

## Alameda County Community Food Bank College Pantry Program Agreement

This document is an agreement made between Alameda County Community Food Bank (hereinafter referred to as "ACCFB") located at 7900 Edgewater Drive, Oakland, CA 94621 and Chabot Las Positas Community College District (hereinafter referred to as "Program Partner"). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the College Pantry Program. This agreement takes effect begin April 19, 2017.

### A. Program Partner AGREES TO:

- The safe and proper handling of food, which conforms to all local, state and federal regulations.
- Willingness to abide by the policies, procedures, and record keeping requirements of ACCFB.
- Staff or volunteers of the program will 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.
- Program Partner will allow ACCFB to monitor the food distribution operations sites regularly.

### B. COLLEGE PANTRY PROGRAM PARTNER AGREES TO:

The mission of the College Pantry Program is to help alleviate the growing food insecurity experienced amongst many college students by providing nutritious food to students and their families in convenient, familiar and safe locations. Sites may have a permanent set up or may operate through a mobile distribution rotation where food is brought to the site. Sites are consistently in the same location, have set distribution schedules, and offer ongoing food assistance services.

#### Requirements

- Distribute healthy, nutritious food to individuals free of charge.
- Operate a minimum of eight hours a month.
- Ensure the program complies with all applicable federal and local statutes, ordinances and regulations.
- At least one representative must receive some form of food safety training, such as ServSafe Food Handler for Food Banking developed by Feeding America and the National Restaurant Association, or an equivalent training.
- Be available for an on-site monitoring visit at least once year from ACCFB.
- Store College Pantry Program food in a secure, sanitary and temperature controlled place away from cleaning materials and toxic chemicals. All food must be stored 6 inches off the floor, away from the wall and 6 inches below the ceiling.
- Distribute College Pantry food to program participants in accordance with the pre-determined schedule.
- Keep accurate records, submit reports on time and provide necessary information as requested.
- Pay all invoices within 30 days.
- Identify a School Pantry coordinator to be the primary contact for the College Pantry Program.
- If schedule for a delivery, receive deliveries on the designated day and time.
- The Program Partner will not require clients to participate in any activities in exchange for ACCFB products, this includes religious activities.
- The Program Partner will not distribute ACCFB food to any other agency, organization, or entity without prior approval and a signed agreement from ACCFB.
- Inform ACCFB in writing, without being requested, of any changes in their College Pantry Program. Changes include but are not limited to:
  - Changes in relevant personnel
  - Changes in days/hours of operation
  - Changes in the number of individuals being served

- New food programs that the Program Partner wants to begin
- Current food programs the Program Partner wants to end
- Communicate problems and requests to ACCFB in a timely manner.

### C. PRODUCT ALLOCATION AND DISTRIBUTION POLICY:

#### Product Access

- Program Partner will have access to free produce without any stipulations.
- Program Partner will only have access to donated products that carry no cost.
- Program Partner will have access to products allocated to the Purchase Program.

#### Distribution

- Program Partner must distribute product only to clients through direct service or approved sites.

#### Redistribution

- Program Partner may not redistribute any food received through the Food Bank to any other organization.

### D. ALAMEDA COUNTY COMMUNITY FOOD BANK AGREES TO:

- Appoint a primary contact for the Program Partner to provide administrative oversight and leadership.
- Identify and procure staple food items and/or supplies necessary for the operation of the Program.
- Provide or coordinate training opportunities for Program staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education.
- Ensure that Program partners meet national and local Program objectives through monitoring and periodic site visits at least once a year during designated hours of operation. Any issues will be communicated in writing to the Program partner within seven business days.

### E. GENERAL PROVISIONS

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by ACCFB for the Program to ACCFB within 30 days of termination date.

### G. LIABILITY RELEASE AND INDEMNIFICATION

- Liability Release: The Program Partner releases the original donor, the Food Bank and its representatives, and Feeding America from any liabilities resulting from donated product. The Food Bank offers no express warranties in relation to the gift of goods.
- "As-is" Condition: The Program Partner understands that all items are accepted in "as-is" condition.
- Hold harmless: The Program Partner agrees to hold harmless from any claims or obligations the original donor, the Food Bank and its representatives, and Feeding America.
- Notification: The Program Partner agrees to notify the Food Bank whenever it receives notice of any claim of liability related to food or any report of illness possibly related to food provided by the Program Partner or the Food Bank.

## H. SIGNATURES

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

**Program Partner Signature:**

\_\_\_\_\_  
Program Partner Signature

\_\_\_\_\_  
Date

Lorenzo Legaspi, Vice Chancellor, Business Services  
\_\_\_\_\_  
Print Name of representative who signed this agreement

**ACCFB Signature:**

\_\_\_\_\_  
ACCFB Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of representative who signed this agreement