

Senate Bill 1383 Resource Guide for

Commercial Edible Food Generators



What's Included



Senate Bill 1383 and what it means for your business



Compliance checklist for edible food generators



Safe food donation guidelines and protection laws



Food recovery agreement template



Food donation tracker template

Contact us

City of Santa Clarita

Phone: (661) 286-4098

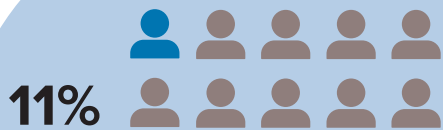
Website: [GreenSantaClarita.com](https://www.GreenSantaClarita.com)



An Introduction to Senate Bill 1383

Senate Bill 1383 (SB 1383) is a California law that requires certain businesses to donate all of their excess edible food. One of the goals of this law is to reduce greenhouse gas emissions that result from the decomposition of food waste. Donating food that is still safe to eat can help decrease pollution and feed hungry people.

Did you know...



of county residents face food insecurity. Los Angeles County has the largest number of food insecure individuals in the nation.

Source: Santa Clarita Valley Food Pantry



13%

of the households in the City of Santa Clarita earn less than \$30,000 per year.

Source: Santa Clarita Valley Food Pantry

Businesses considered to be Tier 1 and Tier 2 edible food generators are required to meet certain requirements to be in compliance with SB 1383. Cities may assess a financial penalty for any instances of noncompliance. This resource guide provides the tools and documents needed to reach full compliance.

Edible Food Generators Defined

Tier 1 Generators

Required to comply by Jan 2022

Food distributors

Food service providers

Grocery stores & Supermarkets*

Wholesale food vendors

Tier 2 Generators

Required to comply by Jan 2024

Health facilities*

Hotels*

Large venues & large events*

Local education agencies*

Non-local entities

Restaurants*

State agencies*

*Contact your city for more specific details on exclusions based on size and operational capacity.



SB 1383 Compliance Checklist



1. Donate **ALL** excess edible food that is fit for human consumption.

☐

No edible food should be found in trash or compost bins upon inspection



2. Have an agreement with a food recovery organization or service that is accessible onsite, either physically or digitally. The organization/service will pick up any food donations from your business free of charge.

☐

A list of each food recovery organization or service that contracts with your business

☐

An accessible copy of each contract or written agreement with all food recovery organizations or services your business works with

Template
included!



3. Keep records onsite, physically or digitally accessible, and make them available to City inspectors when requested. For each food recovery organization/service, have the following information:

☐

Name, address, and contact information

☐

The types of food being donated

☐

The frequency of donation

☐

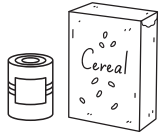
The quantity of food donated (in pounds per month)

Template
included!

Safe Food Donation Guidelines

OK!

Items past their “best by”, “best before”, “sell by”, “use by” and “freeze by” dates can still be donated, excluding baby food and baby formula.



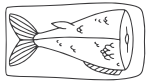
canned goods & shelf stable items

OK!

Unopened or dented

No!

Rusted, bulging or opened



meat & seafood

Unopened

Frozen past the “best by” date

Discolored, moldy or opened

Food that smells “off” or “bad”

Food left out of temperature



dairy items

Unopened and sealed

Opened or unsealed

Moldy or discolored



produce

“Ugly” fruit or veggies

Slight bruising

Some mold (firm produce only)

Covered in mold

Bagged greens that are mostly wet or spoiled

Black bananas

Bagged fruits that are wet, juicy, or falling apart

Any produce that smells “spoiled,” “vinegary” or “off”

Temperature Guidelines

Frozen (32°F or below)

Frozen food, raw meat, seafood

Refrigerated (41°F or below)

Eggs, dairy, cold deli items, precut produce, prepared foods, baked goods with cream or meat

Room Temperature

Baked goods, dry and shelf stable items, whole & uncut produce

Good Samaritan Laws protect you from liability.



California recently passed the California Good Samaritan Food Donation Act (AB 1219), which provides liability protections for entities that make good faith donations of surplus food. The law clarifies and expands liability protections for donated surplus food by:

- Creating a more comprehensive list of entities covered by the law.
- Providing liability protection for donations made directly to end-users.
- Explicitly stating that donation of past-date food is subject to liability protection.
- Providing liability protection to gleaners.
- Expands liability protection to donations made by food facilities, which are subject to food safety regulations and regular inspections, directly to individuals for consumption (direct donation).

Donors are also protected under the Federal Bill Emerson Good Samaritan Food Donation Act. United State Code, Bill Emerson Good Samaritan Food Donation Act Title 42, Chapter 13A, Section 1791 – (c)(1) states that:

A person or gleaner shall not be subject to civil or criminal liability arising from the nature, age, packaging, or condition of apparently wholesome food or an apparently fit grocery product that the person or gleaner donates in good faith to a nonprofit organization for ultimate distribution to needy individuals.

Donating in good faith? You are protected!

Food Recovery Agreement (Page 1/2)

This Agreement (this "Agreement") is dated [month] [day] [year]
between [] ("Donor") and [],
a food recovery organization ("Recipient").

WHEREAS, in connection with its production activities, Donor has and will have leftover foodstuffs and other consumables (the "Goods"). Donor wishes to donate such Goods to Recipient, pursuant to the terms of this Agreement.

1. **DONATION; FREE DISTRIBUTION.** Donor hereby donates the Goods to Recipient. Recipient represents and warrants that (i) the Goods will be distributed for free to Recipient's clients, (ii) Recipient is a nonprofit organization that is operating for religious, charitable, or educational purposes and does not provide net earnings to, or operate in any other manner that inures to the benefit of, any officer, employee, or shareholder of Recipient, (iii) Recipient is knowledgeable of the standards to properly recondition donated food or grocery products, and (iv) Recipient is not providing anything of monetary value to Donor in consideration of the Goods.

2. **INSPECTION.** Recipient acknowledges inspection of each donation of Goods, and satisfaction with their condition.

3. **RELEASE.** Recipient, for itself and its successors, assigns, agents, employees, and representatives, hereby releases and discharges the Donor, and each of their former, current and future directors, officers, shareholders, predecessors, successors, assigns, affiliates, board members, agents, insurance carriers, attorneys, servants, employees (including without limitation any catering company engaged for the preparation and delivery of the Goods) from each and every claim, cause of action, damages (including consequential damages) and demands, loss and expense, including but not limited to attorneys fees and costs, that it has or might have, in any way arising out of or in connection with this Agreement or the Goods except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. The foregoing shall, to the fullest extent of applicable law, be in addition to, and not in replacement or substitution of, any legal protections offered by any "Good Samaritan" or other similar laws in any jurisdiction.

4. **WARRANTY DISCLAIMER.** Donor hereby expressly disclaims all warranties, written or oral, statutory, express or implied, including any warranty of wholesomeness, merchantability, condition, quality, fitness for use, or suitability of the Goods in any respect whatsoever, including any warranty regarding the absence of any defects therein, whether latent or patent; it being understood and agreed that the Goods are being donated in their current condition as of the date hereof. In connection with Donor's donation of the Goods, Donor shall in no event be liable for any claim whatsoever by or through Recipient, or any third party, for any issue or problem with the Goods, whether such claim is based in any form of warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, exemplary or other damages, except to the extent that any such liability cannot be released or waived under applicable Federal, state or local law. Donor neither assumes nor authorizes any person to assume on their behalf any liability in connection with the use or reuse of the Goods.

Food Recovery Agreement (Page 2/2)

5. MISCELLANEOUS. This Agreement and the terms and conditions set forth herein constitute the complete and final agreement between the Donor and Recipient relating to donation of the Goods and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No agreement in any way modifying these terms and conditions will be binding upon the Donor or Recipient unless made in writing and signed by a duly authorized representative of each of Donor and Recipient. This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable federal law (including without limitation the Bill Emerson Good Samaritan Food Donation Act). Recipient shall not use Donor's name or any trademark or reference related to such in connection with the donation, use or disposal of the Goods, without express approval.

IN WITNESS WHEREOF, the undersigned have each read the foregoing agreement and agrees with it.

Donor

_____ <i>Signature</i>	_____ <i>Print Name</i>	_____ <i>Date</i>

_____ <i>Title</i>	_____ <i>Company/Organization</i>	

Recipient

_____ <i>Signature</i>	_____ <i>Print Name</i>	_____ <i>Date</i>

_____ <i>Title</i>	_____ <i>Company/Organization</i>	

Food Donation Tracker

Use the table below to record the **total pounds of food donated** per month to each contracted food recovery organization or service. This includes both self hauled food and food picked up in store.

Month	Year:	Year:	Year:
January	lbs	lbs	lbs
February	lbs	lbs	lbs
March	lbs	lbs	lbs
April	lbs	lbs	lbs
May	lbs	lbs	lbs
June	lbs	lbs	lbs
July	lbs	lbs	lbs
August	lbs	lbs	lbs
September	lbs	lbs	lbs
October	lbs	lbs	lbs
November	lbs	lbs	lbs
December	lbs	lbs	lbs

Donation Partner Information

Organization Name

Address

Contact Information

Frequency of Donations

_____ times per week

Types of Food Donated

check all that apply

- | | |
|--|---|
| <input type="checkbox"/> Baked goods | <input type="checkbox"/> Non-dairy beverages |
| <input type="checkbox"/> Eggs/cheese/dairy | <input type="checkbox"/> Packaged non-perishables |
| <input type="checkbox"/> Frozen food | <input type="checkbox"/> Produce |
| <input type="checkbox"/> Meat/seafood/deli | <input type="checkbox"/> Prepared Food |