



6/27/2022

Josue Hernandez
Las Positas College
3000 Campus Hill
Livermore, CA 94551

Dear Josue Hernandez,

Congratulations! Your Capacity Building Grant application has been Partially Approved, and your organization has been awarded \$31,998.69 to fund your requests. This award amount includes any contributions on the part of your organization.

For a full list of the requests awarded to your organization, please refer to the Grant Plan (Exhibit A) of the following enclosed Grant Agreement.

The Grant Agreement has also been sent to your organization's highest authority (e.g. executive director, pastor) via DocuSign. Please help ensure that this individual, Dr. Jeanne Wilson, completes and signs this Agreement within 5 days of receipt.

Following completion of the Grant Agreement, ACCFB's accounting department will issue an award check. Funds will be made payable only to the organization listed above. ACCFB will mail checks to the address provided in your grant application unless otherwise requested to make available for pickup at the Food Bank.

Please purchase your proposed equipment and services within 30 days of receiving the award check. Save your receipts and other proofs of purchase because ACCFB may need to follow up to confirm your purchases.

Due to the unprecedented number of grant requests for this cycle, we were not able to fund all requests from every partner. In these cases, we prioritized requests that would be most central to maintaining or enhancing food distribution activities.

If you have any questions or need support, please contact your Program Coordinator or Partner Support Associate, Brian Gotanda, bgotanda@accfb.org.

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

Sincerely,

Diana Markley
Director of Programs
Alameda County Community Food Bank



2021

Alameda County Community Food Bank

Capacity-Building Grant Agreement

This is a Capacity-Building Grant Agreement (“Agreement”) dated as of 6/27/2022, between Alameda County Community Food Bank, a California nonprofit public benefit corporation (“Food Bank”), and Las Positas College (“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

The Asset, cost or value of the Grant, and process for purchasing and receiving the asset is set out 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

Subject to Section 4.1, 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, employer/employee relationship, 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 authorized representatives of both Food Bank and Agency which recites that it is an amendment to this Agreement.

6.4 Assignment

A party may not, directly or indirectly, assign its rights and delegate its duties under this Agreement without the prior written approval of the other party.

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.

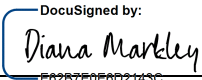
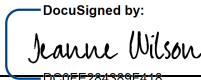
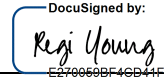
ALAMEDA COUNTY COMMUNITY FOOD BANK	[AGENCY]
By:  <small>DocuSigned by: E02B7E0E0D2143C...</small>	By:  <small>DocuSigned by: DC0FE204309F418...</small>
Name: Diana Markley	Name: Jeanne Wilson
Title: Director of Programs	Title: Vice President of Student Services
By:  <small>DocuSigned by: E270069BF4CB44F...</small>	
Name: Regi Young	
Title: Executive Director	



Exhibit A Grant Plan

Agency Information

Agency name	Las Positas College
Agency address	3000 Campus Hill Dr, Livermore CA 94551
Agency contact person	Name: Josue Hernandez Title: Program Coordinator E-mail: jahernandez@laspositascollege.edu Telephone: 925-424-1494
Agency highest authority	Name: Jeanne Wilson Title: VP of Student Services E-mail: jdwilson@laspositascollege.edu Telephone:

Food Bank Information

Food Bank contact person	Name: Betzaida Mundo Title: Program Coordinator E-mail: bmundo@accfb.org Telephone: 510-635-3663 ext. 703
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Grant; Term

Amount	\$31,998.69
Term	7/1/2022—6/30/20224

Asset: Purchased by ACCFB

Description	N/A
Location	N/A
Use	N/A
Cost	N/A
Agreed Upon Expected Impact	N/A

Asset or Service: Purchased by Agency*

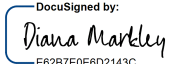
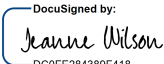
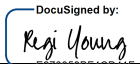
Description	Approved Grant Assets			
	Item description	Qty	Cost, per unit	Cost, total
	Refrigerator	1	\$3,135.99	\$3,135.99
	Freezer	1	\$4,663.99	\$4,663.99
	Microwave Oven	2	\$115.19	\$230.38
	Gondola Starter Unit	6	\$267.00	\$1,602.00
	Gondola Shelves	12	\$36.00	\$432.00
	Gondola Shelves	6	\$41.00	\$246.00
	Tierred Basket Stand	3	\$140.00	\$390.00
	Electric Pallet Jack	1	\$3,840	\$3,840
	Convenience Carts	2	\$185.00	\$370.00
	Rolling Shopping Baskets	4	\$195.00	\$780.00
	LPC Electrical Work	1	\$1,743.75	\$1,743.75
	Installment of Vynyl	1	\$9,791.31	\$9,791.31
	Relocating Furniture	1	\$2,064.00	\$2,064.00
			Sub-total:	\$29,289.42
			Est. tax	\$2,709.27
			Est. shipping	\$0.00
			Total Amount, awarded by ACCFB	\$31,998.69
Location	3000 Campus Hill Dr, Livermore CA 94551			
Use	The agency will use the equipment and services to open a "mini market" that will house many resources available for students and that will be in client choice model.			
Cost	\$31,998.69			
Agreed Upon Expected Impact	<ul style="list-style-type: none"> - 50% growth of perishable food distributed -50% growth of nonperishable food distributed -Increase in operating hours to include evenings -Transition to Client Choice method -Improvement in client service by: Using their internal data (SARS) 			

Insurance

Coverage	N/A
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Other Terms

<p>* For Agency purchases:</p>	<p>Food Bank will pay grant to Agency in a single lump-sum following signing of the Agreement. Agency will purchase the asset(s) identified in the Plan ("Asset or Service") within 30 days of receipt of grant funds. Agency will, upon request, present proof of purchase to Food Bank, in form and content acceptable to Food Bank.</p>
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ALAMEDA COUNTY COMMUNITY FOOD BANK	LAS POSITAS COLLEGE
By:  <small>DocuSigned by: Diana Markley E82B7E0E8D2143C...</small>	By:  <small>DocuSigned by: Jeanne Wilson DC0EE284389E418...</small>
Name: Diana Markley	Name: Jeanne Wilson
Title: Director of Programs	Title: Vice President of Student Services
By:  <small>DocuSigned by: Regi Young E2790389F1CD41F...</small>	
Name: Regi Young	
Title: Executive Director	