

Alameda County Community Food Bank

Capacity-Building Grant Agreement

This is a Capacity-Building Grant Agreement (“Agreement”) dated as of **January 29, 2020**, between Alameda County Community Food Bank, a California nonprofit public benefit corporation (“Food Bank”), and **Chabot College**, a Member Agency (“Agency”).

BACKGROUND

A. Food Bank is a nonprofit organization that provides nutritious food and nutrition education to people in need, educates the public, and promotes public policies that address hunger and its root causes. Food Bank distributes food through a network of over 200 agencies and sites. Agency is a member of that network and, in line with that membership, is party to a Member Agency Agreement with Food Bank (“Agency Agreement”).

B. Food Bank provides capacity-building grants to member agencies to enable them to serve food recipients (“Clients”) more effectively and increase distribution volumes through the acquisition of new assets or procurement of training and other services. Food Bank wishes to make such a grant to Agency to help it buy an asset, and Agency wishes to accept and use it, on the basis set out in this Agreement and the grant plan attached as **Exhibit A** (“Plan”).

Food Bank and Agency agree as follows:

1. GRANT

1.1 Asset Purchase; Grant Payment

Agency will purchase the asset identified in the Plan (“Asset”), and present proof of purchase of the Asset to Food Bank, in form and content acceptable to Food Bank. Food Bank will pay the grant to Agency in a single lump-sum within 30 days of receipt of such proof, unless otherwise specified in the Plan.

1.2 Term

The term of this Agreement is set out in the Plan.

2. ASSET

2.1 Space; Utilities

Agency will ensure appropriate space, dedicated electrical circuit, plumbing, and other facilities are available as necessary to place and safely operate the Asset.

2.2 Asset Use

Agency will use the Asset solely for the purpose of serving Clients under the Agency Agreement. For clarity, Agency may not use the Asset for other programs or activities carried out by Agency, or for personal use by Agency staff, volunteers, or Clients.

2.3 Agency Capacity

Agency acknowledges that increasing Agency’s capacity to serve Clients, as set out in the Plan, is a condition to its retention of the Asset under Section 4.1.

2.4 Expenses; Risk

Agency will be responsible for arranging and paying for all utilities, supplies, repairs, maintenance, and other expenses to properly operate and maintain the Asset. Agency will be

responsible for any taxes and fees arising from Agency's purchase, possession, and use of the Asset. Agency will bear the entire risk of loss, theft, and damage to the Asset.

2.5 Operation; No Alterations

Agency will use the Asset in a careful and proper manner in compliance with applicable user instructions, warranty and insurance requirements, and applicable law. Agency will not make any alterations, additions, or improvements to the Asset without first obtaining the written approval of Food Bank.

2.6 No Sale or Liens

Agency will not sell or otherwise transfer the Asset to a third party, or grant a lien on, the Asset.

3. COMMUNICATION; RELATIONSHIP

3.1 Contact Person

Food Bank and Agency will each appoint one individual to act as principal contact person and to coordinate activities relating to the grant. The initial appointees are identified in the Plan. Food Bank and Agency each may change its contact person at any time and will so advise the other by e-mail or other writing.

3.2 Site Visits

Food Bank may, during normal business hours and with reasonable advance notice, periodically visit Agency's facility and inspect the Asset. The presence of Food Bank's representatives will not limit or affect in any way Agency's obligations under this Agreement.

3.3 Recordkeeping

Agency will maintain its Asset purchase, repair, and other relevant records in a manner that allows Food Bank to review activities relating to the grant, and make them available for review by Food Bank with reasonable advance notice.

3.4 Independence

Food Bank and Agency are and will remain independent contracting and collaborating charitable organizations. The arrangements contemplated by this Agreement do not create a partnership, joint venture, or similar relationship for any purpose. Neither Food Bank nor Agency has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner," "affiliate," or comparable term in any communication is solely for convenience.

4. FOOD BANK SECURITY INTEREST IN ASSET

4.1 Asset Removal

The purpose of the grant and acquisition of the Asset is to enable Agency to better serve Clients. As such, if, during the term: (a) the Agency Agreement is terminated or Agency otherwise is no longer an active member agency of Food Bank; (b) Agency has breached any of its obligations under this Agreement; or (c) Agency does not increase distribution volumes as set out in the Plan, then Agency, upon written notice from Food Bank, will promptly turn the Asset over to Food Bank. Food Bank and Agency will cooperate in determining the best way to carry out removal and delivery to Food Bank or other location designated by Food Bank.

4.2 Security Agreement

For legal reasons, Agency grants to Food Bank a security interest in the Asset in order to secure Agency's obligations under this Agreement, including, without limitation, those created under Section 4.1. Agency authorizes Food Bank to file financing statements and to take other actions as may be appropriate in respect of the security interest created by this Agreement.

5. INSURANCE; INDEMNIFICATION; WAIVER OF LIABILITY

5.1 Insurance

Agency, at Agency's expense, will maintain insurance of types and amounts relating to the Asset as may be specified in the Plan. Agency will provide to Food Bank upon request a certificate of insurance confirming this coverage.

5.2 Indemnification

Agency will indemnify and hold Food Bank, and its directors, officers, employees, agents, and assigns (together, "Food Bank Parties") harmless for any damages or injuries that may occur as a result of, or relating to, Food Bank's grant and purchase and use of the Asset.

5.3 Waiver; Release of Claims

Agency releases and waives all claims against Food Bank and any and all Food Bank Parties for any liability, loss, damages, or claims resulting from death or injury to Agency or damage to the Facility or other property of Agency, caused by or resulting directly or indirectly from the installation, operation, use, or removal of the Asset, regardless of cause and even if caused by the negligence, active or passive, of a Food Bank Party.

6. GENERAL PROVISIONS

6.1 Entire Agreement

This Agreement, together with the Plan and the Agency Agreement, expresses Food Bank's and Agency's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Food Bank and Agency relating to its subject matter. If there are any inconsistencies between the Agency Agreement and this Agreement, the Agency Agreement will control.

6.2 Survival

Sections 2.4, 3.4, 5.2, 5.3, and 6 will remain effective after expiration of the term or any earlier termination of this Agreement.

6.3 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Food Bank and Agency which recites that it is an amendment to this Agreement.

6.4 Assignment

Agency may not, directly or indirectly, assign its rights or delegate its duties under this Agreement except on the same basis as set out in the Agency Agreement.

6.5 Third Party Beneficiaries

Except as specifically provided in Section 5.2 and 5.3, this Agreement is for the exclusive benefit of Food Bank and Agency, and not for the benefit of any third party, including, without limitation, any Client, creditor, landlord, funder, employee, or vendor of Food Bank or Agency.

Food Bank and Agency signed this Agreement as of the date set out in its first paragraph.

ALAMEDA COUNTY COMMUNITY FOOD BANK	[AGENCY]
By: _____	By: _____
Name: _____	Name: Doug Roberts
Title: _____	Title: Acting Vice Chancellor, Business

Exhibit A Grant Plan

Agency Information

Agency name	Chabot College
Agency address	25555 Hesperian Blvd, Hayward, CA 94545
Agency contact person	Sofia Sanchez Pillot Saavedra

Food Bank Information

Food Bank contact person	Clarissa Broughton
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Grant; Term

Amount	\$9,550.02
Term	2 years

Asset

Description	(2) SABA, 54 in. W 47 cu. ft., 2-Glass Door Commercial Refrigerator (1) SABA, 23.0 cu. ft., 1-Glass Door Commercial Reach-In Upright Freezer in Stainless Steele (2) Salsbury Industries 60 in. W x 80 in. H x 24 in. D, Industrial Grade Welded Wire Mobile Wire Shelving in Black (3) 72 in. H x 48 in. H x 18 in. D, 6 – Tier Wire Shelving Unit in Black (2) Salsbury Industries, 36 in. W x 80 in. H x 24 in. D, Industrial Grade Welded Wire Mobile Wire Shelving in Black (1) Muscle Rack, 72 in. H x 36 in. W x 18 in. D, 5 – shelf Steel Commercial Shelving Unit in Black
Location	Fresh Food and Life Pantry portable
Use	Building 3300
Cost	\$9,550.02
Increase in Distribution Volume over Term	Increasing distribution to 4 days a week/20 hours weekly Increasing operation hours to include late afternoons and evenings Double the number of clients served per month to 600 households

Insurance

Coverage	
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Other Terms

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ALAMEDA COUNTY
COMMUNITY
FOOD BANK

Until everyone's fed

Oakland, CA 94614

Thank you for partnering with us in the fight against hunger in Alameda County.

Sincerely,

Artrese L. Morrison

Artrese Morrison
Director of Programs
Alameda County Community Food Bank