation of refusal.
34 Documentation must be in an electronic/hard copy format and include a description and/or
35 photo of the rejected donation, reason for rejection, and time/date of donation rejection.

36 **SECTION 2: FOOD SAFETY REQUIREMENTS AND** 37 **PROTOCOLS**

38 Both FRO/FRS and CEFG will maintain compliance with all federal, State, and local
39 regulations for safe food handling and food safety recordkeeping requirements prior to
40 and during transportation, storage, and handling.

41 When applicable, CEFG shall at all times maintain all licenses and permits required by
42 the State of California and any other governmental authorities, including, without
43 limitation, local and municipal governmental authorities, to operate a food establishment
44 in accordance with the services provided by CEFG.

45 In the event of a food recall, CEFG will notify FRO/FRS of the specifics of the recall.

46 All food advisories, warnings, and recalls, including voluntary recalls, must be handled in
47 compliance with all issued local, State, and federal instructions.

48 **SECTION 3: TRANSPORTATION AND STORAGE**

49 **3.1 TRANSPORTATION**

50 Detail on transportation and storage can be incorporated into this Agreement as
51 Attachment C with the following options:

52 Option 1: Under this Agreement, FRO/FRS agrees to collect Edible Food that would
53 otherwise be disposed from CEFG's site and transport it to FRO/FRS address provided
54 in Attachment C.

55 Option 2: CEFG agrees to self-haul their Edible Food that would otherwise be disposed
56 to the FRO/FRS address provided in Attachment C. If CEFG self-hauls food to FRO/FRS
57 outside the delivery or drop off window specified in this Agreement, FRO/FRS may reject
58 the food. In addition, self-hauling food outside the delivery or drop off windows specified
59 in this Agreement may result in FRO/FRS's immediate termination of the Agreement.

60 Provisions related to the staging, pick up, transport, and delivery of collected and donated
61 food are listed and described in Attachment C.

62 **3.2 MISSED OR DELAYED PICK-UPS**

63 In the event of a delayed collection or delivery outside of the drop off window, the
64 transporting Party will contact the receiving Party as soon as possible to notify them of

65 the delay. If the delay cannot be accommodated (for example, delay results in a delivery
66 after hours), CEFG will retain possession of the food and maintain safe storage and
67 handling of the food until the delivery/collection can be rescheduled, or find alternative
68 solutions if the food cannot be delivered in a safe or timely manner. Examples of
69 alternative solutions may include redirecting Edible Food to another FRO/FRS, with the
70 approval and consent of the alternate FRO/FRS; lawful use as animal feed; organic waste
71 recovery or recycling such as composting or anaerobic digestion; or alternative diversion
72 strategy that does not result in landfill disposal.

73 In the event that CEFG does not have food available for the scheduled pick-up day
74 specified Attachment C, CEFG will notify FRO/FRS as soon as possible. In the event that
75 CEFG does not contact FRO/FRS in advance, FRO/FRS may charge CEFG for any costs
76 incurred.

77 Both Parties will notify each other of closures and holidays that may affect transportation.

78 FRO/FRS retains the right to reject the food in the event of a delayed delivery (see Section
79 1.3 of this Agreement).

80 Multiple delays or missed pick-ups without notification from the transporting Party to the
81 receiving Party may be grounds for termination of this Agreement. In the case of
82 termination of the Agreement, the CEFG is still responsible for meeting the Edible Food
83 Recovery requirements of SB 1383 regulations, and will still be required to contract with
84 or establish a written agreement with a different FRO/FRS to arrange for Food Recovery
85 activities.

86 **3.3 DONATION DUMPING**

87 CEFG will not knowingly provide unusable or unsuitable food, force Food Recovery after
88 capacity has been reached, or intentionally deliver food outside of the specified
89 collection/Food Recovery windows to the FRO/FRS (“donation dumping”). Doing so
90 jeopardizes liability and brand protection, and may result in immediate termination of this
91 Agreement (See Section 7F).

92 FRO/FRS will be compensated for costs incurred as a result of the donation dumping and
93 CEFG may be reported to the local jurisdiction.

94 **SECTION 4: EQUIPMENT PROTOCOLS**

95 To assist in the execution of this Agreement, the Parties agree to provide and/or maintain
96 the equipment listed in Attachment D.

97 All equipment must be used and maintained as required by the Parties and the equipment
98 manufacturer guidelines. The Parties will read all product manuals prior to use, and
99 maintain equipment accordingly. Equipment may not be loaned, stored at a different
100 location, or transferred without prior approval from the original Party.

101 Guidelines for using and storing equipment are included in Attachment D to this
102 Agreement.

103 All equipment provided under this Agreement must be cleaned, sanitized and returned in
104 good, working condition.

105 Food-related and utensil-related equipment shall meet all federal, State, and local
106 requirements, in accordance with Section 2 of this Agreement.

107 **SECTION 5: DOCUMENTATION AND**
108 **RECORDKEEPING**

109 FRO/FRS and CEFG must both maintain records of the following information about the
110 food that was recovered from CEFG:

- 111 A. Types of food that were recovered
- 112 B. Quantity (in pounds) of food collected monthly
- 113 C. Frequency that the food is recovered
- 114 D. Signature/confirmation of donation

115 The requirements outlined in this Section shall not take the place of any recordkeeping
116 and reporting obligations required by local, State, and federal regulations.

117 Documentation shall be compiled via hard copy or electronically, including reports or data
118 compiled through the use of cloud-based tracking, use of bar or QR codes, or other data
119 collection platforms. The recovery log in Attachment E may be used for these purposes.

120 The FRO/FRS shall compile this information and provide on a monthly basis on the 15th
121 of the month following collection, and transmitted to the City of Woodland and CEFG via
122 email or online submittal.

123 FRO/FRS and CEFG is required to retain all records for a minimum period of three years.

124 FRO/FRS agrees to cooperate with CEFG or designee, for reporting to local, State, and
125 federal agencies, as applicable.

126 **SECTION 6: SERVICE FEES OR FINANCIAL**
127 **CONTRIBUTIONS**

128 Compensation for FRO/FRS's participation in SB 1383 Edible Food Recovery efforts will
129 be handled through a separate contract with the City of Woodland using other funds. Both

130 FRO/FRS and CEFG are required to act in compliance with provisions set forth in that
131 agreement.

132 **SECTION 7: TERMS AND CONDITIONS**

133 A. This Agreement contains the entire Agreement between the Parties to this
134 Agreement with respect to the subject matter herein and supersedes all prior
135 understandings, agreements, representations and warranties, if any, whether oral
136 or written, expressed, or implied, with respect to said subject matter.

137 B. This Agreement reflects the intent and understanding of the Parties. Any
138 amendment or modification to this Agreement must be in writing, with approval by
139 both Parties. Minor changes to this Agreement, including the attachments, may be
140 revised in writing or email, without having to revise the full Agreement, upon
141 agreement by both Parties.

142 C. Both FRO/FRS and CEFG agree to appoint at least one individual to act as a contact
143 person for notices and other communications, as well as reporting and receipting of
144 activities conducted under this Agreement. The initial contact person(s) are identified
145 in the Assignments in Attachment A. A Party to this Agreement may change its
146 contact person(s) at any time by written notice transmitted electronically or via U.S.
147 Mail to other Party.

148 D. This Agreement shall become effective as of the Effective Date when it has been
149 executed by all of the Parties to this Agreement.

150 This Agreement shall continue in full force and effect until terminated by either Party.
151 Either Party may terminate this Agreement, with or without cause, upon written
152 notice to the other Party with 30-day notice to the other Party.

153 E. If, as a result of a case of force majeure, either Party was unable to fulfill its
154 obligations under this Agreement, the execution of it would be suspended during the
155 duration of this force majeure. Each Party shall immediately notify the other Party of
156 any such event of force majeure. In the event that the event of force majeure lasts
157 for a duration greater than one month, the other Party may terminate this Agreement
158 as of right and with immediate effect.

159 F. Information gained under this Agreement shall not be sold or shared in any manner
160 by either Party without express approval. Neither Party shall use the name, nor any
161 trademark or reference related to such in connection with the recovered food, use
162 or disposal of the foods, without express approval.

163 G. This Agreement shall be governed by and construed in accordance with the laws of
164 the State of California and applicable federal law, including, without limitation, the
165 Bill Emerson Good Samaritan Food Donation Act and the California Good Samaritan
166 Food Donation Act). Both CEFG and FRO/FRS are familiar with the Good Samaritan

167 laws referenced in this subsection that limit liability to gross negligence and
168 intentional misconduct.

169 H. Each of the Parties shall, at the signing of this Agreement, provide third party liability
170 insurance covering all of its activities and the harmful consequences of its activity.

171

172 The undersigned hereby agree to the terms of this Agreement:

173 Signed: _____ Date: _____

174 Name of Signatory: _____

175 Title of Signatory: _____

176 FRO/FRS: _____

177

178 Signed: _____ Date: _____

179 Name of Signatory: _____

180 Title of Signatory: _____

181 CEFG: _____

**ATTACHMENT A:
CONTACTS FOR AGREEMENT**

182 Primary Contact for FRO/FRS:

183 FRO/FRS Name: _____

184 Name: _____

185 Title: _____

186 Address: _____

187 Phone: _____

188 Email Address: _____

189

190 Primary Contact for CEFG:

191 CEFG Name: _____

192 Generator Type (Tier One, Tier Two): _____

193 Name: _____

194 Title: _____

195 Address: _____

196 Phone: _____

197 Email Address: _____

198

199 Primary Contact for City of Woodland

200 City of Woodland Environmental Services

201 300 First St, Woodland, CA 95695

202 (530) 661-2059

203 Recycle@cityofwoodland.org

**ATTACHMENT B:
ACCEPTABLE AND/OR PREFERRED FOODS, UNACCEPTABLE FOODS, AND
PACKAGING/LABELING REQUIREMENTS**

204 **Acceptable Foods/Goods:**

205 1. Non-Perishable Foods

206 a. Shelf Stable Packaged Foods (e.g., canned, boxed or packaged foods)

207 2. Perishable Foods

208 a. Dry Foods (e.g., bread, produce)

209 b. Refrigerated Foods (e.g., produce, dairy, juice, meat)

210 c. Frozen Foods (e.g., meat, bread)

211 3. Prepared Foods

212 a. Hot Prepared Foods

213 b. Cold Prepared Foods

214 c. Frozen Prepared Foods

215 d. Baked Goods

216 e. Edible Trimmings from Preparation Process (e.g., edible vegetable
217 trimmings)

218 f. Other: _____
219 _____

220 **Preferred Foods/Goods**

221 1. _____
222 _____

223 **Unacceptable Foods/Goods:**

224 1. Foods (e.g., sodas, alcohol, candy, energy drinks, vitamins, diet supplements)

225 2. Food Conditions (e.g., unsafe foods, previously opened Shelf Stable foods, items
226 previously thawed)

227 3. Conditional Acceptance (e.g., check first if donating large sized or bulky items)

228 4. Other: _____
229 _____

**ATTACHMENT B:
ACCEPTABLE AND/OR PREFERRED FOODS, UNACCEPTABLE FOODS, AND
PACKAGING/LABELING REQUIREMENTS**

230 **Packaging and Labeling Requirements**

231 It is agreed between the Parties that food donations, according to their type, must meet
232 specific packaging and labeling criteria, as listed below. All labels must be legible and
233 intact.

234 1. Non-Perishable Foods:

235 a. Non-Perishable foods must be in unopened packaging that maintains the
236 container integrity with no leaks, cracks, missing or incomplete labels, or
237 other indicators that the contents have been compromised.

238 b. Labels must be labeled with the following: Common name of the product;
239 and place of business of the manufacturer, packer, or distributor; net
240 quantity of the contents; ingredients listed in order of prominence; allergen
241 disclaimer; and, code date. Shelf stable and packaged foods should have
242 all original and legible labels from the manufacturer.

243 2. Perishable Foods:

244 a. Perishable foods, excluding whole/unpackaged produce, must be in their
245 original, sealed packaging to maintain the integrity of the contents; and shall
246 be stored in temperature-controlled packaging, including a
247 time/temperature log if applicable.

248 b. Labels must be labeled with the following: Common name of the product;
249 and place of business of the manufacturer, packer, or distributor; net
250 quantity of the contents; ingredients listed in order of prominence; allergen
251 disclaimer; code date

252 3. Prepared Foods:

253 a. Prepared Foods must be contained in clean, sealable, and food safe
254 containers; packaged separately to avoid cross contamination; and shall be
255 stored in temperature-controlled packaging and include a time/temperature
256 log, if applicable.

257 b. Labels must be labeled with the following: The name and location of donor;
258 production and/or recommended discard date; allergen disclaimer.

259 c. Other: _____
260 _____

**ATTACHMENT C:
TRANSPORTATION AND STORAGE**

261 _____ (CEFG/FRO/FRS/Third Party) will provide suitable
262 transportation to pick up and/or deliver food from _____.

Pick Up Address: Office: _____ Address: _____ _____ Contact: _____ Phone: _____ Email: _____	Delivery Address: Office: _____ Address: _____ _____ Contact: _____ Phone: _____ Email: _____
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263 Collection or Self-haul Delivery Frequency:

Type of Recovery	Frequency	Time
___ Collection OR ___ Self-Hauled Deliveries	Collection/self-hauled deliveries will occur _____ (frequency) on _____ (days)	Collection/self-hauled deliveries will occur between _____ (time window)

264
265 Special Instructions (check and fill in all that apply):

266 Driver will check in at _____ (location/area)
267 with _____ (contact)

268 Driver agrees to wear easily identifiable clothing and/or identification during the
269 pickup.

270 FRO/FRS and CEFG agree to maintain proper food safety, temperature, and
271 storage conditions to maintain integrity of the food before and during the
272 collection/delivery.

273 CEFG agrees to compile donation(s) at _____
274 (designated area)

275 The driver shall collect food from _____ (designated area).

276 Driver shall park at _____ (location) and shall enter the premises
277 through _____ (entrance, if applicable). If Driver must wait longer

**ATTACHMENT C:
TRANSPORTATION AND STORAGE**

278 than _____ (time frame) for assistance or does not receive
279 assistance, Driver may depart and reschedule the collection.

280 Upon arrival, the CEFG or FRO/FRS may inspect the food, including taking
281 temperature. Any product that does not meet the acceptable temperatures or other
282 food safety standards may be rejected in accordance with Section 1.

283 Prior to pick up/delivery, CEFG shall inspect the donation and confirm the integrity
284 of packaging and labeling; confirm it is an acceptable food item pursuant to this
285 Agreement; and, ensure that the donation meets all food quality and safety
286 standards set forth in this Agreement and applicable law.

287 Other: _____
288 _____
289 _____
290 _____

291 Prior to distribution to the community, FRO/FRS will inspect all donated product to
292 ensure it meets packaging, labeling, quality, and safety standards set forth in this
293 Agreement and applicable law.

**ATTACHMENT D:
EQUIPMENT USE AND STORAGE**

294 Equipment List:

295 The Parties agree to provide and/or maintain the equipment listed below:

- 296 • _____
297 _____
- 298 • _____
299 _____

300 Guidelines for using and storing equipment are described as follows:

- 301 1. Store all equipment in an indoor, clean location, away from pests, trash, or any
302 other potential source of contamination.
- 303 2. Immediately store any food storage containers and equipment used for Food
304 Recovery when not in use to avoid contamination. Do not place containers on the
305 ground, take them into toilet facilities, or store them in a manner that may lead to
306 contamination.
- 307 3. Document the cleaning of equipment with the appropriate documentation.

308 Cleaning and maintenance procedures for Food Recovery equipment:

- 309 1. Trained workers must inspect all equipment prior to each use to ensure that it is
310 still functioning properly and has been cleaned and sanitized to prevent
311 contamination.
- 312 2. Containers, coolers, and other equipment used for Food Recovery must be
313 washed, rinsed, and sanitized as needed before and after each use.
- 314 3. For sanitization, use approved chemical sanitizers and concentrations according
315 to label instructions for “sanitizing,” for example:
 - 316 a. Chlorine (bleach): 100 parts per million with contact time of 30 seconds.
 - 317 b. Quaternary ammonium: 200 parts per million with contact time of 1 minute.
- 318 4. Use sanitizer test strips to ensure proper concentration levels.
- 319 5. After equipment use and cleaning, immediately store containers in a way that
320 avoids contamination and maintains cleanliness as described in subsection A
321 above.

**ATTACHMENT E:
EDIBLE FOOD RECOVERY LOG**

322 *Due on the 15th of each month following the collection of Edible Food*
323 *submitted by the FRO/FRS to the City of Woodland and CEFG*

324 Month: _____ Year: _____

325 Pickup Location: _____

326 Delivery Location: _____

327 Recovery Log:

Week #	Dates of Food Pickups/Deliveries	Total Pounds of Food Collected
1		
2		
3		
4		
5		

328
329 Rejection Log:

Date	Reason/Description

330
331 Estimated number of people served (optional): _____

332
333 I, _____ (print name), attest that the food collected above was
334 distributed under the terms and conditions set in this agreement, preventing it from
335 entering the landfill waste stream, helping reduce organic waste disposal, while also
336 rescuing food for people to eat.

337 FRO/FRS Signature: _____

338 Phone Number/Email: _____