

AGREEMENT BETWEEN THE FRUITGUYS LLC.  
AND Alvord Unified

This agreement is between THE FRUITGUYS, hereinafter referred to as COMPANY, and Alvord Unified, hereinafter referred to as NON-PROFIT. Both parties agree to abide by the terms and provisions of this agreement regarding USDA Farmers to Families Food Box (FFB). This agreement will be in effect for at least sixty (60) days, and no more than two (2) years, starting on September 1, 2020. This agreement will cease to be relevant once the USDA FFB program has ended.

**PURPOSE**

The purpose of this agreement is to establish a common understanding and shared expectations related to:

- 1) the delivery of product to NON-PROFIT and its distribution sites,
- 2) communication between COMPANY and NON-PROFIT to maximize and coordinate food box distribution and
- 3) adherence to food safety requirements.

**RESPONSIBILITIES**

This agreement sets forth the understanding between both parties herein concerning their respective roles and responsibilities regarding the communication, coordination, and delivery for the distribution of product boxes. Both parties herein understand and agree to the following:

**COMPANY agrees to:**

- 1) Ensure food safety requirements are met from packing to delivering of food boxes.
- 2) Safely palletize all boxes:
  - a) Pallets should be fully wrapped (in plastic wrap or equivalent) from top to bottom
  - b) Pallets should arrive whole and intact, with no collapsed stacks, loose boxes, or heavily shifted loads.
- 3) Safely load all trucks:
  - a) Trucks should be loaded at, and maintained through delivery, appropriate temperature to ensure safety of the product.
- 4) Effectively communicate with NON-PROFIT point-of-contact (POC) on scheduling changes, delivery schedule and truck to trunk placement.
- 5) Package boxes into USDA required size and portions per contractual requirement with USDA.

**NON-PROFIT agrees to:**

- 1) Assist COMPANY in coordinating the “last mile” distribution of food boxes across the region to help COMPANY meet its contractual obligations, maximize the distribution of boxes to the region, and prevent duplication of deliveries to promote equitable distribution of food boxes across the region to persons of need.
- 2) Communicate any concerns with product quality immediately upon receiving a load at NON-PROFIT dock, or within two (2) hours for external distribution sites.
- 3) Provide signed receipt of product to COMPANY within 24-hours of receipt of a load.

- 4) Provide proof of non-profit status and plan to determine the need of recipients receiving boxes upon request.

DISTRIBUTION

Alvord Unified has agreed to provide sufficient staff to coordinate and support at scheduled distributions, including

- a) ensure safe distribution protocols are established and followed by any staff or volunteers
- b) will minimize person-to-person contact by ensuring the “truck-to-trunk” model and use appropriate Personal Protective Equipment (PPE) to ensure that safe distribution protocols are established and followed by any personnel or volunteers.
- c) communicate any changes to distribution sites or plans immediately to COMPANY, especially as it relates to weather issues, COVID-19 outbreaks, site closures, etc.

Each party has agreed to the following delivery schedule:

- a.) 2 Deliveries per week on the following days: Tuesday and Thursday

NON-PROFIT has the capability to ensure that only needy people, or the food insecure population, will receive the food boxes through the FFFB program. NON-PROFIT has an anticipated participation of 100 individuals/families per week.

Each party agrees to be responsible for their own negligent acts and to hold harmless, indemnify and defend the other party for claims, losses and damages arising from and to the extent of their negligent acts.

  
Name of Authorized COMPANY Contact

August 1<sup>st</sup> 2020  
Date

Dusty Nevatt, Chief Business Officer

\_\_\_\_\_  
Date

POINT-OF-CONTACT INFORMATION

|           | Contact Name  | E-Mail Address   | Phone#       | Notes |
|-----------|---------------|--|--------------|-------|
| NonProfit | Eric Holliday | <a href="mailto:Eric.holliday@alvordschools.org">Eric.holliday@alvordschools.org</a> | 951-509-6201 |       |
| Company   | ERIK MULLER   | erik@fruitguys.com   | 650-246-1200 |       |