

SB 1383 Food Recovery Agreement

This Agreement is dated _____, 20____ between the Parties to this Agreement,
_____ and, _____.

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

Both parties of this agreement understand the role and responsibility they have under California state law Senate Bill 1383. The Commercial Edible Food Generator, _____, identified below, understands that under the law, they must recover the maximum amount of edible food that would otherwise be disposed of for human consumption. The Food Recovery Organization, _____, identified below, agrees to recover this edible food according to the terms of this agreement.

Primary Contact for: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email address: _____

Primary Contact for: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email address: _____

Section 1: Common Food Types for Donation

Foods Acceptable and/or Preferred for Food Recovery (i.e., non-perishable, dairy, meats, produce, ect.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Further acceptable foods should be listed as an attachment to this agreement, if applicable.

Conditions for Refusal and Food Not Accepted for Donation

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

Further details of accepted/unacceptable food, food quality standards, or food safety guidance is attached to this agreement, if applicable.

In the case of refused or unaccepted donations, the Commercial Edible Food Generator and Food Recovery Organization will correctly dispose of the food waste by using a local organic waste recycling program or composting on site.

Section 1.1 Donation Dumping

Commercial Edible Food Generator will not knowingly provide unusable or unsuitable food, force food recovery after capacity has been reached, or intentionally deliver food outside of the specified collection/Food Recovery windows to the Food Recovery Organization (“donation dumping”). Doing so jeopardizes liability and brand protection, and may result in immediate termination of this agreement

Section 2: Transportation and Storage

The Food Recovery Organization and Commercial Edible Food 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 both establishment’s primary physical location for reference, if needed.

Both establishments will also agree on a transportation method that suits the need of each organization and allows for the maximum of edible food recovered.

A brief summary of donation transportation is described below:

Food storage requirements are listed below:

Further food storage and handling information is attached to this agreement, if applicable.

Both Food Recovery Organization and Commercial Edible Food Generator will maintain compliance with all federal, State, and local regulations for safe food handling and food safety recordkeeping requirements prior to and during transportation, storage, and handling.

When applicable, Commercial Edible Food Generator shall at all times maintain all licenses and permits required by the State of California and any other governmental authorities, including, without limitation, local and municipal governmental authorities, to operate a food establishment. Edible Food Generator will not intentionally spoil food or knowingly donate spoiled food.

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.

Documentation shall be compiled via hard copy or electronically, including reports or data compiled through the use of cloud-based tracking, use of bar or QR codes, or other data collection platforms.

_____, will provide the following information to
_____, about the food that was recovered from Commercial Edible Food
Generator:

- Contract or written agreement information for food recovery organizations and services
- Schedules for food donation deliveries or collections
- Quantity of food donated in at least pounds per month
- Types of food each food recovery organization and service will receive or collect

OR

Both Commercial Edible Food Generator and Food Recovery Organization agree to keep the following individual records of food recovered from the Commercial Edible Food Generator:

- Contract or written agreement information for food recovery organizations and services
- Schedules for food donation deliveries or collections
- Quantity of food donated in at least pounds per month
- Types of food each food recovery organization and service will receive or collect

Section 4: Terms and Conditions

Section 4.1 Term

Both establishments agree that this agreement will continue until the following date: _____, to be renewed or terminated after this date.

OR

This agreement will automatically renew each year until one party notifies the other in writing that they would like to terminate the agreement.

Section 4.2 Liability

By signing this agreement, both parties have adequate liability insurance or other protections covering all activities and any consequences.

The undersigned hereby agree to the terms of this Agreement:

Print: _____ Signed: _____ Date: _____

Title of Signatory: _____

Food Recovery Organization: _____

Print: _____ Signed: _____ Date: _____

Title of Signatory: _____

Food Donor Organization: _____

[illegible]

Food Recovery Donation Montly Totals For the Year _____

List montly doantion totals for each orgnization you donate to.

Month	Pounds	Recipient Organizations
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

Food Weight Reference Guide for Estimating Food Donations under SB 1383

Type	Item	Pounds	Type	Item	Pounds	Type	Item	Pounds
Pantry	Cereal or Oatmeal (Box)	1	Dairy	Eggs	1.5	Frozen	Pizza	1.25
	Rice Mixes and Pasta Boxes	0.25		Milk (Carton)	7		Fruit or Veggie Bag	0.75
	Bread (Loaf)	1-2		Cheese (Block)	0.5		Chicken Nuggets	2
	Tortillas	1		Cheese (Slices)	0.5		French Fry Bags	2
	Chips (Large Bag)	.5		Yogurt (Single)	0.25		Ice Cream Gallon	3
	Crackers (Box)	.5		Yogurt (Quart)	2		Ice Cream (Box)	1.75
	Granola Bars (Box)	1		Yogurt Cups (4 Pack)	1		Waffles, Toast or Pancakes	.75-1.75
	Tuna or Chicken (Can)	1		Coffee Creamer (Bottle)	2	Beverages	Juice (Carton)	3.5
	Tuna or Chicken Cans (Case of 12)	6.5	Meats	Turkey or Chicken (Small)	5		Juice (Bottle)	3.25
	Canned Vegetable	1		Turkey (Large)	16-May		Water Bottle (Case)	14
	Canned Beans	1		Ground Beef	1		Soda or Water Cans (Case)	6.5
	Pack of Canned Veggies or Beans	9		Meat Case	4.5-5		Coffee (Bag)	0.75
	Condiments	.75		Deli Meat	0.5		Coffee Tin (Large)	1.75
	Pasta Sauce (Jar)	1.5		Tofu or Vegan Meats	.75-1		Drink Pouch Case	3.75
	Peanut Butter	2	Produce	Fruit (Milk Crate or Banana Box)	40	Deli and Bakery	Meat and Veggie Platters	2.5
	Flour (Sack)	2-5		Banana Box	35-40		Potato Salad	1
	Rice (Bag)	1-10		Salad Bags	0.75		Buns and Rolls (Bag)	1
	Dry Beans (Bag)	1-10		Carrots (Bagged)	1		Baguettes	0.5
	Soup or Broth Carton	2		Potatoes (Bagged)	5		French Bread Loaf	0.5
	Cake or Muffin Mix (Box)	1		Head of Lettuce	0.25		Cake	1.5-2
	Sugar	4		Watermelon	20-25		Cookies	1
	Baking Powder and Baking Soda	1		Cherry Tomato Case	.5-.75		Cupcakes	.5-1.5
	Spice Jars	.05		Berry Clamshell (Small)	0.25			
	Oil (Bottle)	1		Berry Clamshell (Large)	1			



Food Recovery Schedule

SB 1383 requires that donors have a donation schedule on record. We created this nifty sheet for you to easily fill out and keep on hand.

Print the name of the food recovery organization that accepts your donated food. Circle the days and times that food is collected from your business. Multiple schedules are available in case different agencies pick up from your business.

Name of Food Recovery Organization #1 _____

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning	Morning	Morning	Morning	Morning	Morning	Morning
Afternoon	Afternoon	Afternoon	Afternoon	Afternoon	Afternoon	Afternoon
Evening	Evening	Evening	Evening	Evening	Evening	Evening
Night	Night	Night	Night	Night	Night	Night

Name of Food Recovery Organization #2 _____

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning	Morning	Morning	Morning	Morning	Morning	Morning
Afternoon	Afternoon	Afternoon	Afternoon	Afternoon	Afternoon	Afternoon
Evening	Evening	Evening	Evening	Evening	Evening	Evening
Night	Night	Night	Night	Night	Night	Night

Name of Food Recovery Organization #3 _____

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Morning	Morning	Morning	Morning	Morning	Morning	Morning
Afternoon	Afternoon	Afternoon	Afternoon	Afternoon	Afternoon	Afternoon
Evening	Evening	Evening	Evening	Evening	Evening	Evening
Night	Night	Night	Night	Night	Night	Night

We're here to help! | Call (805) 882-3603 or email | khaberlin@countyofsb.org.

Local Government Contacts

The following City and County staff are available to help answer questions related to food recovery, solid waste and general SB 1383 compliance for your business.

County of Santa Barbara

Kaitlyn Haberlin
(805) 882-3603
khaberlin@countyofsb.org

City of Buellton

Rose Hess
(805) 688-5177
roseh@cityofbuellton.com

City of Carpinteria

Erin Maker
(805) 880-3415
erinm@ci.carpinteria.us

Edible food means food intended for people to eat, including food not sold because of:

- Appearance
- Age
- Freshness
- Grade
- Size
- Surplus

Edible food includes but is not limited to:

- Prepared foods
- Packaged foods
- Produce

All food donations must meet the food safety requirements of the California Retail Food Code.

City of Goleta

Dan Rowell
drowell@cityofgoleta.org

City of Santa Barbara

Daniela Rosales
(805) 564-5677
drosales@santabarbaraca.gov

City of Lompoc

Keith Quinlan
(805) 875-8023
k_quinlan@ci.lompoc.ca.us

City of Solvang

David Packard
(805) 427-9468
dpackard@cityofsolvang.com

Your waste hauler is another helpful resource for solid waste questions. Call them to adjust or add trash, recycling or organic waste service.

