



Sacramento Second Helping Kitchen Toolkit

(rev 12/14/2021)

Welcome to the Sacramento Second Helping Toolkit and congratulations on your efforts to address the hunger issue so many in our community face on a daily basis.

**This toolkit is short, and easy to use.
We answer these simple questions:**

Who Can Pick up from My Location, What Can They Accept and When Can They Pick Up?

Receiving agencies are listed on pages with details on what items they can receive. When calling for a pick up, describe items and quantities you have to donate so the agency can arrive prepared with the right transfer containers and any other necessary equipment. If you require a waiver to be signed (examples at the end of this document), be sure to discuss when you make the initial call.

What Protection Do I Have from Liability?

The California Good Samaritan Food Donation Act provides broad protections to anyone donating apparently healthy food in good faith. See the last pages of this toolkit for specifics on the law and a sample liability waivers and donation tracking forms you may want to use. This is not, nor is it intended to be legal advice.

Updates to this toolkit and other resources such as the entire California Good Samaritan Food Donation Act can be found on the MPISSN website - <http://bit.ly/sacfooddonation> .

FEEDBACK: If you have updates or feedback to offer on this toolkit , email Marcia@DurstEvents.com

Sacramento Second Helping Food Rescue



Pre-Screened Non-Profits

The Sacramento Food Bank and Family Services has assisted with this list of Sacramento area nonprofits who are prepared to come to your location with containers for transferring food.

GOOD SHEPHERD CATHOLIC CHURCH - WORKS OF MERCY

916-768-6866 (leave message)

Good Shepherd's Works of Mercy Homeless Outreach can serve as a central point of contact for large quantity donations by facilitating collection from multiple agencies including Volunteers of America, Jackie Cares and more.

Available to pick up donations: 7 Days A week

Can Pick up From: Sacramento and Davis

Meal Service: Daily through network of agencies

Items They Take:

Snacks, sliced fruits and vegetables in quantities of 100-1000.

Meals in quantities of 50-500

Freezer Space: Yes

SALVATION ARMY (Alhambra)

707-718-6947 (leave message)

Salvation Army's partnership with both private and public philanthropy brings comfort to those need in the form of local shelters, youth and family services, addiction programs and more.

Available to pick up donations: Monday - Friday 7:30 am- 4:00 pm

Can Pick up From: Sacramento Area

Meal Service: Meals on Sundays, Daily Snacks and Small Meals.

Items They Take:

Snacks, sliced fruits and vegetables in quantities of 100-300.

Meals in quantities of 50-75

Freezer Space: Yes

California Good Samaritan Food Donation Act (Eggman Act) Assembly Bill No. 1219 (November 9, 2017)

For the entire bill, go to:

http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB1219

Except for injury resulting from gross negligence or intentional misconduct in the preparation or handling of donated food, no person, gleaner, or food facility that donates food that is fit for human consumption at the time it was donated to a nonprofit charitable organization or food bank shall be liable for any damage or injury resulting from the consumption of the donated food. Food facilities may donate food directly to end recipients for consumption. The immunity from civil liability provided by this subdivision applies regardless of compliance with any laws, regulations, or ordinances regulating the packaging or labeling of food, and regardless of compliance with any laws, regulations, or ordinances regulating the storage or handling of the food by the donee after the donation of the food. The donation of nonperishable food that is fit for human consumption but that has exceeded the labeled shelf life date recommended by the manufacturer is protected under the California Good Samaritan Food Donation Act. The donation of perishable food that is fit for human consumption but that has exceeded the labeled shelf life date recommended by the manufacturer is protected under the California Good Samaritan Food Donation Act if the person that distributes the food to the end recipient makes a good faith evaluation that the food to be donated is wholesome.

The immunity from civil liability provided by this subdivision applies regardless of compliance with any laws, regulations, or ordinances regulating the packaging or labeling of food, and regardless of compliance with any laws, regulations, or ordinances regulating the storage or handling of the food by the donee after the donation of the food.

The donation of nonperishable food that is fit for human consumption but that has exceeded the labeled shelf life date recommended by the manufacturer is protected under the California Good Samaritan Food Donation Act. The donation of perishable food that is fit for human consumption but that has exceeded the labeled shelf life date recommended by the manufacturer is protected under the California Good Samaritan Food Donation Act if the person that distributes the food to the end recipient makes a good faith evaluation that the food to be donated is wholesome.

(b) A nonprofit charitable organization or a food bank that, in good faith, receives and distributes food without charge that is fit for human consumption at the time it was distributed is not liable for an injury or death due to the food unless the injury or death is a direct result of the gross negligence or intentional misconduct of the organization.

(c) Nothing in this chapter shall be construed to limit the ability of a person, gleaner, or food facility to donate food.

(d) For the purposes of this section:

(1) "Food bank" has the same meaning as defined in Section 113783 of the Health and Safety Code.

(2) "Food facility" has the same meaning as defined in Section 113789 of the Health and Safety Code.

(3) "Gleaner" means a person who harvests for free distribution to the needy, or for donation to a nonprofit organization for ultimate distribution to the needy, an agricultural crop that has been donated by the owner.

(4) "Nonprofit charitable organization" has the same meaning as defined in Section 113841 of the Health and Safety Code.

(5) "Person" means an individual, school, local educational agency as defined in Section 421 of the Education Code, corporation, partnership, limited liability company, organization, association, or governmental entity, including a retail grocer, wholesaler, hotel, motel, manufacturer, restaurant, caterer, farmer, and nonprofit food distributor or hospital. In the case of a corporation, partnership, organization, association, or governmental entity, the term includes an officer, director, partner, manager or managing member, deacon, trustee, council member, or other elected or appointed individual responsible for the governance of the entity.

A person, gleaner, or food facility that donates food shall not be subject to civil or criminal liability or penalty for violation of any laws, regulations, or ordinances regulating the labeling or packaging of the donated product or, with respect to any other laws, regulations, or ordinances, for a violation occurring after the time of the donation. The donation of nonperishable food that is fit for human consumption but that has exceeded the labeled shelf life date recommended by the manufacturer is protected under the California Good Samaritan Food Donation Act. The donation of perishable food that is fit for human consumption but that has exceeded the labeled shelf life date recommended by the manufacturer is protected under the California Good Samaritan Food Donation Act if the person that distributes the food to the end recipient makes a good faith evaluation that the food to be donated is wholesome.

SAMPLE WAIVER FORMS

[NAME OF CHARITY ORGANIZATION] and its members, employees, volunteers or other representatives shall inspect and confirm that all donated food products received from [NAME OF HOTEL] are in good order. [NAME OF OWNER, HOTEL, OPERATING ENTITY], and all of their affiliates and related entities and employees and officers make no representations, warranties or guaranties whatsoever with respect to the quality or hygiene of the donated food products. Once the donated food products are received by [NAME OF CHARITY ORGANISATION] and its members, employees, volunteers or other representatives, NAME OF OWNER, HOTEL, OPERATING ENTITY], shall not be responsible for any adverse reactions, side effects, injury, bodily harm or death that results from consumption of the donated food products or any other liability arising thereof. [NAME OF CHARITY ORGANISATION] hereby releases and indemnifies and holds NAME OF OWNER, HOTEL, OPERATING ENTITY], harmless from and against all claims whatsoever [NAME OF CHARITY ORGANISATION] may have against NAME OF OWNER, HOTEL, OPERATING ENTITY],, and all damage, loss, cost, expense or liability which that NAME OF OWNER, HOTEL, OPERATING ENTITY], may suffer or incur to another or others, arising out of or in connection with the donated food products. Without limiting the foregoing, [NAME OF CHARITY ORGANISATION], and its members, employees, volunteers or other representatives hereby irrevocably covenant and agree to refrain from, directly or indirectly, asserting any claim or demand, or commencing or instituting, or causing to be commenced or instituted, any action, lawsuit or other proceeding of any kind, against NAME OF OWNER, HOTEL, OPERATING ENTITY],, based upon any claim or matter released hereby.

Signed on behalf of [NAME OF CHARITY ORGANISATION] by its authorized representative with company stamp (if applicable):

By: _____

Name: _____

Designation: _____

Date: _____

Safe Food & Hygiene Standards

Charity Food Safety Information Sheet

Hotel may, if the local laws permit, donate foods from functions that is left over and has not been consumed or displayed to charity organizations. It is critical that the charity organizations are also committed to ensuring that the foods donated to their organization are not only accepted safely, but transported, stored and served to achieve a safe & wholesome food. As the hotel has implemented a food safety system based on the international principles of HACCP, then part of this program is to ensure that charity organization are aware of food safety requirements. This is also the hotel's moral obligation.

To support the process, this document has been developed for the charity organizations. This document is to be signed and dated with a copy kept by the hotel together with a copy being maintained by the charity organizations.

The following basic food safety management rules must apply:

1. Everyone involved in handling donated food should maintain the highest standard of personal hygiene and cleanliness.
2. Utensils should be used. Do not touch any food directly.
3. Ensure that your clothing and footwear are clean.
4. Wash your hands regularly, e.g. after preparing raw foods, handling waste, after a break, before you start work, after coughing, sneezing, touching your hair, after eating & drinking and after going to the toilet.
5. Cover all cuts, open wounds or burns with colored waterproof band aids. Fingernails are to be kept clean and short.
6. Do not smoke whilst picking up, transporting or distributing foods.
7. Practice first in/first out (FIFO) principles of stock rotation.
8. Ready to eat foods should not be permitted to remain in the Danger Zone (between 40°F to 140°F or 8°C to 63°C) for any longer than 2 hours for hot foods, 4 hours for cold foods. If potentially hazardous foods remain in the Danger Zone for a total time-period of any longer, then they must be considered as unfit and discarded. Food items that have been exposed openly in public areas (i.e. buffets in restaurant/meeting rooms) need to be discarded.
9. Store foods to be donated in clean, covered food-grade containers. Suitable labelling should include product name and date of production.
10. Keep raw materials and finished products separate to avoid cross contamination, e.g. the storage of

ready to eat foods must be kept above raw foods.

11. Use a sterilizing wipe to clean the probe thermometer before each use.
12. Take care when handling, storing, packing and transporting food.
13. Ensure that the food is collected by, or delivered to a charity in the shortest possible time.
14. Where and/or when possible, a chilled vehicle should be used to transport foods.
15. Ensure that all vehicles used for the transportation of the foods should be clean and in good condition.
16. Do not store any waste or any other non-food materials including clothing or chemicals in the transportation vehicle.
17. It is not guaranteed that foods are allergen-free. Therefore, it is not recommended for persons with allergens to consume any prepared food donations.

| | |
|---|--|
| Charity Organization Representative: | |
| By signing this document, I, as a representative of the charity organization receiving the donated foods, agree that all reasonable food safety precautions will be undertaken by the charity organization to comply with the safe food and hygiene standard requirements as per the Charity Food Safety Information Sheet. | |
| Charity Organization Name: | |
| Charity Organization Representative Signature: | |

SAMPLE Safe Food & Hygiene Standards Food Donation Record

| | | | |
|-----------------------------|--|-----------------|--|
| Date of Donation: | | Time: | |
| Hotel Function Name: | | Charity: | |

| Food Items Donated | Allergens | Delivery Temperature | Standard Packaging (y/n) |
|--------------------|-----------|----------------------|--------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | |
|---|--|-------------|--|
| 1. Function Representative: | | | |
| By signing this document, I, as a representative of the company undertaking a function at the hotel, confirm that I agree that the excess foods prepared for this function can be donated to a charity. | | | |
| Signature | | Date | |

| | | | |
|---|--|-------------|--|
| 2. Hotel Representative: | | | |
| By signing this document, I, as a representative of the hotel, agree that the excess foods prepared for this function can be donated to charity and that all reasonable food safety precautions have been taken by the hotel in compliance with safe food and hygiene standard practices. | | | |
| Signature | | Date | |

| | | | |
|---|--|-------------|--|
| 3. Charity Organization Representative: | | | |
| By signing this document, I, as a representative of the charity organization receiving the donated foods, agree that all reasonable food safety precautions will be undertaken by the charity organization to comply with safe food and hygiene standard requirements as per the Charity Food Safety Information Sheet. | | | |
| Signature | | Date | |