

Food Recovery Agreement

This Agreement is dated _____, 20____ between the Parties to this Agreement,
_____ & Foodbank of Santa Barbara County.

The Commercial Edible Food Generator, _____, wishes to provide its Edible Food that would otherwise be disposed of, to the Foodbank of Santa Barbara County pursuant to the terms of this Agreement.

Primary Contact for: Foodbank of Santa Barbara County

Name: Temo Garcia

Title: Warehouse Manager

Address: 490 W Foster Road, Santa Maria, CA 93455

Phone: 805-967-5741

Email address: TGarcia@foodbanksbc.org

Store Name and Store Number: _____

Name: _____

Title: _____

Physical Address: _____

Phone: _____

Email Address: _____

Section 1: Common Food Types for Donation

The Foodbank of Santa Barbara County will collect the types of food listed on the attached document of this agreement, as long as all respected food safety, handling, and storage conditions are met to the best of the generator's knowledge. Any items that do not meet the standards listed on the attached document will not be accepted.

Additionally, both parties shall comply with all local, state, and federal laws and regulations in regards to food safety and handling.

Section 2: Transportation and Storage

The recovery organization and generator will mutually agree to the donation frequency as needed to remain in compliance with SB 1383 and maximize food donations. Donation schedule will be kept in writing at generators location for reference.

Section 3: Documentation and Recordkeeping

SB 1383 requires complete record keeping of all food donations for both the recovery organization and generator. Both parties must maintain records of what is given/received.

Section 4: Protection under the Good Samaritan Act

Nothing in this agreement shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017 (AB-1219) and the Federal Good Samaritan Food Donation Act (42 U.S. Code § 1791). More information can be found at:

<https://www.cawrecycles.org/ab1219eggman>

<https://www.usda.gov/media/blog/2020/08/13/good-samaritan-act-provides-liability-protection-food-donations>

The undersigned hereby agree to the terms of this Agreement:

Print: _____ Signed: _____ Date: _____

Title of Signatory: _____

Food Recovery Organization: _____

INFORMATION ONLY

Print: _____ Signed: _____ Date: _____

Title of Signatory: _____

Food Donor Organization: _____

Donation Handling and Storage Guidelines for quality Donations

If it is still edible and fit for human consumption it can be donated to the Community Food Bank

Meat, Poultry, Fish	<p><u>Condition</u></p> <ul style="list-style-type: none"> Product should be in original packaging Food grade packaging in direct contact with food Securely closed and separated by food (e.g. beef, pork, poultry) to avoid cross contamination Labeled and dated as appropriate <p><u>Handling and Storage</u></p> <ul style="list-style-type: none"> Product should be frozen on or before the expiration date Product should be stored at 0° F or less while awaiting pickup. Under no circumstances can the product be stored in excess of 41° F. 	<p><u>Non-Acceptable Conditions</u></p> <ul style="list-style-type: none"> Food kept in the danger zone more than two hours Non-food grade packaging in direct contact with food Damaged or compromised packaging resulting in discoloration of product Defrosted product or product with severe freezer burn Meat that is not frozen on or before the best by date 	Pre-packaged Foods – Non-Perishable (Canned Goods)
	<p><u>Condition</u></p> <ul style="list-style-type: none"> Fully intact original cans with labels that are legible; labels must show at minimum: <ul style="list-style-type: none"> a) what the product is b) ingredients c) net weight d) distributor 	<p><u>Handling and Storage</u></p> <ul style="list-style-type: none"> Store in a cool, dry, clean area <p><u>Non-Acceptable Conditions</u></p> <ul style="list-style-type: none"> Opened, punctured, bulging, or serious damage to can, including evidence of leakage Home-canned products 	
Dairy Products	<p><u>Condition</u></p> <ul style="list-style-type: none"> Product should be in original packaging Food grade packaging in direct contact with food 	<p><u>Handling and Storage</u></p> <ul style="list-style-type: none"> Refrigerated product must be stored at 41° F or less while awaiting pickup If frozen, product should be stored at 0° F or less while awaiting pickup. Under no circumstances can the product be stored in excess of 41° F. <p><u>Non-Acceptable Conditions</u></p> <ul style="list-style-type: none"> Damaged or compromised packaging resulting in the loss of sanitary barrier protection 	Pre-packaged Foods – Non-Perishable (Boxes or Bags)
	<p><u>Condition</u></p> <ul style="list-style-type: none"> Original boxes or cases Fully intact original cans with labels that are legible; labels must show at minimum: <ul style="list-style-type: none"> a) what the product is b) ingredients c) net weight d) distributor 	<p><u>Handling and Storage</u></p> <ul style="list-style-type: none"> Store in a cool, dry clean area <p><u>Non-Acceptable Conditions</u></p> <ul style="list-style-type: none"> Opened, punctured, or damaged packaging resulting in loss of the sanitary barrier protection 	
Fresh Produce	<p><u>Condition</u></p> <ul style="list-style-type: none"> Product should be in original packaging and bags or food grade packaging (produce boxes) for all repacked product Cut produce should be securely closed in food grade packaging with each vegetable or fruit packaged separately 	<p><u>Handling and Storage</u></p> <ul style="list-style-type: none"> Store in a cool, dry, clean area Whole produce can be stored at room temperature Cut produce must be stored at 41° F or less. <p><u>Non-Acceptable Conditions</u></p> <ul style="list-style-type: none"> Signs of decay 	Pre-packaged Foods – Non-Perishable (Glass Jars & Plastic Bottles)
	<p><u>Condition</u></p> <ul style="list-style-type: none"> Fully intact original cans with labels that are legible; labels must show at minimum: <ul style="list-style-type: none"> a) what the product is b) ingredients c) net weight d) distributor 	<p><u>Handling and Storage</u></p> <ul style="list-style-type: none"> Store in a cool, dry clean area <p><u>Non-Acceptable Conditions</u></p> <ul style="list-style-type: none"> Opened, punctured or bulging jar top Broken or chipped glass 	
Baked Goods	<p><u>Condition</u></p> <ul style="list-style-type: none"> Fresh, day-old bread, bagels, and other bakery items Food grade packaging in direct contact with food, securely closed Bread product separately packaged from other baked goods 	<p><u>Handling and Storage</u></p> <ul style="list-style-type: none"> Store in a cool, dry, clean area <p><u>Non-Acceptable Conditions</u></p> <ul style="list-style-type: none"> Mold, damaged or compromised packaging resulting in loss of the sanitary barrier protection Product not in food grade packaging 	Pre-packaged Non-Foods
	<p><u>Condition</u></p> <ul style="list-style-type: none"> Fully intact original cans with labels that are legible; labels must show at minimum: <ul style="list-style-type: none"> a) what the product is b) ingredients c) net weight d) distributor 	<p><u>Handling and Storage</u></p> <ul style="list-style-type: none"> Store in a cool, dry, clean area <p><u>Non-Acceptable Conditions</u></p> <ul style="list-style-type: none"> Glass that is broken or chipped <p>Note: non-food items should be boxed separately from edible product</p>	



Paul Wilkins
 Chief Operations Officer
 Phone 805 967 5741 Ext 405
 pwilkins@foodbanksbc.org