

CCCSWA Model SB 1383 Food Donor Agreement

INTRODUCTION: Senate Bill 1383 (the Short-lived Climate Pollutant Reduction Act of 2016) and its implementing regulations require Commercial Edible Food Generators (entities) to enter into a contract or other written agreement with Food Recovery Organizations/Services for collection of edible food.

To support Commercial Edible Food Generators and Food Recovery Organizations/Services in the CCCSWA service area, CCCSWA has prepared the following model form of food recovery agreement. Entities are *not* required to use the CCCSWA model—they may elect to prepare their own form of contract or other written agreement, or rely on the [model agreement](#) prepared by CalRecycle.

The CCCSWA model is intended to satisfy the requirements of SB 1383, but it may not include all of the terms and provisions that may be prudent for entities to consider including in an agreement, particularly regarding risk allocation. Entities should consult with their legal counsel to determine whether to use the CCCSWA model, how to customize the model, and what, if any, additional provisions should be included. While the CCCSWA model is intended to align with SB 1383, in the event of any conflict, state and local law shall prevail over the model.

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Model Food Recovery Agreement

THIS FOOD RECOVERY AGREEMENT (“Agreement”) is dated _____ [*insert date*] between _____ [*insert name of Food Donor*] (“Food Donor”) and _____ [*insert name of Food Recovery Organization/Service*] (“Food Recovery Organization”). In consideration of the terms and conditions contained herein, the parties agree as follows:

- 1) This Agreement shall continue in full force and effect until terminated by either party; either party may terminate this Agreement, with or without cause, immediately upon written notice to the other party.
- 2) Food Donor shall:
 - a. Donate edible food that would otherwise be disposed to Food Recovery Organization.
 - b. Not intentionally spoil edible food that is capable of being recovered, and not knowingly donate unusable or unsuitable food.
 - c. Prepare for collection [*or Self-haul to Food Recovery Organization*] edible food on a schedule to be mutually determined.
 - d. Use best efforts to abide by any guidance specified by Food Recovery Organization on how edible food should be packaged, labeled, handled, stored, distributed, or transported to reduce spoilage and improve food recovery.
 - e. Maintain records of each food donation of the date, and type and quantity of edible food, measured in pounds,

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- 3) Food Recovery Organization shall:
 - a. Accept from Food Donor donations of edible food
 - b. Collect edible food *[or Receive edible food that Food Donor self-hauls]* on a schedule to be mutually determined
 - c. Use best efforts to ensure that donated edible food is distributed for human consumption.
 - d. Maintain records of the date and quantity of edible food donated, measured in pounds
 - e. Maintain records of the date and quantity of edible food, measured in pounds, transported to any other food recovery organization, if any.

- 4) Each party shall bear its own costs under this Agreement *[or specify payment/fee arrangement and any billing terms]*.

- 5) Nothing in this Agreement shall be construed to limit or conflict with the provisions of the California Good Samaritan Food Donation Act, the Federal Bill Emerson Good Samaritan Food Donation Act, or otherwise applicable food safety and handling laws and regulations.

- 6) The parties intend this Agreement to satisfy certain requirements under state and local law relating to edible food recovery (Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016, and its implementing regulations, and the Central Contra Costa Solid Waste Authority (CCCSWA) Ordinance 21-1, Mandatory Organic Waste Disposal Reduction Ordinance).

- 7) The parties' addresses for notice and for record keeping purposes are as specified below. The parties agree to provide prompt written notice of any updates in contact information:

Food Donor – Contact Information

Food Recovery Organization – Contact Information

Name: _____
Address: _____

Phone: _____
Email: _____

Name: _____
Address: _____

Phone: _____
Email: _____

- 8) The individuals executing this Agreement represents that they are duly authorized to sign and deliver this Agreement on behalf of their party, and that this Agreement is binding on such party in accordance with its terms. This Agreement may be executed in two or more counterparts, manually or electronically, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have agreed to the foregoing and hereby execute this Agreement.

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FOOD DONOR

FOOD RECOVERY ORGANIZATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____