



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: June 16, 2021

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Dolores Sendejo, Deputy Superintendent

Item Title: Approve the MOU between The San Antonio Food Bank and SSAISD

Description: The San Antonio Food Bank distributes between nine and eleven products monthly with an emphasis on fresh produce but may also contain snack foods, beverages, or bakery items. This food will be distributed free of charge.

Historical Data: This is the second year we will be having an MOU with The San Antonio Food Bank.

Recommendation: Approve the MOU between The San Antonio Food Bank and SSAISD.

Funding Budget Code and Amount: N/A

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

CFO Funding Approval:

Superintendent:



San Antonio Food Bank



Pop Up Market Program Agreement

This document is an agreement made between San Antonio Food Bank (hereinafter referred to as "food bank") located at 5200 Enrique M. Barrera Parkway San Antonio, Texas 78227 and **South San Antonio ISD** located at **5622 Ray Ellison Blvd.** (hereinafter referred to as "Program"). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the Pop-Up Market Program between the dates of **09/16/2021-09/15/2022**

A. Program Partner AGREES TO:

- The safe and proper handling of food, which conforms to all local, state and federal regulations.
- Willingness to abide by the policies, procedures, and record keeping requirements of San Antonio Food Bank.
- Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.

B. POP UP MARKET PROGRAM PARTNER AGREES TO:

How does a Pop-Up Market work? SAFB's truck arrives prior to the distribution loaded with between nine and eleven products with an emphasis on fresh produce but may also contain snack foods, beverages, or bakery items. The truck will park and the driver will offload pallets of product in a designated area. If frozen product is included pallets will be taken off the truck as needed, so a truck may still be onsite once a distribution starts. Once all pallets have been unloaded, the driver will depart the site allowing for the agency to finish the distribution. The site agrees to begin the distribution as set up is complete to ensure food safety and integrity of the product. Temperature checks must be completed on all frozen and cooler products at least once every 30 minutes. Product can either be distributed directly from the pallets or portions of the product can be set out on folding tables (no food may be distributed from the floor). Any pallets or boxes needing to be returned to SAFB will be picked up with the next Pop Up Market drop. A line of clients or vehicles will form. Each client will walk/drive past the pallets or tables and receive the food. Volunteers/staff are stationed behind the pallets or tables to restock items as needed. There should NOT be any remaining product at the end of the distribution. SAFB wants to ensure that product does not go to waste and the clients in need receive equitable amounts of food. As a result, a preregistration model is advised to determine participation numbers, SAFB may adjust the amount of product being sent to a site based on reporting.

Minimum Requirements

- Identify a site coordinator who will oversee distribution, supervise volunteers, and serve as SAFB primary contact.
- At least one site coordinator must receive some form of food safety training annually, such as ServSafe Food Handler for Food Banking developed by Feeding America and the National Restaurant Association, or an equivalent training.
- At least one site coordinator must complete the full Civil Rights training annually
- Provide minimum of 20 volunteers to assist with unloading, set-up, and food distribution.
- All volunteers must complete an overview of Civil Rights training, and Site Coordinator will have sign-in sheets for volunteers to demonstrate the review was completed prior to the distribution.
- Promote distributions in an organized manner to the surrounding community.
- Site must have a parking lot to accommodate 200-500 vehicles in addition to the pallet/distribution area.

- Complete intake sheets or electronic intake during distributions and ensure documentation is turned in within 3 days of distribution.
- Provide folding tables, plastic bags, disposable gloves, and sign-in sheets for distribution.
- Ensure proper food distribution which includes:
 - o Ensuring that clients in need do not use boxes or bags that show signs of contamination.
 - o Ensuring that volunteers wash hands thoroughly before handling food and wear disposable gloves if handling produce.
 - o Collect any damaged or compromised product and properly dispose of it.
- Provide the safe and proper handling of food, which conforms to all local, state and federal regulations.
- Willingness to abide by the policies, procedures, and record keeping requirements of SAFB.

Use of Food Provided by San Antonio Food Bank:

- Food will be distributed free of charge.
- Food will not be transferred for money, property, or services.
- Food will be distributed on a first-come, first-serve basis for any eligible individual regardless of zip code.
- The site coordinator will ensure the invoice is checked and signed off on before the driver leaves and before distribution. If the invoice and the product do not match, the site coordinator must indicate the overage or shortage on the ticket.
- To adhere with donor expectations, communal prayer is not allowed.
- All food should be distributed until it is gone.
- Homebound neighbors in need – A person who cannot attend regularly due to disability or age is considered homebound. Individuals (proxies) picking up for a homebound-neighbors must provide: A signed letter from the homebound person authorizing the pick-up of food for him/her. A limit of two households per vehicle will be served.
- Volunteers in need will receive the same product and volume of product received by neighbors in need but must not be given priority and to ensure equity will be served last and must be registered and eligible as well to receive food assistance.

Cancellation Policy

- SAFB will contact the primary coordinator of a cancellation with as much notice as possible.
- SAFB may cancel a Pop-Up distribution if SAFB is closed due to bad weather or other circumstances.
- Site coordinators may cancel a distribution if weather conditions endanger the safety of attendees.
- If a coordinator decides to cancel the distribution must provide 24 hours notice. In the event of inclement weather, the coordinator must call SAFB by 8:00 a.m. on the day of the distribution. The coordinator must notify attendees and volunteers of cancellations by—at a minimum—posting signage at the site.

Product Liability:

This Pop-Up Market program is operated under the 501(c)(3) exemption of SAFB and is in collaboration with the undersigned agents.

The undersigned authorized agents of the program named above hereby warrant that the agency will receive surplus foods from SAFB. Said agent further warrants the following:

- The above-described food will be inspected upon receipt and found to be fit for human consumption. • The surplus food is accepted “as is”.
- SAFB and the original donor expressly disclaim any implied warranties of the marketability for a particular use of the food.
- There have been no express warranties in relation to this gift of food.

Agency affirms that the original Donor, SAFB, and Feeding America:

- o Are released by the agency from any liabilities resulting from the donated product. Agency also releases SAFB from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of SAFB.
- o Are held harmless from any claims, losses, causes of action, lawsuits, or obligations to the agency or the donated product.
- o Offer no express warranties in relation to the product. No person is authorized to give warranties on behalf of SAFB or to assume any liability for SAFB.

C. SAN ANTONIO FOOD BANK AGREES TO:

- Appoint a primary contact for the Program to provide administrative oversight and leadership.

- Identify and procure staple food items and/or supplies necessary for the operation of the Program.
- Provide or coordinate training opportunities for Program staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education.
- Ensure that Program partners meet national and local Program objectives through monitoring and periodic site visits at least once every year during designated hours of operation. Any issues will be communicated in writing to the Program partner within seven business days.

D. GENERAL PROVISIONS

Conditions and Stipulations:

- Both parties enter into this agreement voluntarily.
- Either party may terminate the agreement by simply notifying the other party in writing 30 days prior to distribution.
- SAFB reserves the right to limit the types and quantities of food used for distribution at the Pop-Up Market site.
- SAFB reserves the right to make site visits to any distribution site to assure compliance with this agreement and to terminate the agreement without notice if the program is found to be out of compliance.
- SAFB may send out additional SAFB representatives to educate clients on additional resources and/or services.

E. SIGNATURES

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Program Partner Signature (Pastor or Executive Director)

Date

Print Name of representative who signed this agreement

Food Bank Signature:

Food Bank Signature

Date

Print Name of representative who signed this agreement



San Antonio Food Bank



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