

RETAIL RESCUE PICK-UP AGREEMENT

Addendum to Partner Agency Agreement & Release
Foodbank of Southeastern Virginia & the Eastern Shore



This is an Addendum to the Partner Agency Agreement & Release dated _____, 20_____, between The Foodbank of Southeastern Virginia and the Eastern Shore and

(Partner Agency's Name).

Definitions:

- Partner Food Bank – a food bank who is a part of the Feeding America Network. The Foodbank of Southeastern Virginia and the Eastern Shore (FSEVA) is a Partner Food Bank.
- Public Charity – nonprofit organization that is tax-exempt under Section 501(c)(3) of the Code and that is classified as a public charity under Section 509(a)(1) or (a)(2) of the Code.
- Partner Agency – either a public charity or a religious organization such as a church, mosque, synagogue, etc. operating under its own charity umbrella.

1. Retail Rescue Pick-up

1.1 Foodbank and Enabled Donor Pick-up

The Partner Agency may pick up product from donors approved by FSEVA. FSEVA will notify the Partner Agency of such approval and of any donor for whom pick-ups are no longer approved. FSEVA reserves the right to make program changes, including store assignments, pickup days, participation requirements, and other modifications as needed. All changes will be communicated in writing with a minimum of 30 days' notice, unless deemed an emergency action by the Retail Rescue Coordinator.

1.2 Pick-ups Days and Times

The Partner Agency will timely pick up product on the days and times agreed with donors and FSEVA.

1.3 Reporting Agency

Partner Agency will document the weight, and, product type, and report such information through MealConnect no later than 30 days after each pick-up. If your agency is closed temporarily, your MealConnect account will be locked. If receipts are not entered within 30 days, your MealConnect account will be locked, and your account will be placed on hold. Should it exceed 60 days, your donor store privileges will be assigned to another agency and your agency will be terminated from the program.

1.4 Policies Relating to Pick-up Activities

- a. The Partner Agency will adhere to FSEVA policies applicable to donor pick-up activities. FSEVA may at any time update or otherwise change such policies in its discretion and will communicate such changes to the Partner Agency.
- b. Partner Agencies are required to attend ALL scheduled program meetings including Annual Renewal Meeting. Failure to attend or make alternative arrangements in advance will terminate the privilege of participation.
- c. Partner Agencies must have current picture identification badges available for presentation at the time of pick up. These badges will be issued by FSEVA. Partner Agencies must notify FSEVA in writing of any changes to approved pickup volunteers. Should a pickup volunteer leave the Agency for any reason, it is the responsibility of the Agency to ask for the identification badge back and discard it. The badges expire 2 years from the date they were issued. The Partner Agency is responsible for notifying, the Retail Rescue Coordinator when the badges expire. To renew your badges, send an email to the Retail Rescue Coordinator along with new pictures if you have new staff/volunteers. If your ID badge becomes lost or misplaced, there will be a \$5 replacement fee.

1.5 Use of Picked-Up Product

Unless otherwise approved by FSEVA, the Partner Agency will use and distribute product picked up from donors as provided in the Partner Agency Release & Agreement.

1.6 Term

This Addendum will be in effect from _____, 20_____ to _____, 20_____.

2. Food Safety

2.1 Food Safety – Frozen and Refrigerated Product

Partner Agency will adhere to appropriate product integrity and food safety procedures at all times in carrying out donor pick-up activities including, without limitation:

- a. Transporting frozen and refrigerated product using approved devices to maintain safe food temperatures (e.g., example, passive temperature control devices such as coolers and thermal blankets, or active temperature control devices such as a refrigerated vehicle or refrigeration unit).
- b. Take and document sample temperatures for all frozen and refrigerated product at the time of pickup and again at the delivery site.
- c. Partner Agencies are REQUIRED to log the temperatures on frozen and cooler product at the time of donor pickup and again at delivery to agency storage. Temperature handling guidelines must be adhered to, (see the handout for proper guidelines). Product that falls outside of temperature guidelines must be destroyed.
- d. Partner Agencies picking up refrigerated or frozen items such as meat, produce, dairy, and deli are **required to maintain the temperature of these products during transport and storage.** Approved transportation devices include commercial-grade coolers, thermal blankets, or active temperature devices (i.e., refrigerated truck/unit). Agency Partners are responsible for acquiring and maintaining these devices.

The Partner Agency will ensure that staff or volunteers that handle product picked up from donors attend the *Safe Food Handling for Agencies training (ServeSafe)* sponsored by FSEVA and continue to use and share the skills/practices learned with Agency staff and customers. A copy of certification must be on file for at least two active Agency members to participate in store donation recovery. Refresher trainings are offered bi-annually for current certificate holders.

3. COMMUNICATION AND COORDINATION

3.1 Contact Person

The Partner Agency will appoint one individual to act as the principal point of contact person for FSEVA and donors (store management) on scheduling, pick-up logistics, and other matters relating to donor pick-ups. The Partner Agency may change its contact person or authorized individuals picking up (additions or removals) at any time, but the Partner Agency must notify the Foodbank.

3.2 Cooperation

The Partner Agency acknowledges that FSEVA and other Foodbank partners may also pick up donations from donors from whom Partner Agency picks up product. Partner Agencies agree to represent FSEVA and Feeding America in a responsible and respectful manner during each pickup. Partner Agencies are responsible for the actions of their designees while participating in the Retail Rescue Program. The Partner Agency will notify FSEVA of any issues that may arise with donors.

3.3 Records and Monitoring

The Partner Agency will maintain records relating to donor pick-up activities in MealConnect. FSEVA may monitor pick-up activities in connection with its regular monitoring activities under the Partner Agency Release and Agreement.

4. Relationship to Partner Agency Release & Agreement

4.1 Applicability of Partner Agency Agreement & Release

Except as specifically set out in this Addendum, the terms of the Partner Agency Agreement & Release (including, without limitation, those relating to product handling, indemnification, liability, and dispute resolution) will apply to the activities and relationship contemplated by this Agreement.

4.2 Limited Scope

Except as specifically set out in this Addendum, this Addendum does not amend, waive, or otherwise change or limit any provision of the Partner Agency Agreement & Release, and the Partner Agency Agreement & Release remains in full force and effect.

5.0 Termination & Participation in the Retail Rescue Program

The Partner Agency agrees to provide written notice to FSEVA at least 30 days prior to terminate or make program changes, which includes notifying of any personnel changes,

revision of program guidelines, changes to distribution schedule, or other information deemed essential by FSEVA staff.

Acknowledgement

Partner agencies that agree to abide by the responsibilities outlined here should have their Executive Director/Pastor complete the section below and return to the Foodbank.

Name of Partner Agency

Agency Number _____

Name of Food Pantry Director

Signature _____

Date _____

Email address

Phone Number _____

Foodbank of Southeastern Virginia and the Eastern Shore

Staff Name & Title

Signature _____

Date _____