

APPROVED

Oct 16 2025

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-180

DATE: October 16, 2025

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PERSHING SQUARE – APPROVAL OF AWARD AND AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE SEASONAL HOLIDAY ICE RINK CONCESSION AT PERSHING SQUARE TO WILLY BIETAK PRODUCTIONS, INC. – CATEGORICALLY EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15304(e) [MINOR TEMPORARY USE OF LAND HAVING NEGLIGIBLE OR NO PERMANENT EFFECTS ON THE ENVIRONMENT, INCLUDING CARNIVALS, SALES OF CHRISTMAS TREES, ETC.] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 4(6) OF CITY CEQA GUIDELINES

B. Aguirre BA

M. Rudnick _____

B. Jones _____

C. Santo Domingo _____

C. Stoneham _____

N. Williams _____



General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve the award of a concession agreement (Agreement) to Willy Bietak Productions, Inc., (Willy Bietak) for the operation and management of the Seasonal Holiday Ice Rink Concession at Pershing Square, for a term of one year with two one-year extension options exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager, in substantially the form attached to this Report as Attachment 1 and subject to approval as to form by the City Attorney;
2. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;
3. Find, pursuant to Charter Sections 371(e)(2) and 371(e)(10), that in connection with the performance of the specialized professional services to be performed under the Agreement, the use of competitive bidding is not practical or advantageous and would be undesirable, impractical or otherwise excused by the common law because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which provider can best provide the services required by RAP for the operation and management of the Seasonal Holiday Ice Rink

Concession at Pershing Square (Facility) and because RAP has released a Request for Proposal (RFP) along with undertaking other outreach efforts to solicit proposals for the operation and management of the Facility but did not receive any responsive proposals;

4. Determine that approval of the proposed Agreement and related activities (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15304(e) [Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc;] of California CEQA Guidelines and Article III, Section 1, Class 4(6) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;
5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing the NOE;
6. Authorize RAP's General Manager or designee to execute the Agreement upon receipt of all necessary approvals; and
7. Authorize RAP staff to make any necessary technical changes consistent with the Board's intent in approving this Report and the proposed Agreement.

SUMMARY

Pershing Square is a public park in downtown Los Angeles, located at 532 S. Olive St., known for its fountains, monuments, statues, and hosting various community events and seasonal activities like an ice rink during the holidays. It includes amenities such as a large seating platform, two children's playgrounds, a chess area, a pet area, and an open elevated Mayan-style amphitheater. Pershing Square has hosted concerts, gatherings, political rallies, and public celebrations; and serves as a major filming location for TV shows and movies.

Willy Bietak currently operates the Seasonal Pershing Square Ice Rink under a Right of Entry Permit, attached to this Report as Attachment 2.

On June 26, 2025, RAP released an RFP (CON-M25-006) for the operation and maintenance of the Citywide Seasonal Holiday Events Concession at over 27 locations throughout the City where it was feasible to have such an event, offering a one-year term with two one-year extension options exercisable at the sole discretion of RAP's General Manager. The RFP requested proposals on seasonal holiday events at one, or multiple locations of the proposers choosing. Pershing Square was one of the locations mentioned in the RFP. In terms of revenue share, the RFP required a minimum Percentage of Gross Receipts (PGR) of 10% on Ticket sales and 20% on Merchandising/Food and Beverage (if applicable) for this location, but encouraged a higher proposed amount for additional consideration.

Outreach for this RFP was conducted via *Daily Journal* advertisement, LAPARKS.org,

RAMPLA.org, and direct email or phone outreach to operators of similar seasonal holiday events or productions in Southern California. Ultimately, several companies attended a pre-proposal conference for the RFP which was conducted via Zoom. Despite these outreach efforts, RAP did not receive any responsive proposals in response to the RFP.

As a result of the unsuccessful RFP, RAP conducted further due diligence and ultimately entered into negotiations with Willy Bietak. RAP staff did an extensive review of the business and vetted its financials and references provided. This concessionaire has been in business for over four decades providing portable ice rinks and live entertainment, and currently provides similar vending services to other municipalities and private companies such as The Safeway Holiday Ice Rink at Union Square San Francisco, Ice at Santa Monica, Hilton Universal Holidays on the Hill, Downtown Ice at Circle of Palms San Jose, Queen Mary Chill Long Beach, Winter Park Ice Rink at Civic Center San Francisco, and Seasonal Rinks in Beverly Hills, Culver City, and Thousand Oaks among others. Therefore, RAP staff recommends the award and approval of the Agreement to them.

AGREEMENT TERMS

The terms of the Agreement include the following:

- An initial one-year term, plus two one-year options.
- A Concession Fee of 10% of gross ticket sales, 10% of gross receipts from canopy rentals, 20% of gross alcohol sales, and 20% of gross merchandise sales.
- Willy Bietak will provide all infrastructure, equipment, and furnishings to create an inviting and profitable seasonal holiday ice rink at Pershing Square (Ice Rink).
- Willy Bietak will operate the Ice Rink on specific days as directed by RAP from November to January.

ENVIRONMENTAL IMPACT

The proposed Project consists of minor temporary use of land having negligible or no permanent effects on the environment.

According to the parcel profile report retrieved on October 2, 2025, this site is not within a coastal, methane, or liquefaction zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of October 2, 2025, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) has not listed the Project site, but has listed four Leaking Underground Storage Tanks: RB Case #: 900130052, RB Case # 900170016, RB Case #: 900140016 and RB Case #: 900710016. The Regional Water Quality Control Board closed all four cases without further action between 1996 and 2001. There is no extensive documentation of measures taken to address these leakages, but given the nature of the Project

and the distance of the relevant sites from the project area, the sites do not constitute a threat for the users of the Ice Rink. According to the Caltrans Scenic Highway Map, there is no scenic highway located within or adjacent to the Project site. A Historical Resources Assessment Report was prepared for the Pershing Square Renovation approved by the Board on May 19, 2022 (BR 22-124) and concluded that the site is not eligible to be listed in the National Register of Historic Places (NRHP) or the California Register of Historic Resources (CRHR) or designated as a City of Los Angeles Historic-Cultural Monument (HCM), therefore the proposed Project will not cause a substantial adverse change in the significance of a historical resource. However, the park does contain three pieces of public art, including the Memorial to the 7th California Infantry (aka Spanish-American War Memorial), which was dedicated in 1900 and ultimately designated as City of Los Angeles Historic-Cultural Monument No. 480; this memorial and other public art in the vicinity of the Project site will not be affected by the proposed Project.

Based on this information, staff recommends that the Board determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15304(e) of California CEQA Guidelines and Article III Section 1, Class 4(6) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT STATEMENT

The estimated revenue to RAP over the initial one-year term is \$92,000.

This Report was prepared by Rahulan Kathir, Management Analyst, Special Operations Branch, Concessions Unit.

LIST OF ATTACHMENTS

- 1) Proposed Agreement for the Operation and Management of the Seasonal Holiday Ice Rink at Pershing Square.
- 2) Right of Entry Permit 2024 Willy Bietak

AGREEMENT
FOR THE OPERATION AND MANAGEMENT OF THE
SEASONAL HOLIDAY ICE RINK AT PERSHING SQUARE

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

WILLY BIETAK PRODUCTIONS, INC.

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AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE SEASONAL HOLIDAY ICE RINK AT PERSHING SQUARE

THIS Agreement (hereinafter referred to as "AGREEMENT") is made and entered into this _____ day of _____, 202__, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "CITY"), and WILLY BIETAK PRODUCTIONS, INC. (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by operating and managing the seasonal holiday ice rink at Pershing Square (hereinafter "CONCESSION"); and

WHEREAS, CITY finds, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

WHEREAS, CITY finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical, or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the CONCESSION; and

WHEREAS, CONCESSIONAIRE desires to enter into this AGREEMENT to provide services of the type and character required therein by CITY for the CONCESSION.

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter to be kept and performed by the respective parties, it is agreed as follows:

SECTION 1. DEFINITIONS

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set forth:

AGREEMENT:	This Concession Agreement consisting of twenty-three (23) pages and nine (10) exhibits (A-J)
BOARD:	Board of Recreation and Park Commissioners
CITY:	The City of Los Angeles, acting by and through its Department of Recreation and Parks
CONCESSION:	Pershing Square Ice Rink Concession
CONCESSIONAIRE:	Willy Bietak Productions Inc.
FACILITY:	Pershing Square
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY. All actions of

the General Manager are subject to review by the BOARD.

LAAC: Los Angeles Administrative Code

LAMC: Los Angeles Municipal Code

PREMISES: The amphitheater area within Pershing Square (532 South Olive Street, Los Angeles, CA 90013), as further described in Section 3 below.

RAP: The Department of Recreation and Parks

STANDARD PROVISIONS: Standard Provisions for City Contracts (Rev. 1/25 V.2) attached hereto as "Exhibit A" and incorporated herein

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE the exclusive right and obligation to operate the CONCESSION on the PREMISES. No other purpose or activity is authorized, including sales of any unapproved merchandise. Additional activities are prohibited without the prior written consent of the GENERAL MANAGER.

The CONCESSION rights herein granted shall be carried on at the FACILITY solely within the limits and confines of said areas designated as PREMISES (Section 3) in this AGREEMENT. CONCESSIONAIRE, by accepting this AGREEMENT, agrees for itself, and its successors and assigns, that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the FACILITY.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITY regarding the services to be offered or products to be sold by respective concessionaires or lessees, RAP shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

RAP reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance; however, RAP shall consider the desire and views of CONCESSIONAIRE.

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at Pershing Square, within the amphitheater area at 532 South Olive Street, Los Angeles, CA 90013. The PREMISES shall include the areas stated in Exhibit J of this Agreement.

CONCESSIONAIRE will be expected to work closely with RAP Divisions and or RAP Park Services regarding the placement and timing of Concession operations within the PREMISES.

Any discrepancy in the definition or boundaries of the PREMISES shall be resolved solely by RAP.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of this AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, relating to the sanitation or the public health, safety or welfare or operations at and use at the PREMISES.

SECTION 4. TERM OF AGREEMENT

The term of this AGREEMENT shall be one (1) year with two one-year (1) extension options exercisable at the sole discretion of GENERAL MANAGER, effective on the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke or decline to exercise an option of this AGREEMENT.

SECTION 5. OPERATING RESPONSIBILITIES

CONCESSIONAIRE shall, at all times during the term of the AGREEMENT, comply with the following conditions:

A. Cleanliness

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area [at least twenty-five (25) feet] clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. CONCESSIONAIRE shall encourage patrons to utilize RAP provided trash receptacles placed near PREMISES area.

B. Conduct

CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of RAP.

C. Disorderly Persons

CONCESSIONAIRE shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

D. Non-Discrimination/Equal Employment Opportunity Practices/Affirmative Action

CONCESSIONAIRE, in its operations at the FACILITY, for itself, its personal

representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT.

CONCESSIONAIRE agrees that in the event of breach of the above nondiscrimination covenant, with proper notification as per Exhibit A Section PSC-9, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

E. Personnel

1. Freedom from Tuberculosis

For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, CONCESSIONAIRE shall provide RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

2. Qualified Personnel

CONCESSIONAIRE will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with RAP. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No person employed by CONCESSIONAIRE, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory, RAP may direct CONCESSIONAIRE to remove that person from the PREMISES.

3. Concession Manager

CONCESSIONAIRE shall appoint, subject to written approval by RAP, a Concession Manager of CONCESSIONAIRE'S operations at the FACILITY.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase

and develop the CONCESSION. During the days and hours established for the operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession Manager, subject to RAP approval. If a new manager is not assigned within three business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. Approval of Employees, Volunteers and Subcontractors

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. CONCESSIONAIRE must have each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) who is located on site, fingerprinted and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction.

F. Menu and Pricing

If the CONCESSIONAIRE is selling food and beverages as part of the CONCESSION, RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.

CONCESSIONAIRE shall offer for sale to the public food items and beverages as described in CONCESSIONAIRE's Proposal (Exhibit C to this Agreement)

CONCESSIONAIRE shall not use artificial trans-fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans-fat. CONCESSIONAIRE shall attempt to use only artificial trans-fat free prepackaged food items.

CONCESSIONAIRE will implement the proposed plan based on the Good Food Purchasing Program from the Los Angeles Food Policy Council as approved by RAP and shall comply with the terms of the Good Food Purchasing Program (Exhibit D). All food/beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class, high-quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All menu items kept for sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER, and CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for sale without the consent of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.

CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic. CONCESSIONAIRE shall comply with the Zero Waste City Facility and Events on City Property Ordinance (Exhibit E)

CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

G. Diversion of Business

CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under this AGREEMENT.

H. Equipment, Furnishings, Expendables, and Infrastructure

All equipment, furnishings, expendables, and infrastructure required for the CONCESSION that the CONCESSIONAIRE has proposed shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property. If, upon expiration or termination of this AGREEMENT, RAP does not renew or replace said AGREEMENT with another written agreement, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables from the PREMISES and shall be allowed a period of three (3) calendar days to complete said removal. Any items not removed within that period shall become the property of RAP.

I. Maintenance of Equipment, Furnishings, Expendables, and Infrastructure

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, furnishings, expendables, and infrastructure. All maintenance, repairs and

replacement of all equipment, furnishings, expendables, and infrastructure shall be performed at the sole expense of CONCESSIONAIRE.

J. **Claims for Labor and Materials**

The CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP property (including reports, documents, and other tangible matter produced by CONCESSIONAIRE hereunder), against CONCESSIONAIRE's rights hereunder, or against RAP, and shall pay all amounts due under the California Unemployment Insurance Code with respect to such labor.

K. **Signs and Advertisements**

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of RAP property without the prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies. CONCESSIONAIRE shall post, implement, and enforce for the public, all required safety rules and regulations related to the CONCESSION.

CONCESSIONAIRE shall place a public notice that CONCESSIONAIRE operates the CONCESSION. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints should be referred directly to CONCESSIONAIRE.

At PREMISES, CONCESSIONAIRE shall provide the following credit, or as proportions of signage allow, similar credit as approved by RAP in writing:

"In Collaboration with the City of Los Angeles Department of Recreation and Parks."

RAP may, at its discretion, install umbrellas or canopy shade structures bearing the City's or RAP logo. Said umbrellas or canopy shade structures shall be provided by RAP at no cost to CONCESSIONAIRE. RAP-issued umbrellas and/or canopy shade structures shall remain City property and shall be returned to RAP upon the expiration or earlier termination of this AGREEMENT.

L. **Utilities**

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the CONCESSION PREMISES.

CONCESSIONAIRE shall reimburse RAP if any utility charges are paid by RAP.

M. **Safety**

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit

F) - (see Section 19, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

N. Environmental Sensitivity

CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with RAP policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

O. Fund Raising Activities

CONCESSIONAIRE is expected to cooperate with RAP personnel on all matters relative to fund-raising and/or special events at the discretion of RAP.

P. Amplified Sound

No amplified sound is permitted by CONCESSIONAIRE, without prior approval from RAP.

Q. Quiet Enjoyment

RAP agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

SECTION 5.1 ADDITIONAL OPERATING RESPONSIBILITIES AND CONTRACT TERMS SPECIFIC TO THE PERSHING SQUARE ICE RINK

CONCESSIONAIRE shall also comply with the terms and operating responsibilities specific to the Ice Rink as stated in Exhibit J.

SECTION 6. HOURS / DAYS OF OPERATION

CONCESSIONAIRE shall set up and open for business as follows:

12:00 PM to 10:00 PM daily throughout the season

CONCESSIONAIRE will conform to RAP park operating hours and closure requirements.

CONCESSIONAIRE may submit a written request to the General Manager or designee to change days/hours of operation. Hours of operation are subject to changes as directed by RAP.

SECTION 7. REVENUE-SHARING FEE PAYMENT

A. Payment Amount

As part of the consideration for RAP granting the CONCESSION rights set forth, CONCESSIONAIRE shall make to RAP a revenue-sharing payment as follows:

- Ten Percent (10%) of Gross Receipts (PGR) from all tickets sold
- Twenty Percent (20%) of Gross Receipts (PGR) from all merchandise sold
- Ten Percent (10%) of Gross Receipts from all canopy rentals
- Twenty Percent (20%) of Gross Receipts from all sales of alcoholic beverages

CONCESSIONAIRE may retain One-hundred Percent (100%) of Gross Receipts from all food sold, but must reinvest such funds in the operations of the Ice Rink for investments that benefit the community and RAP.

B. Revenue-Sharing Payment Due

The Revenue-Sharing Payment shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month, based on the gross receipts received during the prior calendar month. The payment and Remittance Advice Form (Exhibit G) shall be addressed to:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
ATTENTION: Partnership and Revenue Branch/Concessions Division
P.O. Box 86328
Los Angeles, CA 90086-0610

Payments may also be made by electronic deposit, which may be arranged by submitting a request to the department contact listed in Section 19.A.

C. Gross Receipts Defined

The term "gross receipts" is defined as the total revenue collected for services or goods (whether or not such services are performed as a part of or in connection with the sale of goods) by the CONCESSIONAIRE. CONCESSIONAIRE shall maintain an accurate accounting method for the CONCESSION which correctly reflects all gross receipts and disbursements by CONCESSIONAIRE from the CONCESSION operation. Methods of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents for his CONCESSION, but not include any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
4. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;

5. The value of any merchandise, supplies, or equipment exchanged or transferred from or to CONCESSIONAIRE's other business locations where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the PREMISES;
6. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
7. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
9. Fair market trade-in allowance, in the event merchandise is taken in trade;
10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as a result of any of the following:

12. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;
13. Any losses resulting from bad checks received from consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser; and,
14. Any arrangement for a rebate, kickback, or hidden credit given or allowed to a customer.

D. Monthly Revenue-Sharing Reports

CONCESSIONAIRE shall transmit with their revenue-sharing payment a Gross Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit G), after the conclusion of each calendar month.

E. Late Payment Fee

Should CONCESSIONAIRE fail to pay any of the revenue-sharing payments or any other fees, charges, or payments required by this AGREEMENT on time, it shall be considered a material breach of this AGREEMENT. RAP may terminate this AGREEMENT or take such other legal action in response as it deems necessary.

Without waiving any rights available at law, in equity or under this AGREEMENT, if any of CONCESSIONAIRE's payments are late or delinquent, the latter recognizes that RAP will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE shall pay to RAP a late fee set

forth below to compensate RAP for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charge for late or delinquent payments shall be Fifty Dollars (\$50.00) for each month late plus interest calculated at the rate of Eighteen Percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the Fifteenth (15th) day of the month in which payment is due.

RAP's acceptance of late revenue-sharing payments shall not be deemed as a waiver of any other breach by CONCESSIONAIRE of any term or condition of this AGREEMENT other than the failure of CONCESSIONAIRE to timely make the particular revenue-sharing payment so accepted.

SECTION 8. ADDITIONAL FEES AND CHARGES

- A. If CITY pays any sum or incurs any obligations or expenses which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE shall pay to CITY the sum so paid or the expense so incurred, including all interest, costs, [including CITY's Fifteen Percent (15%) administrative overhead cost], damages, and penalties. This amount shall be added to the revenue-sharing payment thereafter due, and each and every part of the same shall be and become additional revenue-sharing payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the monthly revenue-sharing payment set forth in Section 7.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of PREMISES for purposes not expressly permitted herein, whether approved in writing by the GENERAL MANAGER or not, may result in additional charges; however, any such use without the prior written approval of GENERAL MANAGER shall also constitute a material breach of this AGREEMENT and is prohibited.

SECTION 9. INSURANCE

CONCESSIONAIRE shall follow insurance guidelines in the STANDARD PROVISIONS (Exhibit A); provide and maintain the Required Insurance and Minimum Limits (Exhibit H); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit H).

SECTION 10. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all damage/maintenance repairs, to the satisfaction of RAP.

A. Correction of Conditions Leading to Damage

If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of RAP, could lead to significant damage to CITY property, RAP may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand. If, for any reason, payment of such fees becomes delinquent, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

B. Property Damage and Theft Reporting

CONCESSIONAIRE shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit I) in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by RAP.

C. Pest Control

CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the AGREEMENT area in clean condition. RAP may direct CONCESSIONAIRE to take additional measures to abate pests, which are an immediate threat to public health or safety.

SECTION 11. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment

and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;

4. Use, create, store or allow any hazardous materials as defined in Title 8, Section 339 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
5. Allow any sale by auction upon the PREMISES;
6. Permit undue loitering on or about the PREMISES;
7. Use the PREMISES in any manner that will constitute waste; or
8. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 12. RATIFICATION

At the request of RAP, and because of the need therefore, CONCESSIONAIRE may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with CONCESSIONAIRE for such services.

SECTION 13. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to One Thousand Dollars (\$1,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S Deposit shall be in the following form:

A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the order of the City of Los Angeles.

A. Agreement of Deposit and Indemnity

CONCESSIONAIRE unconditionally agrees that in the event of any default, RAP shall have full power and authority to use the deposit in whole or in part to indemnify RAP. All deposits of checks must be immediately so deposited by RAP.

B. Maintenance of Deposit

Said Deposit shall be held by RAP during the entire term of the AGREEMENT.

C. Return of Deposit to CONCESSIONAIRE

Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by RAP in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. RAP reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to RAP by CONCESSIONAIRE as shown by any exit audits performed by RAP, or as compensation to RAP for failure to adhere to or execute the terms and conditions of the AGREEMENT.

SECTION 14. TAXES, PERMITS, AND LICENSES

- A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.
- B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
- C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 15. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or

purchaser. For purposes of this Section 15, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 16. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this AGREEMENT and for at least three years thereafter.

A. Employee Fidelity Bonds

At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

B. Cash and Record Handling Requirements

If requested by RAP, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to RAP for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other businesses operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash transaction records shall be retained so that day to day sales can be identified.
5. Any other accounting records that RAP, in its sole discretion, deems necessary for proper reporting of receipts.

C. Method of Recording Gross Receipts

CONCESSIONAIRE must utilize an electronic point-of-sale (POS) system, including hardware and software, to record transactions and receipts. Such POS system must be capable of accepting credit and debit card payments; providing receipts to patrons; have a price display which is and shall remain at all times visible to the public; and have controls in place to make it equivalent to a non-resettable cash register. Proper cash handling procedures must be in place. CONCESSIONAIRE shall not purchase or install the POS system, including hardware and software, before obtaining RAP's written approval of the

specific hardware and software to be purchased. The POS system must be able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports daily through remote communication of the systems.

D. Annual Statement of Gross Receipts and Expenses

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to RAP, on or before April 30th, of each calendar year during the term of the AGREEMENT. An extension may be granted in writing, prior to the April 30th due date, by RAP, provided sufficient verification of the need for the extension is provided, as accepted by the GENERAL MANAGER. The charge for late or delinquent Statements shall be One Hundred Dollars (\$100.00) per month or part thereof late.

In addition, RAP may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to RAP shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay RAP within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 17. REGULATIONS, INSPECTION, AND DIRECTIVES

A. Constitutional and Other Limits on CONCESSIONAIRE's Rights to Exclusivity

Notwithstanding exclusivity granted to Concessionaire by the terms of this Agreement, the City in its discretion may require Concessionaire, without any reduction in rent or other valuable consideration to Concessionaire, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

B. Conformance with Laws

CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;
2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. **Permissions**

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or RAP.

D. **Right of Inspection and Access to Concession**

CITY, RAP, their authorized representatives, agents and employees shall have the right to enter the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE's operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform RAP fully as to CONCESSIONAIRE's conduct. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.
2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.
3. To ensure quality control and verify the validity of mandatory operating permits

E. **Control of Premises**

RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

F. **First Source Hiring Ordinance**

Unless otherwise exempt, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the LAAC, as amended from time to time.

1. CONCESSIONAIRE shall, prior to the execution of the AGREEMENT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
 - a. At least seven business days prior to making an announcement of a specific

employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

- b. Interview qualified individuals referred by EWDD; and;
 - c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
- 3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
 - 4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of CONCESSIONAIRE's subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

- G. **Zero Waste City Facility and Events on City Property Ordinance (Exhibit E)**
CONCESSIONAIRE that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions are incorporated into and made a part of this AGREEMENT by reference. Any subcontract entered into by CONCESSIONAIRE for work to be performed under this AGREEMENT must include an identical provision.

SECTION 18. SURRENDER OF POSSESSION

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to RAP on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or RAP, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of RAP and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of

RAP shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 19. NOTICES

- A. To RAP:
Unless otherwise stated in the AGREEMENT, written notices to RAP hereunder shall be addressed to:

Department of Recreation and Parks
Attention: Concession Unit
P.O. Box 86328
Los Angeles, CA 90086

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices may also be emailed to RAP's Concessions Analyst.

RAP shall provide CONCESSIONAIRE with written notice of any address change within thirty (30) days of the occurrence of said change.

- B. To CONCESSIONAIRE:
The execution of any notice to CONCESSIONAIRE by RAP shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail, or transmitted via email by RAP. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

Willy Bietak Productions, Inc.
Attn: Matt Kessinger of Willy Bietak Productions, Inc.
12405 Venice Boulevard #8
Los Angeles, CA 90066

CONCESSIONAIRE shall provide CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

SECTION 20. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provisions for City Contracts (Rev. 1/25 [V.2])
- B. Concession Premises Maps
- C. Proposal submitted by CONCESSIONAIRE
- D. Good Food Purchasing Program (Rev. 2023)
- E. Zero Waste City Facility and Events on City Property Ordinance
- F. Form General No. 87 "Non-Employee Accident or Illness Report"
- G. Monthly Remittance Advice Form
- H. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- I. Special Occurrence and Loss Report
- J. Additional Contract Terms and Ice Rink Specifications For Pershing Square Ice Rink Holiday Event

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, and 11) Exhibit J.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks and CONCESSIONAIRE has executed the same as of the day and year herein below written.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Department of Recreation and Parks

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this AGREEMENT.

BY: _____ DATE: _____
JIMMY KIM
General Manager

CONCESSIONAIRE

BY: _____ DATE: _____
Title: _____

BY: _____ DATE: _____
Title: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

BY: _____ DATE: _____
BRENDAN KEARNS
Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

SAMPLE AGREEMENT EXHIBIT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

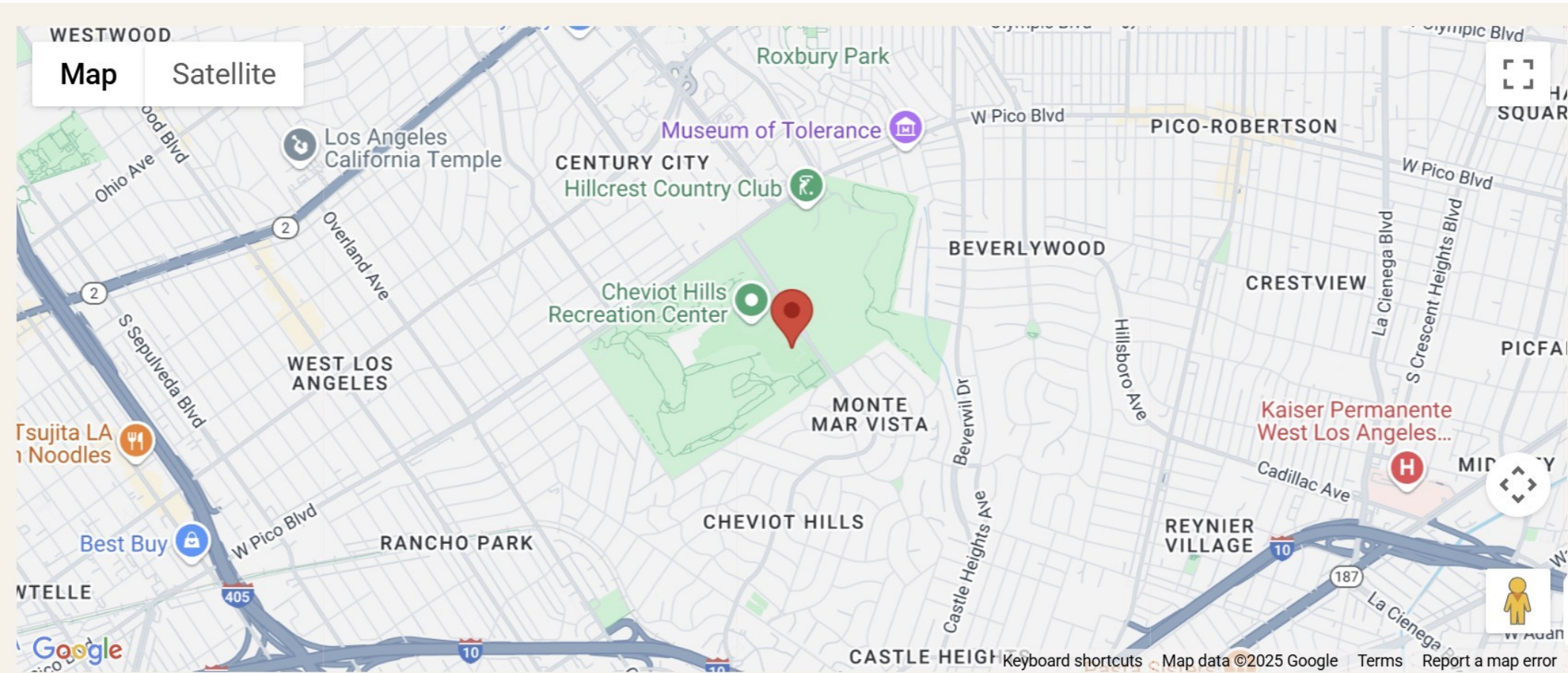
Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

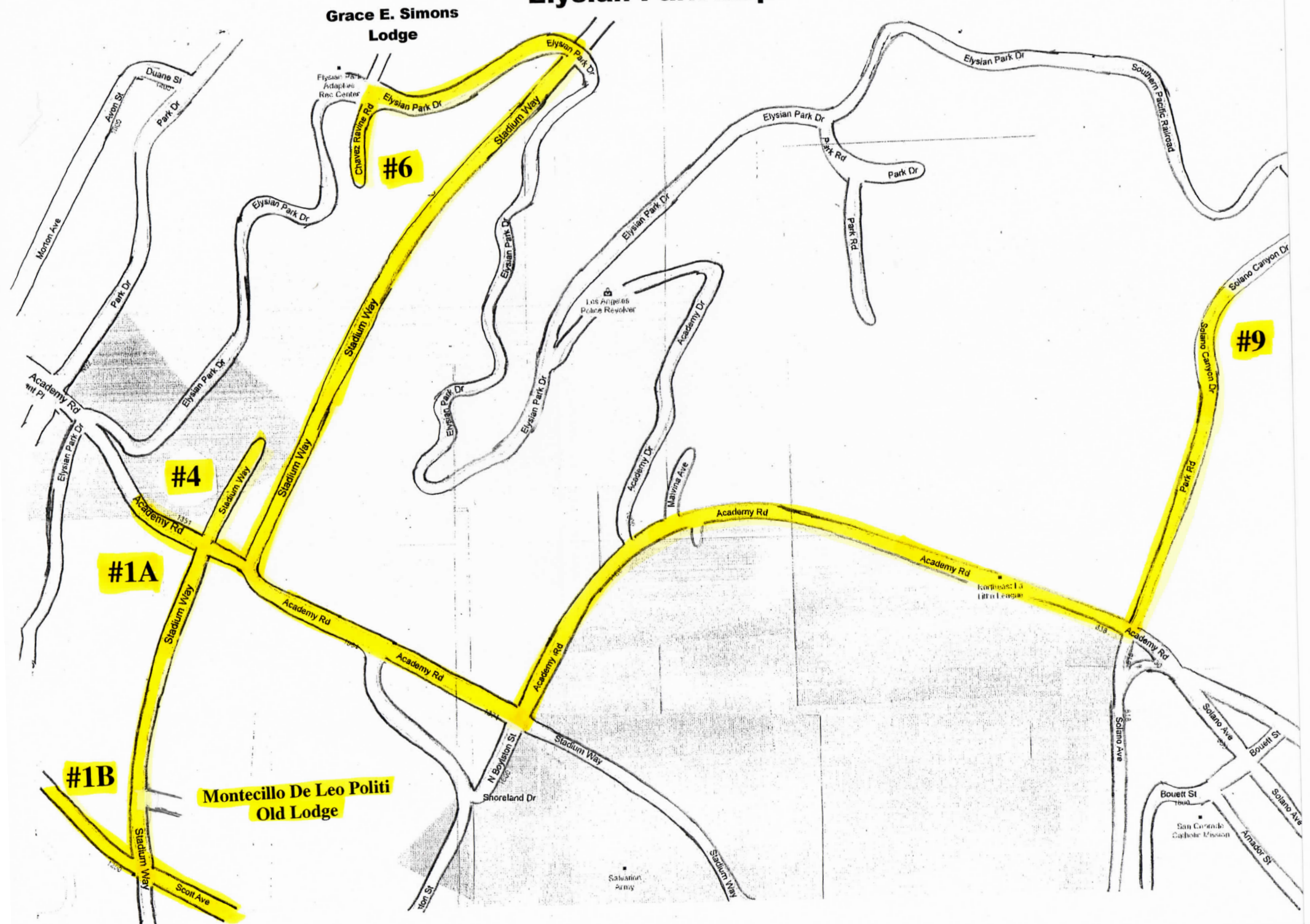
	Limits
Workers' Compensation (WC) and Employer's Liability (EL)	
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
	WC _____ Statutor y EL _____
General Liability	
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
Professional Liability (Errors and Omissions)	
Discovery Period _____	
Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____
Pollution Liability	
<input type="checkbox"/> _____	
Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
Crime Insurance	
Other: _____ _____ _____ _____	

SAMPLE AGREEMENT EXHIBIT B-CHEVIOT HILLS

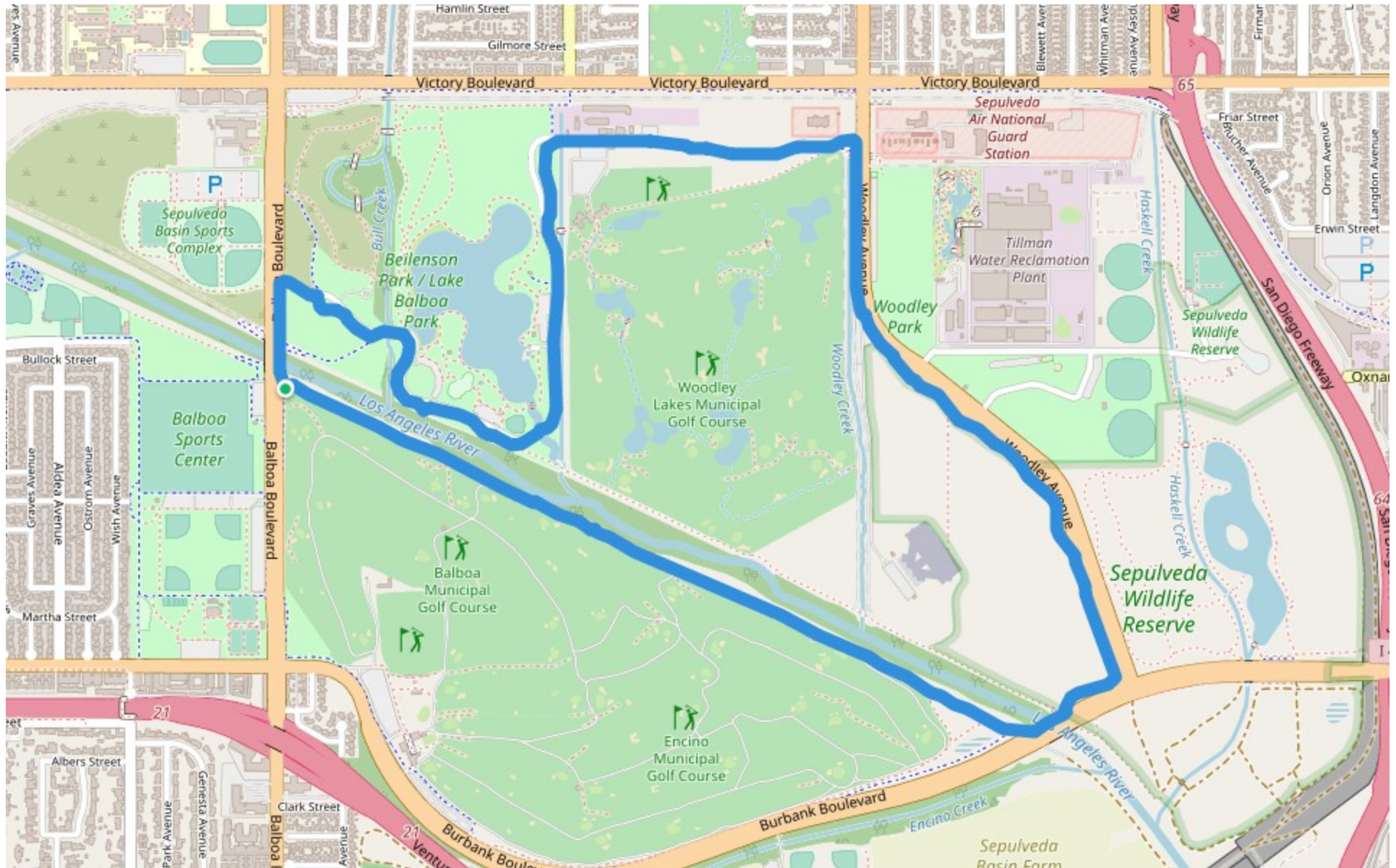


Elysian Park Map

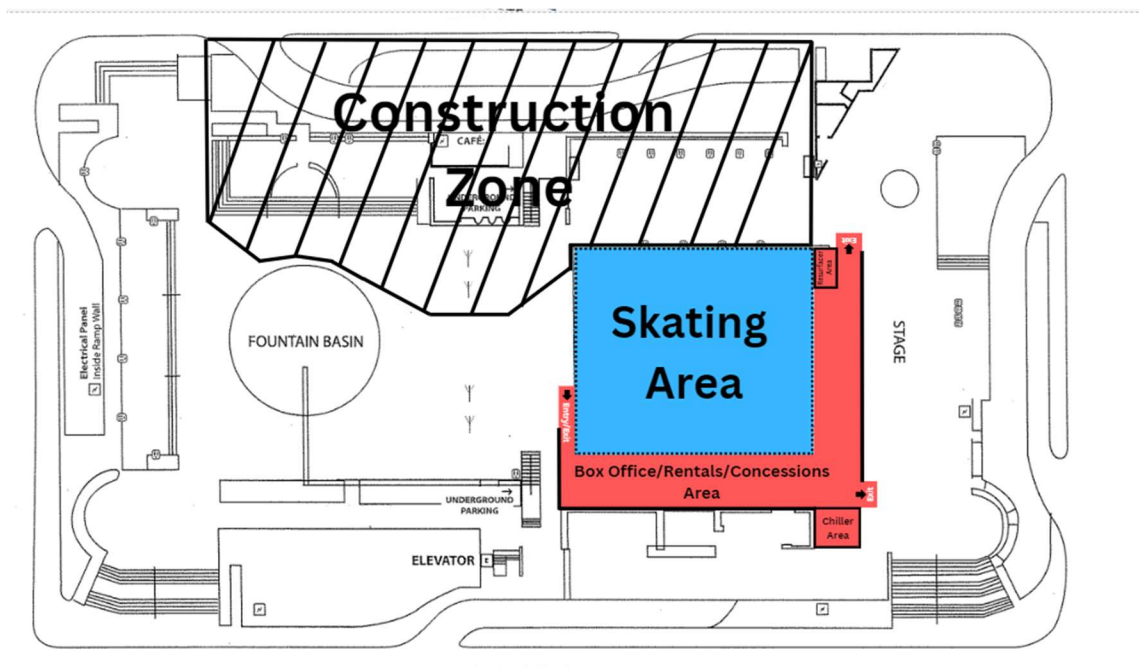
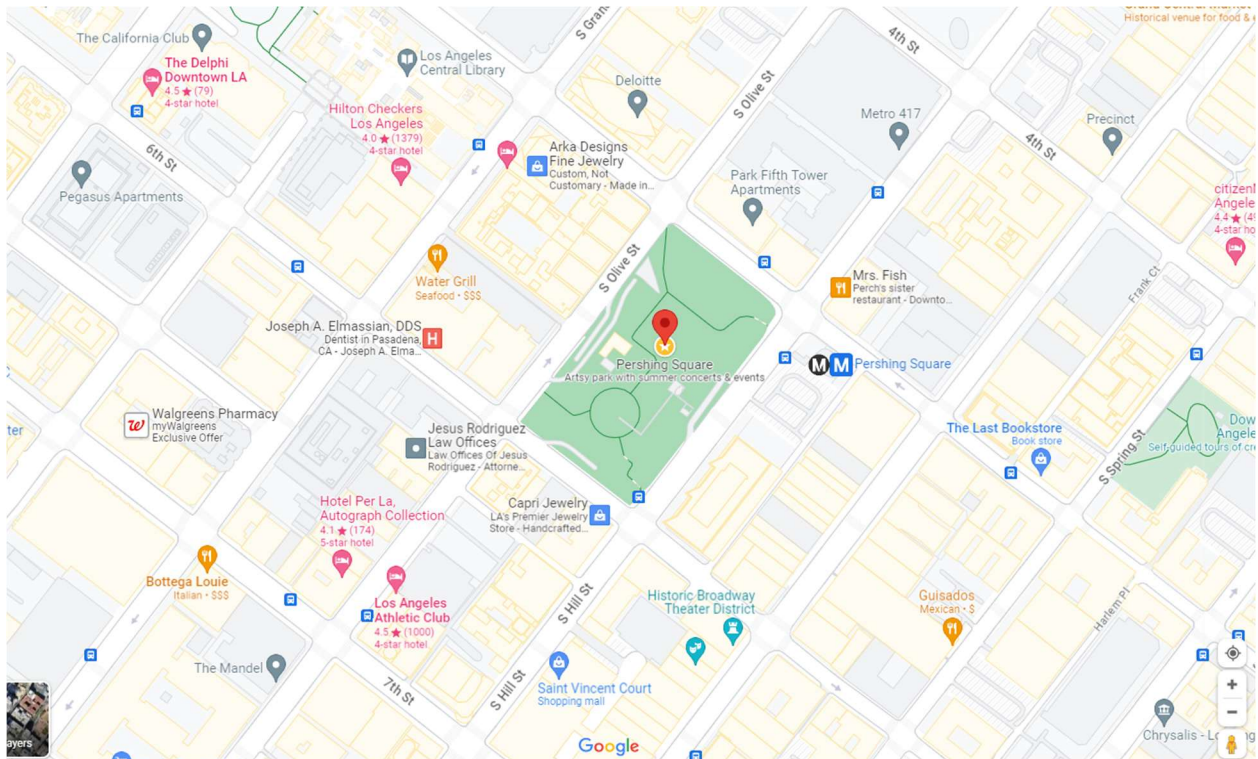
SAMPLE AGREEMENT EXHIBIT B-ELYSIAN PARK



SAMPLE AGREEMENT EXHIBIT B LAKE BALBOA



SAMPLE AGREEMENT EXHIBIT B PERSHING SQUARE





SAMPLE AGREEMENT EXHIBIT B TRAVEL TOWN

Travel Town Museum

5200 West Zoo Drive, Los Angeles 90027

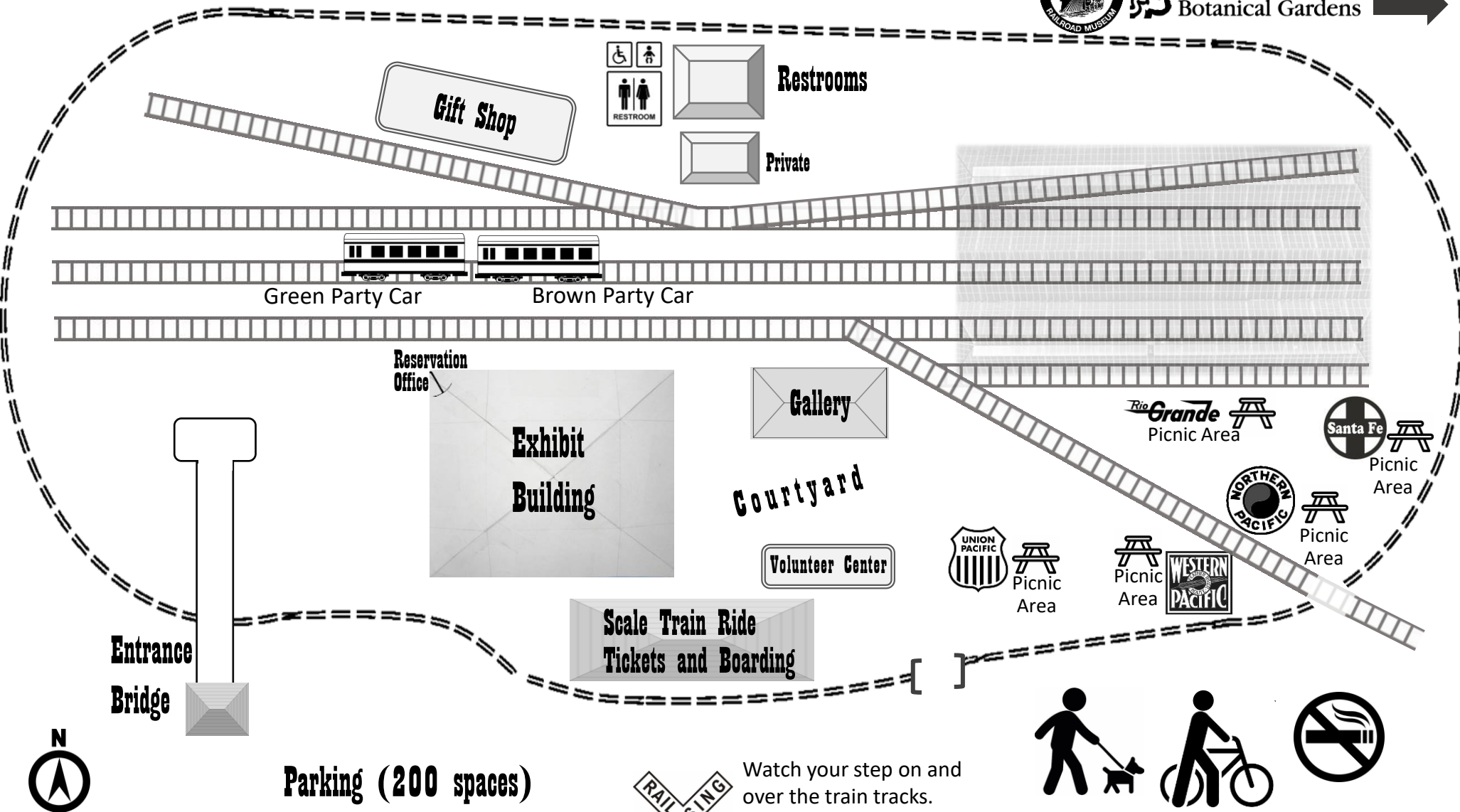
323-662-5874 www.laparks.org/traveltown

Orientation Map

Featuring Picnic, Party, and Event Spaces



Los Angeles Zoo & Botanical Gardens



Picnic Areas and **Party Cars** may be reserved in advance for a modest fee

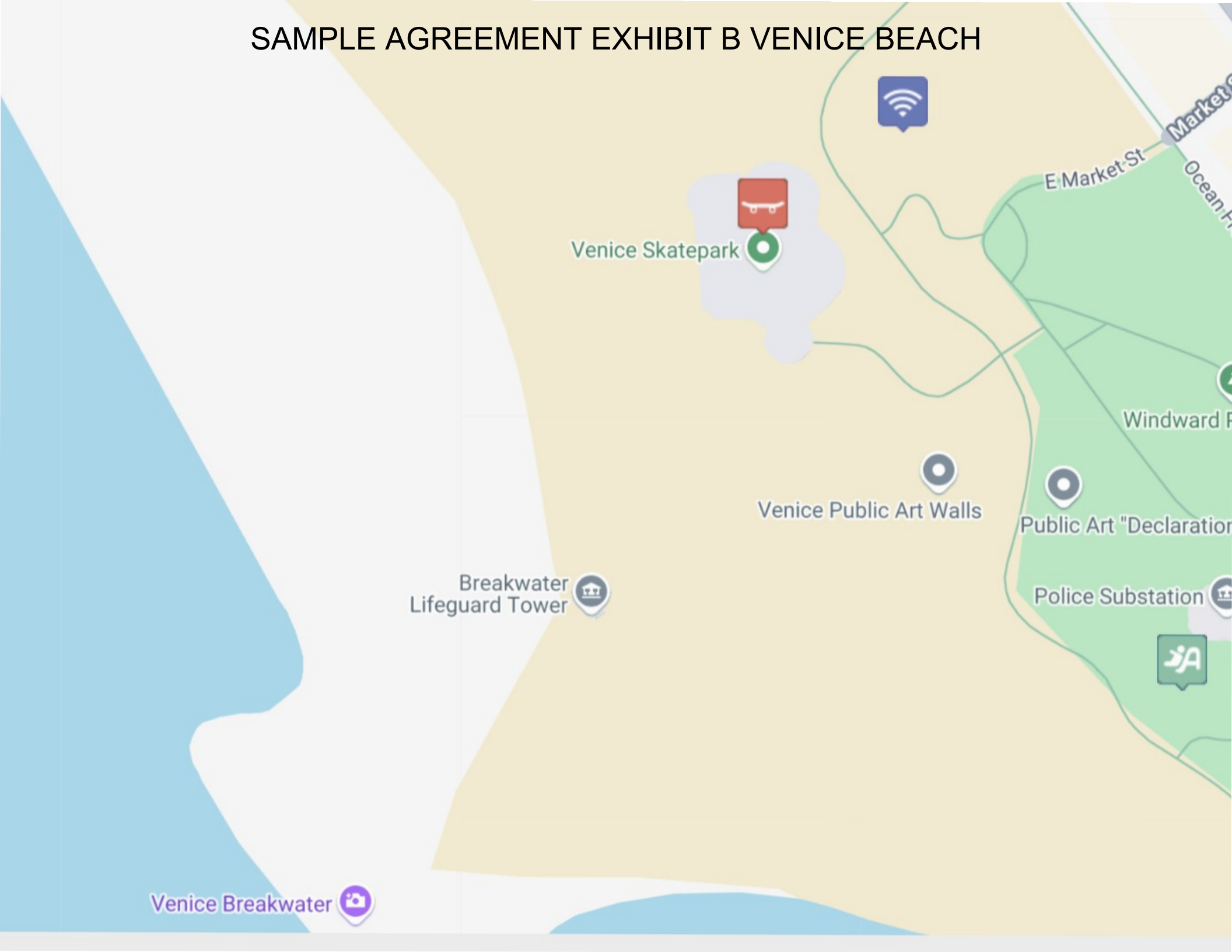


Watch your step on and over the train tracks. Keep an eye and ear open for moving railroad equipment.



Please keep your dogs on a leash and walk your bicycle within the grounds. All parks, including Travel Town, are no-smoking zones.

SAMPLE AGREEMENT EXHIBIT B VENICE BEACH



SAMPLE AGREEMENT
EXHIBIT C PROPOSAL SUBMITTED BY CONCESSIONAIRE

SAMPLE AGREEMENT EXHIBIT D



Good Food Purchasing Program:

PURCHASING STANDARDS FOR
FOOD SERVICE INSTITUTIONS

v3.0 // 2023



SAMPLE AGREEMENT EXHIBIT D

FOREWORD

by Alexa Delwiche

The year 2022 marked the tenth anniversary of the first adoption of the Good Food Purchasing Program by the City of Los Angeles and Los Angeles Unified School District. It feels like yesterday that our working group presented the first version of the Standards—our scoring methodology—to the Los Angeles Food Policy Council Leadership Board in a crowded conference room on the 17th floor of Los Angeles City Hall. Looking back, I can still recall a certain energy in the room that afternoon that I had never felt before or since. I suppose it captured the significance of the moment. One moment in particular stands out, when one of our City Hall champions reflected: “This policy is going to change the world.”

EQUITY, ACCOUNTABILITY, TRANSPARENCY

LOCAL AND COMMUNITY-BASED ECONOMIES

ENVIRONMENTAL SUSTAINABILITY

VALUED WORKFORCE

ANIMAL WELFARE

COMMUNITY HEALTH AND NUTRITION

“Changing the world” seemed like an overreach. Still, it would be fair to say that, thanks to our many dedicated partners and team, the expansion of GFPP exceeded our wildest expectations. An idea that took shape in the sub-basement of a government building has now spread across the country to more than 25 jurisdictions—and counting. GFPP has united thousands of advocates, policymakers, funders, value chain businesses, and public institutions around the idea that public food dollars can and must serve the public good. The framework now informs food procurement models around the world. In 2018, the Good Food Purchasing Program was recognized by the Food and Agriculture Organization of the United Nations as one of the world’s best policies promoting agroecology. The Good

Food Purchasing Program framework has been adapted in a multitude of beautiful, creative, and strategic ways by changemakers committed to the idea that extraordinary things can happen when you have a “North star” like the Good Food Purchasing Standards and a process that leaves no one behind.

Since the early days of GFPP, the world has undergone seismic changes: a global pandemic; racial justice uprisings; an attempt to undermine our democracy—to name a few. While the US Congress still debated (beyond comprehension) whether climate change was real, my hometown of Santa Rosa, California, became one of dozens of communities devastated by climate-fueled wildfires. Within that context, GFPP may seem like an incremental step towards progress,

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The Center for Good Food Purchasing uses the power of procurement to create a transparent and equitable food system that prioritizes the health and well-being of people, animals, and the environment.

Photo (L-R): Alexa Delwiche, Colleen McKinney, Joann Lo, Paula Daniels

Some of the team that advanced the 2012 Good Food Purchasing Program adoption in Los Angeles, pictured at the Power of Procurement Summit, which brought together leaders from across the country in 2019.



but sometimes that is how change is made: one step at a time. It has also modeled the kind of collaboration and innovation we need to solve the most intractable challenges of our time. Tackling the climate crisis, racial injustice, and food insecurity, among other things, will require efforts like GFPP and others that build deep democratic engagement and make opaque systems more transparent, just, equitable, and accountable.

Alexa Delwiche is the Co-Founder and Executive Director of the Center for Good Food Purchasing.



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Suzanne Adely, Food Chain Workers Alliance
Suzanne McMillan, ASPCA
Tad Bowman, Denver Red Rocks Amphitheater
Tanya Kerssen, Real Food Media

Tara Walker, NYC Human Resources Administration
Ted Schettler, Health Care Without Harm
Tida Pradith, NYC Department of Homeless Services
Tim Kinsella, Cook County Jails
Tina White, Real Food Generation (formerly)
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INTRODUCTION

Ten years since the first release of the Good Food Purchasing Standards, we are pleased to present the Good Food Purchasing Standards 3.0. Then as now, we offer the Standards as one tool to help us realize our collective vision of a transparent and equitable food system, through the lens of public procurement.

As more and more people have joined and co-created this movement, the Good Food Purchasing Standards have evolved. The Standards 3.0 reflect the learnings of our many partners—with contributions from nearly 300 individuals and organizations in the Good Food Purchasing network during the drafting period and so many more over the course of the last five years. It also reflects the analysis of the [Anchors in Action Aligned Framework](#) process co-facilitated by the Center, Health Care Without Harm, and Real Food Generation.

The two previous versions of the Standards focused primarily on the outcomes of Good Food Purchasing Program implementation. If we've learned anything from our work together over the last decade, it's that outcomes are intrinsically linked to how the work happens: the ways in which an ecosystem of stakeholders with shared values work toward a shared vision, using shared data and shared decision-making. We've come a long way. The Standards 3.0 reflect this journey.

While some of what you'll read in the Standards 3.0 may be new, these are not new ideas. Many of the central elements included in Standards 3.0 embrace and reinforce [agroecological principles](#) such as co-creation, participation, sharing of knowledge, diversity, and responsible governance—approaches to agricultural production and food systems that have been practiced for thousands of years. When networked, prioritized, and adequately resourced, these approaches allow us to “build a new global food system based on participation, localness, fairness, and justice.”

“

Visioning means imagining, at first generally and then with increasing specificity, what you really want... Vision without action is useless. But action without vision is directionless and feeble. Vision is absolutely necessary to guide and motivate. More than that, vision, when widely shared and firmly kept in sight, does bring into being new systems.

—DONELLA H. MEADOWS

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WHAT ARE THE STANDARDS?

The Standards are a scoring methodology and rating system by which the Center for Good Food Purchasing analyzes how institutional food purchasing aligns with values of the Good Food Purchasing Program. The Standards provide a framework to guide institutions, policymakers, and community-based organizations and grassroots coalitions in using public food dollars to support community values and reimagine a food system based on racial equity, transparency, and accountability.

The Standards are used by institutions to set goals and take actions that shift their purchases toward values-aligned suppliers and products. They are also used by policymakers and municipal leaders to guide strategy and communicate progress toward shared goals. And importantly, they are used by local grassroots coalitions to translate purchasing data into organizing and advocacy strategies that have a measurable impact on the lives of families and communities most impacted by food system injustice.



Photo: Grocery Walk with DC Greens

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How are the Good Food Purchasing Standards different?

The Good Food Purchasing Standards 3.0 reflect over a decade of learning and wisdom by hundreds of partners, gleaned through countless hours of experimenting, collaborating, sharing, and recalibrating. They build on a foundation laid in 2012 that has helped build community power, break silos, and create a culture shift toward Good Food values.

One emblematic example of how our ability to collaborate has flourished over the last decade is the joint update process we undertook with the Anchors in Action alliance, composed of the Center for Good Food Purchasing, Health Care Without Harm, and Real Food Generation. Together, we developed aligned purchasing standards that speak in a unified voice and support movement building, thus unlocking our collective power.

Following the release of the Aligned Framework, we worked with our network to incorporate the Framework into the Standards as well as additional learnings about the ways in which prior versions of the Standards had been implemented in cities, regions, and institutions.

01

You will see a number of changes reflected through this update. First, the Standards 3.0 uplift the importance of how values-based procurement is implemented for meeting targets in the five value categories through the addition of Fundamental Strategies that cover the wide range of levers operators can use to impact purchasing outcomes:

- Community engagement, transparency, and accountability
- Professional development and employee wellness
- Menu and culinary
- Supplier (and supply chain) engagement
- Policy and procurement

02

The Standards 3.0 infuse the Good Food Purchasing Program's core principles of Equity, Accountability, and Transparency into requirements with things like:

- Targets for purchasing from local growers or producers of color.
- Required fundamental strategies targeted at supporting supplier diversification, public transparency and reporting, policy and contractual commitments to GFPP values and core principles, and community engagement.

03

They incorporate new strategies that reflect how institutions are actually implementing the values in practice, including hybrid strategies for:

- Increasing sustainable purchases and decreasing carbon and water footprints for meeting environmental sustainability goals.
- Increasing high animal welfare purchases while decreasing overall weight of animal products purchased to decrease animal lives in the supply chain.

SAMPLE AGREEMENT EXHIBIT D

04 They reflect an aim to deepen the impact of Valued Workforce standards on outcomes for workers by strengthening guidance around enforcement, including:

- Incorporation of contractual commitments by vendors to ensure compliance with international and domestic labor laws along their supply chains and a protocol for sanctions in the case of contractual non-compliance.
- Public reporting for food contracts and suppliers, including those with labor laws violations.
- Disqualifications for international human rights violations (including violation of the right to organize and use of forced, slave, and/or child labor).

05 The Standards 3.0 expand Community Health and Nutrition requirements, including:

- Moving the target for purchasing animal products raised without routine use of antibiotics from Environmental Sustainability to Community Health and Nutrition based on the human and community health impacts associated with the misuse and overuse of antibiotics in animal agriculture.
- Adding a target for increasing whole and minimally processed food purchases over time.

06 The Standards 3.0 include updated value category names to reflect current priorities and intent of the goals:

- Local and community-based economies
- Community health and nutrition

We look forward to continuing on this path with you and welcome your feedback in improving this living, breathing tool for the benefit of everyone in our food system.

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GOOD FOOD PURCHASING PROGRAM RATINGS



GOOD FOOD LEADER: **BRONZE**

Bronze status will expire after 36 months if an institution has not conducted another assessment and an updated action plan within that time period, as institutions are encouraged to make progress toward Good Food Leader: Gold status.

- ☐ Complete a Good Food Purchasing Program assessment
- ☐ Commit to the reporting requirements and improvement over time
- ☐ Develop an action plan aimed at achieving Good Food Leader: Gold status



GOOD FOOD LEADER: **SILVER**

- ☐ Complete a Good Food Purchasing Program assessment
- ☐ Commit to the reporting requirements and commit to improvement over time
- ☐ Implement an action plan aimed at achieving Good Food Leader: Gold status
- ☐ Meet Equity, Accountability, and Transparency requirements
- ☐ Demonstrate progress toward minimum targets in each of the five value categories, including percentage purchasing or reduction targets
- ☐ Implement at least five additional strategies, including at least one in each value category



GOOD FOOD LEADER: **GOLD**

- ☐ Complete a Good Food Purchasing Program assessment
- ☐ Commit to the reporting requirements and commit to improvement over time
- ☐ Implement an action plan aimed at maintaining Good Food Leader: Gold status
- ☐ Meet Equity, Accountability, and Transparency requirements
- ☐ Meet all five value category minimum requirements, including percentage purchasing targets
- ☐ Implement at least ten additional strategies, including at least one in each value category

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VALUE CATEGORY SUMMARY CHECKLIST

The following is a list of requirements in each value and principle of the Good Food Purchasing Program. An institution has reached Good Food Leader: Gold status when all of these requirements have been met.

GOOD FOOD LEADER: GOLD CHECKLIST

OVERARCHING REQUIREMENTS

- ☐ Complete a Good Food Purchasing Program assessment
- ☐ Commit to the reporting requirements and commit to improvement over time
- ☐ Implement an action plan aimed at maintaining Good Food Leader: Gold status
- ☐ Implement ten or more Additional Strategies, including at least one in each value category

EQUITY, ACCOUNTABILITY, AND TRANSPARENCY REQUIREMENTS

- ☐ Report annually on progress towards fundamental strategies
- ☐ Share purchasing data, assessments, purchasing targets, and/or implementation plans publicly
- ☐ Dedicate staff time to community engagement
- ☐ Develop a supplier/vendor diversification plan

LOCAL AND COMMUNITY- BASED ECONOMIES REQUIREMENTS

- ☐ Meet purchasing targets for local and community-based sourcing
- ☐ Meet purchasing target for suppliers who have experienced negative systemic social and/or economic impacts (in year three and later)
- ☐ Meet purchasing target for suppliers who identify as people of color (in year three and later)

ENVIRONMENTAL SUSTAINABILITY REQUIREMENTS

- ☐ Meet purchasing targets for sustainable sourcing and/or reduction targets for carbon and water footprint
- ☐ Make and implement a plan to eliminate seafood products listed as "Avoid" by Monterey Bay Aquarium Seafood Watch

VALUED WORKFORCE REQUIREMENTS

- ☐ Meet purchasing targets for sourcing from fair suppliers
- ☐ Ensure vendors and suppliers respect workers rights and comply with labor laws through contractual requirements and enforcement

ANIMAL WELFARE REQUIREMENTS

- ☐ Meet purchasing targets for sourcing high animal welfare products and/or reduction targets for weight of animal products sourced to divert animal lives from the food system
- ☐ Serve plant-based entree options at each meal service

COMMUNITY HEALTH & NUTRITION REQUIREMENTS

- ☐ Increase whole/minimally processed food purchases
- ☐ Purchase animal products raised without routine antibiotic usage
- ☐ Meet checklist targets

EQUITY, ACCOUNTABILITY, AND TRANSPARENCY

Strategies in this category have been identified based on their importance as part of implementing values-based procurement to create a more equitable, accountable, and transparent food system—the core principles of the Good Food Purchasing Program. There are also Additional Strategies across other value categories that reflect the core principles.



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EQUITY, ACCOUNTABILITY, AND TRANSPARENCY REQUIREMENTS

-  Share purchasing data, assessment(s), purchasing targets, and/or implementation plans in a publicly accessible location with community members to facilitate engagement and transparency.
-  Dedicate staff time to engaging with community members (including, but not limited to, people served by meal programs, food service workers, constituents, and local food businesses) in informing values-based purchasing decisions and processes. Community engagement may be measured in one or more of the following ways:
 - The creation of a position that includes community engagement around the Good Food Purchasing Program in the job description within the food service division.
 - Having a protocol in place for giving and receiving food service-related feedback via another department within the organization (e.g. a community relations department within a hospital system).
 - Obtaining a letter from a community-based coalition that affirms the existence of effective pathways for institutional engagement with constituents and impacted communities (e.g. students, food service workers)
-  Have or develop a supplier/vendor diversification plan with goals that include reporting and accountability measures. Measures should be disaggregated by demographic group, including race and gender. Plan implementation should prioritize purchases and address barriers to entry for suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to¹) women, veterans, persons with disabilities, and especially people of color, across all supply chains and to the greatest extent possible. Model strategies for addressing critical barriers include:
 - Adopting a supplier/vendor diversification policy with annual purchasing targets.
 - Supporting cost-sharing for approved value category programs, labels, and third-party certification and the administrative infrastructure to maintain them.
 - Helping businesses defray the cost of infrastructure needed to sell to institutions.
 - Allowing suppliers to bid on partial contracts.
 - Circulating solicitation opportunities publicly, hosting pre-bid meetings, and allowing for maximum response time.
 - Providing administrative support (i.e. filling out delivery and financial paperwork, providing easy-to-use record keeping platforms, printing, etc).
 - Developing payment timelines in coordination with small and mid-sized suppliers that meet their needs, set into policy, and follow through on payment deadlines.
 - Creating feedback loops between procurement staff and current or aspiring institutional suppliers owned and operated by people of color. Feedback loops should facilitate offering and receiving feedback on solicitations and procedures to inform continuous process improvement.
-  Develop and implement comprehensive institutional policy(ies) that reflect community needs and values and prioritize transparency, racial equity, local economies, environmental sustainability, valued workforce, animal welfare, and community health and nutrition within their operations and food procurement. Ensure these institutional policies are embedded in agreements for contracted food services and that mechanisms are developed to ensure compliance and accountability through reporting and active contract management.²
-  Report annually on progress toward additional [fundamental strategies](#).

¹ The Small Business Administration defines socially disadvantaged individuals as having "at least one objective distinguishing feature that has contributed to social disadvantage, such as race, ethnic origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar causes not common to individuals who are not socially disadvantaged. Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities.

² See Appendix C for Good Food Purchasing Policy Template.

LOCAL AND COMMUNITY-BASED ECONOMIES

Vibrant and resilient regional economies allow communities to regain power in decision-making about their local food system and the land that supports it. When buying power remains within a regional economy—across production, processing, manufacturing, and distribution in a given region—it creates shorter, more resilient supply chains and the potential for a circular economy. In a circular economy, different sectors are mutually reinforcing.



SAMPLE AGREEMENT EXHIBIT D

LOCAL AND COMMUNITY-BASED ECONOMIES

To strengthen equity and resilience in a local economy, institutional procurement and related strategies should:

- Prioritize local suppliers, especially small and mid-sized farms, manufacturers, and food businesses that are privately, cooperatively, or nonprofit owned and operated within a 250 mile radius.
- Prioritize suppliers that are entrepreneurs of color and community members most impacted by current and historic economic marginalization.
- Leverage institutional buying power, infrastructure, financial resources, staff time, and land in support of community members, food producers, and food workers who have experienced negative systemic social and/or economic impacts.
- Build partnerships with community members to ensure that food products and menus reflect the interests and cultures of everyone they serve.
- Identify pathways for purchasing from small and community-based suppliers for products that can't be grown or harvested within the mileage limitations, such as seafood, coffee, cocoa, and sugar.

Photo: Austin Independent School District



SAMPLE AGREEMENT EXHIBIT D

LOCAL AND COMMUNITY-BASED ECONOMIES

PURCHASING STRATEGIES

INITIAL	>>	YEAR 3	>>	YEAR 5
Purchase Local Food		Purchase Local Food and Prioritize Suppliers Who have Experienced Negative Systemic Social and/or Economic Impacts		

SOURCING TARGETS

INITIAL	>>	YEAR 3	>>	YEAR 5
Of the total dollars spent annually on food products, local food sources contribute:		Meet Initial Targets		Of the total dollars spent annually on food products, local food sources contribute:
<p>5% AT LEVEL 3 OR</p> <p>10% AT LEVEL 2 OR</p> <p>15% AT LEVEL 1</p>		<p>10% of local qualifying food comes from suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to) people who are (or have been) impacted by poverty and food insecurity, women, veterans, persons with disabilities, or People of Color.³</p> <p>5% of local qualifying food comes from suppliers who identify as People of Color.^{4,5,6}</p>		<p>15% AT LEVEL 3 OR</p> <p>20% AT LEVEL 2 OR</p> <p>25% AT LEVEL 1</p> <p>15% of local qualifying food comes from suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to) people who are (or have been) impacted by poverty and food insecurity, women, veterans, persons with disabilities, or People of Color.⁷</p> <p>10% of local qualifying food comes from suppliers who identify as People of Color.^{8,9,10}</p>

³ See footnote 1.

⁴ If an institution is operating in a state with People of Color (POC) farmers accounting for less than 5% of all farms (national average, 2017 USDA census) the institution may request an alternative purchasing threshold commensurate with the state's percentage of POC farms, as documented in the most recent USDA census (or alternative publicly available dataset).

⁵ 5% sourced from people of color may be part of the 10% target above.

⁶ Per input received via the Anchors in Action project, the Standards use "People of Color" when referring to all groups of racially subjugated people. When lifting up certain populations for a specific purpose the Center will refer to these populations as specifically as possible (e.g., Black, Somali, Indigenous, Latinx, Mexican, Asian, Hmong, Pacific Islanders, etc.).

⁷ See footnote 1.

⁸ See footnote 4.

⁹ See footnote 5.

¹⁰ See footnote 6.

SAMPLE AGREEMENT EXHIBIT D

QUALIFYING CRITERIA FOR LOCAL AND COMMUNITY-BASED ECONOMIES SOURCES¹¹

LEVEL 1 ¹²	LEVEL 2	LEVEL 3
SCALE (revenue): <ul style="list-style-type: none"> • Produce: Very large scale operations (as per the USDA definition of farm size in the most recent <u>USDA Census of Agriculture</u>¹³) >\$5 million • Other:¹⁴ Very large-scale operations >\$50 million¹⁵ 	SCALE (revenue): <ul style="list-style-type: none"> • Produce: Large scale operations (\$1 million-\$5 million) • Other:¹⁶ Large-scale operations (\$20 million-\$50 million) 	SCALE (revenue): <ul style="list-style-type: none"> • Produce: Medium scale operations <\$1 million • Other:¹⁷ Medium scale operations <\$20 million
AND		
OWNERSHIP: Privately, cooperatively, or nonprofit owned and operated, or B Corp certified		
AND		
LOCATION¹⁸: Production location is within 250 miles (or 500 miles ¹⁹ for meat, poultry, and seafood)		



- 11 Supplier qualities (such as ownership demographics or structure) and product attributes that cannot be verified via certification, business registration, or public claims may also be verified through an approved Locally-Led Verification program proposal for qualifying suppliers. For more information on Locally-Led Verification, See Appendix G: Locally-Led Supplier Verification Pilot Program Guidance
- 12 Aggregated products (like dairy and produce) that 1) are purchased from an aggregator that qualifies for location and ownership criteria; and 2) are majority (75%+) supplied by suppliers (of any scale) that also qualify for location and ownership criteria, will qualify.
- 13 United States Department of Agriculture (January 2015).
- 14 Multi-ingredient products with ingredients that can be verified as majority local (50%+) will qualify. Credit will be weighted as follows:
 - 100% credit if source farm qualifies
 - 66% credit if processor/shipper, but NOT source farm, qualifies
- 15 See Appendix A: Frequently Asked Questions for more information about revenue range for Level 1.
- 16 See footnote 13.
- 17 See footnote 13.
- 18 Institutions may submit an alternative geographic radius if they: meet ownership structure requirements; provide a justification that production capacity within 250 miles (500 miles for meat, poultry, and seafood) is insufficient to meet program goals; leverage an existing standard definition; and secure written approval from key stakeholders (diverse community coalition, student/patient council, or other existing stakeholder body).
- 19 See Appendix A: Frequently Asked Questions for more information about expanded local radius for animal products.

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Environmentally sustainable farms and food businesses build healthy ecosystems by improving soil health, increasing biodiversity, reducing the use of fossil fuel-based pesticides and fertilizers, and reducing the carbon and water footprint of food production—while advancing public health and worker safety. Environmentally sustainable fishing operations protect habitat, ensure wild sustainable fish stocks, and support traditional and local fishing economies—while advancing public health and worker safety. The promotion of climate-friendly diets and sustainably produced foods can reduce the environmental impact of our food system and incentivize the adoption of sustainable farming, fishing, ranching, and business practices.

ENVIRONMENTAL SUSTAINABILITY



Photo: Coho salmon trolling in Southeast Alaska courtesy of DC02

SAMPLE AGREEMENT EXHIBIT D

ENVIRONMENTAL SUSTAINABILITY

Institutional procurement and related strategies focused on environmental sustainability and climate change mitigation create positive impacts throughout the supply chain (e.g. food production, processing, packaging, distribution, consumption, and disposal), including:

- + community health and universal rights to clean air and water;
- + the reduction or elimination of synthetic pesticides and fertilizers;
- + improved soil health and carbon sequestration;
- + reduced fossil fuel energy inputs and the protection of water resources;
- + biodiversity and ecological resilience;
- + reduced food waste;
- + reduced greenhouse gas emissions; and
- + the reduction or elimination of single-use plastics and other resource-intensive packaging.



SAMPLE AGREEMENT EXHIBIT D

ENVIRONMENTAL SUSTAINABILITY

PURCHASING STRATEGIES

INITIAL

>>

YEAR 5

Purchase Environmentally Sustainable Food **and/or** Reduce Carbon and Water Footprint

SOURCING TARGETS

INITIAL

>>

YEAR 5

FOR ALL OPTIONS 1-3 BELOW: Work with vendors to eliminate all purchases of wild-caught and farmed seafood listed as "Avoid" by Monterey Bay Aquarium Seafood Watch²⁰ so that no "Avoid" seafood is purchased by Year 3.

OPTION 1: Purchase Environmentally Sustainable Food

Of the total dollars spent annually on food products, environmentally sustainable food sources contribute:

5% AT LEVEL 3 OR

10% AT LEVEL 2 OR

15% AT LEVEL 1

FOR ALL OPTIONS 1-3 BELOW: By Year 3, and each subsequent year, no seafood purchased should be listed as "Avoid" by Monterey Bay Aquarium Seafood Watch.

OPTION 1: Increase Environmentally Sustainable Food Spend

Of the total dollars spent annually on food products, within five years, environmentally sustainable food sources contribute:

15% AT LEVEL 3 OR

20% AT LEVEL 2 OR

25% AT LEVEL 1

OPTION 2: Reduce Carbon and Water Footprint

REDUCE 25% FROM BASELINE YEAR

Reduce carbon and water footprint of meat, poultry, cheese, non-milk dairy items, eggs, and fish purchases by at least 25% per meal served from the baseline year;

AND

Perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in the waste stream and implement at least three source reduction approaches that maximize food waste reduction and environmental benefits.

OPTION 2: Reduce Carbon and Water Footprint

REDUCE 5% FROM BASELINE YEAR

Reduce animal products²¹ purchased to reduce carbon^{22, 23} and water footprint^{24, 25, 26} per meal served²⁷ by at least 5% from baseline year;²⁸

AND

Perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in the waste stream and implement at least two source reduction approaches²⁹ that maximize food waste reduction and environmental benefits.³⁰

Continued on pg. 23

²⁰ 100% of seafood purchased should not be listed as 'Avoid' within 3 years of the baseline.

²¹ Animal product refers to any products derived from an animal, including meat, poultry, eggs, and dairy.

²² Carbon refers to "carbon equivalent" and includes GHG (carbon, methane, nitrous oxide) emissions to air.

²³ For the purposes of calculating carbon and water footprints, the baseline year is considered to be the first year that complete weight data is received.

²⁴ Refer to Table A for carbon and water footprint conversion factors and food types measured.

²⁵ See footnote 23.

²⁶ Special calculations of water/carbon for "better meat" will be considered in cases where a credible analysis has been conducted to evaluate the carbon emissions associated with the production of that particular meat source.

²⁷ "Per meal served" is included in this measure to serve as a denominator to control for any increases or decreases in the number of eaters at an institution. For institutions that are not able to provide a total number of meals, an alternative metric may be used including, but not limited to, the number of people served at an institution.

²⁸ Reduction is measured by pounds (lbs) of animal product purchased per meal served (using carbon and water conversion factors in Table A to determine carbon and water footprint).

²⁹ See Appendix I: Food Waste Audit and Source Reduction Strategy Guidance for more guidance.

³⁰ Complete baseline waste audit at applicable sites within the first year and align with EPA/USDA goal of 50% reduction from the baseline by 2030.

SAMPLE AGREEMENT EXHIBIT D

SOURCING TARGETS, CONTINUED

INITIAL	>>	YEAR 5
<p>FOR ALL OPTIONS 1-3 BELOW: Work with vendors to eliminate all purchases of wild-caught and farmed seafood listed as “Avoid” by Monterey Bay Aquarium Seafood Watch³¹ so that no “Avoid” seafood is purchased by Year 3.</p>		<p>FOR ALL OPTIONS 1-3 BELOW: By Year 3, and each subsequent year, no seafood purchased should be listed as “Avoid” by Monterey Bay Aquarium <u>Seafood Watch</u>.</p>
<p>OPTION 3: Purchase Environmentally Sustainable Food and Decrease Carbon and Water Footprint Of the total dollars spent annually on food products, environmentally sustainable food sources contribute:</p> <p>3% AT LEVEL 3 OR 7% AT LEVEL 2 OR 10% AT LEVEL 1</p> <p>AND</p> <p>REDUCE 3% FROM BASELINE YEAR</p> <p>Reduce carbon and water footprint by at least 3% from the baseline year AND perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in waste stream and implement at least two source reduction approaches³² that maximize food waste reduction and environmental benefits.³³</p>		<p>OPTION 3: Increase Environmentally Sustainable Food Spend and Decrease Carbon and Water Footprint Of the total dollars spent annually on food products, within five years, environmentally sustainable food sources contribute:</p> <p>8% AT LEVEL 3 OR 12% AT LEVEL 2 OR 15% AT LEVEL 1</p> <p>AND</p> <p>REDUCE 15% FROM BASELINE YEAR</p> <p>Reduce carbon and water footprint by at least 15% from baseline year AND perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in waste stream and implement at least three source reduction approaches³⁴ that maximize food waste reduction and environmental benefits.³⁵</p>

ENVIRONMENTAL SUSTAINABILITY

TABLE A: Conversion Factors for Carbon and Water Footprint^{36,37}

Food Type	lb CO2 equivalent/lb edible	Blue + Green gallons H2O/lb edible
Beef	41.35	2,263
Cheese	8.91	5,605*
Pork	9.83	1,796*
Turkey, Other Poultry	4.40	660*
Chicken	4.40	660*
Fish (farmed)	4.98	3,691*
Milk	2.23	628*
Butter	11.43	628*
Yogurt	2.98	628*
Eggs	3.66	585

31 See footnote 20.

32 See footnote 28.

33 See footnote 29.

34 See footnote 28.

35 See footnote 29.

36 Poore and Nemecek (2018).

37 See Appendix A: Frequently Asked Questions for more information about carbon and water footprints, conversion factors, and methodology.

GOOD FOOD PURCHASING PROGRAM

SAMPLE AGREEMENT EXHIBIT D

QUALIFYING CRITERIA FOR ENVIRONMENTAL SUSTAINABILITY SOURCES CERTIFICATIONS AND SUPPLIER/PRODUCT ATTRIBUTES³⁸

LEVEL 1	LEVEL 2	LEVEL 3
<ul style="list-style-type: none"> American Grassfed Animal Welfare Approved by A Greener World Aquaculture Stewardship Council (accepted for farmed kelp/seaweed only) Bee Better Best Aquaculture Practices (accepted for farmed mollusks only) Certified Grassfed by A Greener World Equitable Food Initiative Global G.A.P. - GGN label (accepted for farmed mollusks and kelp/seaweed) Marine Stewardship Council Responsible Fisheries Management Certified Sustainable 	<ul style="list-style-type: none"> Land to Market Verified Food Alliance Linking Environment and Farming Rainforest Alliance Salmon Safe 	<ul style="list-style-type: none"> Agriculture Justice Project* Bird Friendly* Certified Naturally Grown* Demeter Certified Biodynamic Grasslands Alliance Real Organic Project* Regenerative Organic* Sustainably Grown Certified USDA Organic USDA Transitional Organic *

CERTIFICATION LOGOS



* All have USDA Organic as a base for their certification programs.

³⁸ Qualifying institutional suppliers with no existing third-party certification may also be verified via an approved Locally-Led Verification program. For more information on Locally-Led Verification, See Appendix G: Locally-Led Supplier Verification Pilot Program Guidance.

SAMPLE AGREEMENT EXHIBIT D

ENVIRONMENTAL SUSTAINABILITY



Photo: Brooklyn Grange rooftop farm production

SAMPLE AGREEMENT EXHIBIT D

Farm and food chain workers have the right to freedom of association; to organize a union; and to bargain collectively, free from reprisal, for livable wages and safe and healthy working conditions. Food businesses that uphold and implement principles of workers' rights; cooperative ownership; democratic decision-making; and migrant, racial, and gender justice help to ensure that food workers can live and work with dignity.

VALUED WORKFORCE



SAMPLE AGREEMENT EXHIBIT D

VALUED WORKFORCE

Institutional procurement and related strategies focused on a valued workforce ensure that all food workers, from farm to cafeteria, are:

- + Provided a dignified livelihood, which includes respect for the right to organize; safe and healthy working conditions; and living wages.
- + Empowered to advocate on their own behalf, without fear of reprisal.

Opaque and complex food supply chains make worker exploitation invisible. Data sharing, public reporting, worker enforceable accountability, and direct (rather than subcontracted) hire by suppliers are all strategies that institutions can reinforce through their food procurement. These practices help build fair, transparent, and equitable food supply chains.



SAMPLE AGREEMENT EXHIBIT D

VALUED WORKFORCE

SOURCING TARGETS

INITIAL

>>

YEAR 5

Purchase food from suppliers with valued workforces

Of the total dollars spent annually on food products, within five years, valued workforce food sources contribute:

5% AT LEVEL 3 OR

10% AT LEVEL 2 OR

15% AT LEVEL 1

AND

Ensure vendors and suppliers respect workers rights and comply with labor laws through contractual requirements and enforcement.*** See pg. 29

Increase food spend from suppliers with valued workforces

Of the total dollars spent annually on food products, within five years, valued workforce food sources contribute:

15% AT LEVEL 3 OR

20% AT LEVEL 2 OR

25% AT LEVEL 1

AND

Ensure vendors and suppliers respect workers rights and comply with labor laws through contractual requirements and enforcement.*** See pg. 29

QUALIFYING CRITERIA FOR FOR VALUED WORKFORCE SOURCES VALUED WORKFORCE CERTIFICATIONS, PROGRAMS, AND SUPPLIER ATTRIBUTES

SECTOR	LEVEL 1	LEVEL 2	LEVEL 3
FARMS	<ul style="list-style-type: none"> Equitable Food Initiative Fair Trade International³⁹ 	<ul style="list-style-type: none"> Food Justice Certified by the Agricultural Justice Project Fair Food Program Milk With Dignity 	<ul style="list-style-type: none"> Union Contract⁴⁰ Worker-owned co-op
PROCESSING, MANUFACTURING, AND DISTRIBUTION			<ul style="list-style-type: none"> Union Contract⁴¹ Worker-owned co-op

CERTIFICATION LOGOS



³⁹ Coffee, sugar, and cocoa only.

⁴⁰ e.g. Familias Unidas por la Justicia, FLOC, International Brotherhood of Teamsters, United Farm Workers, United Food and Commercial Workers, Service Employees International Union, UNITE HERE.

⁴¹ See footnote 40.

SAMPLE AGREEMENT EXHIBIT D

***IN ORDER TO QUALIFY:

Ensure vendors and all suppliers in the food supply chain, to the farm level, respect the freedom of association of workers, farmers, ranchers, and fishers. Ensure vendors and all suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as respect the right to organize a union as recognized in the United Nations' Declaration of Human Rights and as implemented through the core standards of the International Labour Organization (ILO), which include:

1. The right to freedom of association, to organize a union, and to bargain collectively free from reprisal for better wages and working conditions.
2. The elimination of all forms of forced or compulsory labor.⁴²
3. The abolition of child labor.
4. The elimination of discrimination with respect to employment or occupation.

This is evidenced by:

1. **In all solicitations and contracts following a baseline assessment, vendors agree to comply with and ensure companies in their supply chains comply with international and domestic labor laws** (including state and local) in countries where they produce goods and services.
2. **All solicitations and contracts following a baseline assessment include a policy or protocol for sanctions when a vendor and/or its supplier is out of compliance with international and/or domestic labor laws.** This includes the institution's right to refuse a bid or contract and/or terminate a contract based on a violation of the contractual agreement.⁴³
3. **To facilitate monitoring and enforcement, the institution will:**
 - a. Provide annual reporting in an online, publicly accessible location of current food contracts and suppliers, purchasing records, assessments or audits, and vendor and/or supplier labor violations known to the institution.
 - b. Administer sanctions⁴⁴ in alignment with program labor compliance reporting and/or when a coalition, student group, community advisory council, or comparable partner brings evidence of a supplier worker rights and/or labor law violation and requests that the institution take action.
 - c. Establish a relationship and regular communication channels with constituents (e.g. a local coalition, student group, community advisory council, or comparable partner).
4. **If any vendor or supplier is found to be:**
 - a. in violation of workers' right to organize⁴⁵;
 - b. using slave or forced labor, including prison labor;
 - c. using child labor;
 - d. maintaining a pattern of serious, willful, repeated, and/or pervasive health and safety and/or wage and hour and/or other applicable local, state, or federal law violations; or
 - e. retaliating against any whistleblowers, including workers, who report on worker rights and/or labor law violations;

AND has not rectified the violations within one year from the time that the vendor was notified, the vendor or supplier will be disqualified from all value categories.⁴⁶

⁴² For the purposes of food procurement standards, prison labor is considered to be forced labor. Food produced using the labor of incarcerated people in institutional supply chains shall not qualify for credit. In the case that the Good Food Purchasing Program is being used as a tool for harm reduction in a carceral facility (e.g. improving food quality, palatability, and choice), separate consideration may be made for food produced, prepared, and/or served on site.

⁴³ See Appendix J: Labor Law Compliance Contracts and Enforcement for more guidance.

⁴⁴ See Appendix J: Labor Law Compliance Contracts and Enforcement for examples of potential sanctions.

⁴⁵ Workers' right to organize and bargain collectively is protected by the National Labor Relations Act. Employer interference with this right is considered an Unfair Labor Practice.

⁴⁶ This may be enforceable at the program level regardless of the presence of a contractual agreement between the vendor and the institution.

SAMPLE AGREEMENT EXHIBIT D

Animal welfare encompasses all aspects of animals' wellbeing and high animal welfare is achieved when animals' physical, mental, and behavioral needs are met throughout their lives. This can be understood through the five domains of animal wellbeing: nutrition, physical environment, health, behavioral interaction, and mental/affective state.

ANIMAL WELFARE

Farms and ranches with high animal welfare practices ensure responsible care and stewardship of farmed animals that also create positive impacts for the health of surrounding communities and ecosystems.



SAMPLE AGREEMENT EXHIBIT D

ANIMAL WELFARE

Institutional procurement and related strategies focused on high animal welfare ensure that animals' wellbeing and needs are centered from birth to slaughter. Two critical pathways pursued in tandem can help our food system center high animal welfare and reduce the number of animals raised in the food supply chain:

- + sourcing from farmers and ranchers who are practicing high animal welfare; and
- + reducing the amount of animal products purchased and served by shifting towards plant-based foods.



SAMPLE AGREEMENT EXHIBIT D

ANIMAL WELFARE

PURCHASING STRATEGIES

- Purchase High Animal Welfare Products
- Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

SOURCING TARGETS

INITIAL

>>

YEAR 5

FOR ALL OPTIONS 1-3 BELOW: Institution offers and promotes plant-based entrée options at every meal.⁴⁷

OPTION 1: Purchase High Animal Welfare Products⁴⁸

Of the total dollars spent annually on food products, high animal welfare food sources contribute:

5% AT LEVEL 3 OR

8% AT LEVEL 2 OR

10% AT LEVEL 1

OPTION 1: Increase Weight of High Animal Welfare Products

Of the total dollars spent annually on food products, within five years, high animal welfare food sources contribute:

10% AT LEVEL 3 OR

15% AT LEVEL 2 OR

20% AT LEVEL 1

OPTION 2: Reduce Total Weight of Animal Products Sourced⁴⁹ to Reduce Number of Animal Lives Per Meal Served⁵⁰

REDUCE 15% FROM BASELINE YEAR

Institution reduces the total *weight* of animal product sourced per meal by 15% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.^{51,52}

OPTION 2: Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

REDUCE 35% FROM BASELINE YEAR

Institution reduces the total *weight* of animal products sourced per meal by 35% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.^{53, 54}

Continued on pg. 33

⁴⁷ Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.

⁴⁸ High animal welfare products may include poultry, beef, pork, eggs, and dairy.

⁴⁹ Animal products include beef, pork, seafood (excluding seaweed and kelp) and freshwater animals, poultry, eggs, and dairy.

⁵⁰ See Appendix A: Frequently Asked Questions for more information about animal product reduction measurements and methodology.

⁵¹ Weight is measured in lbs.

⁵² Weight of animal products sourced should stay the same or decrease across all individual animal product types.

⁵³ See footnote 51.

⁵⁴ See footnote 52.

SAMPLE AGREEMENT EXHIBIT D

SOURCING TARGETS, CONTINUED

INITIAL

>>

YEAR 5

FOR ALL OPTIONS 1-3 BELOW: Institution offers and promotes plant-based entrée options at every meal.⁵⁵

OPTION 3: Purchase High Animal Welfare Products AND Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

Of the total dollars spent annually on food products, high animal welfare food sources contribute:

3% AT LEVEL 3 OR

5% AT LEVEL 2 OR

8% AT LEVEL 1

AND

REDUCE 10% FROM BASELINE YEAR

Institution reduces the total weight of animal product sourced per meal by 10% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.^{56,57}

OPTION 3: Purchase High Animal Welfare Products AND Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

Of the total dollars spent annually on food products, within five years, high animal welfare food sources contribute:

5% AT LEVEL 3 OR

10% AT LEVEL 2 OR

15% AT LEVEL 1

AND

REDUCE 22% FROM BASELINE YEAR

Institution reduces the total weight of animal product sourced per meal by 22% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.^{58,59}

ANIMAL WELFARE

TABLE B: Conversion Factors for Animal Lives per Pound Consumed

Animal Product Type	Total Lives per Pound Consumed ⁶⁰
Beef	0.0014
Chicken	0.3015
Milk	0.0000
Cheese	0.0002
Butter	0.0004
Yogurt	0.0001
Egg	0.0740
Fish	1.0284
Pork	0.1900
Crab	0.6699
Shrimp	42.7751
Turkey	0.0399

GOOD FOOD PURCHASING PROGRAM

⁵⁵ Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.

⁵⁶ See footnote 51.

⁵⁷ See footnote 52.


⁵⁸ See footnote 51.

⁵⁹ See footnote 52.

⁶⁰ Numbers include both direct animal lives and indirect animal lives per pound consumed. Indirect animal lives accounts for any animal lives that went into feed and lives lost during the production process.

SAMPLE AGREEMENT EXHIBIT D

QUALIFYING CRITERIA FOR HIGH ANIMAL WELFARE SOURCES⁶¹

	LEVEL 1	LEVEL 2	LEVEL 3
DAIRY Milk, Yogurt, Cheese, etc	<ul style="list-style-type: none"> • Certified Humane • Global Animal Partnership: Step 2 • Regenerative Organic Certified: Bronze* 	<ul style="list-style-type: none"> • 100% Grassfed by Pennsylvania Certified Organic (PCO) • American Grassfed Association Certified • Global Animal Partnership: Step 3 • Animal Welfare Approved by A Greener World • Certified Grassfed by A Greener World*** 	<ul style="list-style-type: none"> • Global Animal Partnership: Steps 4, 5, & 5+ • Regenerative Organic Certified: Silver & Gold**
EGGS	<ul style="list-style-type: none"> • Certified Humane - Barn Raised • Global Animal Partnership: Step 1 & 2 	<ul style="list-style-type: none"> • Certified Humane - Free Range, Seasonal Pasture Raised, and Pasture Raised • Global Animal Partnership: Step 3, 4, & 5 • Regenerative Organic Certified** 	<ul style="list-style-type: none"> • Animal Welfare Approved by A Greener World • Global Animal Partnership Step 5+
POULTRY Chicken, Turkey, and Other Poultry	<ul style="list-style-type: none"> • Global Animal Partnership: Step 2 • Certified Humane - Barn Raised 	<ul style="list-style-type: none"> • Certified Humane - Free Range and Pasture Raised • Global Animal Partnership: Step 3 	<ul style="list-style-type: none"> • Global Animal Partnership Steps: 4, 5 & 5+ • Animal Welfare Approved by A Greener World • Regenerative Organic Certified⁶²
BEEF Cattle and Calves	<ul style="list-style-type: none"> • Global Animal Partnership: Steps 1 & 2 • American Grassfed Association Certified • Certified Humane 	<ul style="list-style-type: none"> • 100% Grassfed by Pennsylvania Certified Organic (PCO)* 	<ul style="list-style-type: none"> • Global Animal Partnership: Steps 4, 5 & 5+ • Regenerative Organic Certified** • Animal Welfare Approved by A Greener World • Certified Grassfed by A Greener World***
PORK	<ul style="list-style-type: none"> • Certified Humane • Global Animal Partnership: Steps 1 & 2 • American Grassfed Association Certified 	<ul style="list-style-type: none"> • Global Animal Partnership: Step 3 	<ul style="list-style-type: none"> • Animal Welfare Approved by A Greener World • Global Animal Partnership: Steps 4, 5 & 5+ • Regenerative Organic Certified**
CERTIFICATION LOGOS			

⁶¹ If and when OLPS (Organic Livestock & Poultry Standards) are implemented and required within the USDA Organic program, and provided that they are adequately beneficial for animal welfare, the Good Food Purchasing Standards will be updated to include USDA Organic at the appropriate tier(s) per species.

⁶² See Appendix A: Frequently Asked Questions for more information about the Regenerative Organic Certification for poultry.

SAMPLE AGREEMENT EXHIBIT D

ANIMAL WELFARE



SAMPLE AGREEMENT EXHIBIT D

Supporting communities in shaping their food environment with culturally relevant, nourishing foods improves health and wellbeing, ensures food sovereignty, and builds resilience to withstand and recover from economic and environmental disruptions.

COMMUNITY HEALTH AND NUTRITION



Photo: New York State Black Farmers Skillshare with Food for the Spirit

SAMPLE AGREEMENT EXHIBIT D

COMMUNITY HEALTH AND NUTRITION

Institutional procurement and related strategies focused on community health and nutrition promote healthy and resilient communities. Institutions act in partnership with their communities to improve health as they promote and expand access to nutritious food relevant to the people they serve. Institutions prioritize procuring whole or minimally processed⁶³ foods, including vegetables, fruit, and whole grains; and serving plant-forward foods, which honor communities' food traditions and protect against food-related chronic disease.

Note: Different institution types may have differing abilities to directly impact community health and institutions serve different populations that may have varying health and nutritional needs.

⁶³ Whole or minimally processed foods are defined by the NOVA classification system as group 1 foods. For more on Levels of Processing, see Appendix M: Levels of Processing Definitions.



Photo: Learning in the community garden with DC Greens

SAMPLE AGREEMENT EXHIBIT D

COMMUNITY HEALTH & NUTRITION

PURCHASING STRATEGIES

- Increase the amount of whole or minimally processed foods purchased
- Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes

SOURCING TARGETS

INITIAL

>>

YEAR 5

Increase the amount of whole or minimally processed foods purchased:⁶⁴

INCREASE 5% FROM BASELINE YEAR

AND

Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:^{65,66}

40% OF CHICKEN PRODUCTS

15% OF ALL OTHER ANIMAL PRODUCTS

AND

Earn 51% of Nutrition Checklist points
See checklist on pgs 39-40

Increase the amount of whole or minimally processed foods purchased:⁶⁷

INCREASE 25% FROM BASELINE YEAR

AND

Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:

75% OF CHICKEN PRODUCTS

30% OF ALL OTHER ANIMAL PRODUCTS

AND

Earn 80% of Nutrition Checklist points
See checklist on pgs 39-40

⁶⁴ See footnote 63.

⁶⁵ See Appendix A: Frequently Asked Questions for more information about the placement of this target in Community Health & Nutrition.

⁶⁶ See Appendix A: Frequently Asked Questions for the definition of routine antibiotic usage. The Center for Good Food Purchasing may consider approval of additional narrowly defined, non-customary uses of certifications or programs upon request from community organizations (e.g. coalitions or food policy councils).

⁶⁷ See footnote 63.

SAMPLE AGREEMENT EXHIBIT D

+2

HIGH PRIORITY CHECKLIST ITEMS FOR COMMUNITY HEALTH AND NUTRITION GOALS

Items with HIGH PRIORITY Designation are Worth TWO POINTS PER ITEM Met

HEALTHY PROCUREMENT

<input type="checkbox"/>	1	Develop and implement a nutritional policy that covers all prepared and packaged foods using the Federal Food Service Guidelines or a higher standard. ⁶⁸
<input type="checkbox"/>	2	If meat is offered, reduce purchases of red and processed meat by 5% from the baseline year. ⁶⁹
<input type="checkbox"/>	3	Vegetables account for at least 15% of purchases by weight. Fruits, vegetables, whole grains, legumes, nuts, and seeds account for at least 50% of total food purchases by weight. ⁷⁰
<input type="checkbox"/>	4	All individually portioned food items contain ≤ 480 mg sodium per serving; ⁷¹ Purchase “low-sodium” (≤ 140 mg sodium per serving) whenever possible; or commit to implementing a sodium reduction plan for food and beverage purchases.
<input type="checkbox"/>	5	Added sugars (including natural and artificial sweeteners) in individually portioned food items should be no more than 10% of Daily Value per serving (or 5g per serving); or commit to implementing an added sugar reduction plan for food and beverage purchases. ⁷²

HEALTHY FOOD SERVICE ENVIRONMENT

<input type="checkbox"/>	6	Healthy beverages ⁷³ make up the majority ⁷⁴ of beverage options offered. If healthy beverages account for at least 50% of beverage options offered, one point will be earned.
<input type="checkbox"/>	7	Offer free drinking water at all meals and throughout building(s), including water fountains and refillable water bottle stations.
<input type="checkbox"/>	8	Offer whole or minimally-processed plant-based ⁷⁵ main dishes at each meal service. For institutions offering only one meal option during a meal service, provide a nutritious plant-based main dish to anyone who requests it.

HEALTH EQUITY

<input type="checkbox"/>	9	Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color, with the goal of increasing food security for these communities. ⁷⁶
<input type="checkbox"/>	10	Food service patrons and employees have access to healthy meals ⁷⁷ with adequate time to eat ⁷⁸ during their shifts or meal time.
<input type="checkbox"/>	11	Higher education and healthcare institutions conduct an annual survey on food insecurity. ⁷⁹ Aggregate, anonymized results are shared publicly to inform strategies to address food insecurity. ⁸⁰

68 Food Service Guidelines for Federal Facilities, pages 13–14.

69 See Appendix K: Strategies and Resources for Plant-Based Menuing for examples.

70 Identified products can be fresh, frozen, canned, or dried without added sugars or high sodium content.

71 With the exception of the following foods:

- Sodium Standards for Purchased Food.
- Canned and frozen seafood: ≤ 290 mg sodium per serving.
- Canned and frozen poultry: ≤ 290 mg sodium per serving.
- Sliced sandwich bread: ≤ 180 mg sodium per serving.
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas): ≤ 290 mg sodium per serving.
- Cereal: ≤ 215 mg sodium per serving.
- Canned or frozen vegetables: ≤ 290 mg sodium per serving.
- Recommend “reduced” sodium (per FDA definition) sauce and other condiments.
- Recommend purchasing cheese: ≤ 215 mg sodium per serving.

72 Institution will receive full credit for meeting the targets; institution will receive partial credit if an added sweetener reduction plan is in place.

73 To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. See Appendix A: Frequently Asked Questions for more information about the definition of a healthy beverage.

74 100% for most institutions; 75% for higher education, corrections, and healthcare.

75 See Appendix A: Frequently Asked Questions for the definition of plant-based foods.

76 See Appendix L: Implementation Guidance for Community Health and Nutrition for examples of qualifying initiatives.

77 For free or for purchase.

78 Adequate time to eat must be 20 minutes of seated time or longer.

79 For higher education, the survey includes the campus community, including students, staff, and faculty. For healthcare, the survey includes staff and patients.

80 See footnote 76.

SAMPLE AGREEMENT EXHIBIT D

+1

PRIORITY CHECKLIST ITEMS FOR COMMUNITY HEALTH AND NUTRITION GOALS

Items with **PRIORITY** Designation are Worth **ONE POINT PER ITEM** Met

HEALTHY PROCUREMENT

<input type="checkbox"/>	12	If juice is purchased, all juice purchased is 100% fruit juice ⁸¹ with no added sweeteners and vegetable juice is low sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <10 ounces for adults and children aged 7-18, and <4 ounces for children aged 1-6.
<input type="checkbox"/>	13	<p>If dairy milk is offered, dairy milk purchased is fat-free, low-fat or reduced fat dairy milk⁸² with no added sweeteners (including natural and artificial sweeteners).</p> <ul style="list-style-type: none"> Where meals are served (schools, hospital patients, corrections), 100%⁸³ of dairy milk meets the criteria above. Where meals are sold (cafeterias, cafes, vending), at least 75% of dairy milk meets criteria above. <p>Low fat or nonfat options are available for other dairy products.</p>
<input type="checkbox"/>	14	At least 50% of grain products purchased are whole grain rich. ⁸⁴
<input type="checkbox"/>	15	Offer minimally-processed, plant-based alternatives where dairy products are offered (milk and other dairy). ⁸⁵
<input type="checkbox"/>	16	Develop and implement a purchasing policy and program to eliminate food additives including artificial coloring and flavoring. ⁸⁶

HEALTHY FOOD PREPARATION

<input type="checkbox"/>	17	Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming). Limit the use of deep frying to whole/minimally-processed foods (e.g. plantains) and eliminate the use of frozen or prepared items that are deep fried upon purchase.
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HEALTHY FOOD SERVICE ENVIRONMENT

<input type="checkbox"/>	18	All combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative AND offer fresh fruit or a non-fried vegetable as a side option.
<input type="checkbox"/>	19	<p>Adopt one or more product placement strategies such as:</p> <ul style="list-style-type: none"> Prominently feature fruit, non-fried vegetables, and/or water in high-visibility locations. Display healthy beverages in eye level sections of beverage cases (if applicable). Remove ultra-processed foods⁸⁷ from checkout register areas/point-of-purchase (if applicable).
<input type="checkbox"/>	20	Healthy food and beverage items are priced competitively or even favorably compared with non-health promoting alternatives.

⁸¹ 100% fruit juice diluted with water and no added sweeteners also qualifies.

⁸² See Appendix A: Frequently Asked Questions for more about the types of dairy included.

⁸³ Exceptions can be made for patient meals in hospital settings if approved by a healthcare provider.

⁸⁴ See Appendix A: Frequently Asked Questions for the definition of whole grains.

⁸⁵ See Appendix A: Frequently Asked Questions for more information about plant-based milk alternatives.

⁸⁶ See Appendix A: Frequently Asked Questions for more information about food additives.

⁸⁷ See Appendix M: Levels of Processing Definitions for the definition of ultra-processed food.

SAMPLE AGREEMENT EXHIBIT D

COMMUNITY HEALTH AND NUTRITION



Photo: Kids watering kale in a community garden with DC Greens

SAMPLE AGREEMENT EXHIBIT D

ADDITIONAL STRATEGIES

Additional Strategies are the policies or practices of an institution that are aligned with the goals of each value category, but which may not be evident in purchasing records.

LOCAL AND COMMUNITY- BASED ECONOMIES STRATEGIES

At least 5% of local food is grown/raised or processed within 50 miles of the institution.

At least 5% of local food is purchased directly from small and mid-sized⁸⁸ (Level 3) independent⁸⁹ family farms and ranches.

Partner with local suppliers to express intent to purchase in ways that minimize risk to small and mid-size suppliers by engaging in advance planning or contracting and/or establishing MOUs.

At least 5% of local food is purchased directly from cooperative, food hub, or independent farmer-owned businesses.

At least 25% of food is purchased from a locally owned and operated distributor.

At least 15% of seafood is purchased from a community-based fishery.⁹⁰

At least 1% of food purchased is composed of internationally-grown products produced by small-scale farmers and farmer-owned cooperatives (if internationally-grown products are purchased).⁹¹

Contract with a locally owned and operated food service management company.

Develop purchasing relationships with farms, ranches, and food businesses that are owned and operated by people of color but fall outside the local radius.

Support community-driven opportunities for local farms and food businesses to market their products on institutional campuses, including vending, catering, farmers markets, or farm stands.

Invest resources (money, infrastructure, or staff capacity) in community organizations supporting access to land, capital, and market access for suppliers who are people of color and other economically impacted populations.

Continued on pg. 45

⁸⁸ Sizes refer to definitions provided in the Local and Community-Based Economies value category.

⁸⁹ See Appendix A: Frequently Asked Questions for the definition of independent family farm.

⁹⁰ See Appendix A: Frequently Asked Questions for the definition of community-based fisheries. Verified purchases from community-based fisheries qualify for credit in this strategy, but not toward local purchasing thresholds.

⁹¹ Qualifying certifications: Small Producers Symbol, Fair for Life, Fairtrade International (coffee, sugar, and cocoa only), membership in Fair Trade Federation or World Fair Trade Organization, and coffee imported through Cooperative Coffees. Verified purchases from certified fair suppliers qualify for credit in this strategy but not toward local purchasing thresholds.

SAMPLE AGREEMENT EXHIBIT D

LOCAL AND COMMUNITY- BASED ECONOMIES STRATEGIES CONTINUED

Support or partner with organizations that promote the education, apprenticeships, and other training in ecological and regenerative agriculture for suppliers, including food service.

Make land or infrastructure available (via lease, cooperative agreements, or other means) in quantity or scale such that it supports the development and growth of farmers, ranchers, fishers, and other food businesses owned by a diversity of people of color and other economically and socially impacted communities.

Work with local/state agricultural marketing efforts to support farmers and ranchers in the region through institutional purchasing and product promotion.

Develop and promote resources to support small and mid-sized local suppliers of color to finance MWBE (Minority or Women-owned Business Enterprises) and food safety certification(s).

Invest in initiatives that promote job growth or business ownership opportunities for socially or economically impacted⁹² communities and entrepreneurs.⁹³

Examples of qualifying initiatives include:

- Establish a contract, MOU, or other formal partnership to purchase food from a community-serving business/organization with a stated mission that includes providing jobs to people with barriers to employment such as those transitioning from homelessness, incarceration, substance abuse, or foster care.
- Collaborate with unions to establish paid apprenticeship programs along all segments of the food supply chain.
- For new facilities development, create a Community Benefits Agreement that considers the workforce, community development, and the environmental impact of the development.
- Establish a formal hiring policy that prioritizes hiring local residents who have barriers to employment.
- Establish a contract, MOU, or other formal partnership to purchase food from a worker-owned cooperative that has a stated mission to serve, or is majority-owned by, disadvantaged populations.
- Support workforce development, including apprenticeships, in the food industry for disadvantaged or vulnerable populations through scholarships for employees who participate in career pathway training programs or hire new employees directly from a workforce training program.

⁹² See footnote 1.

⁹³ Food or monetary donations for charitable causes do not count.

SAMPLE AGREEMENT EXHIBIT D

ENVIRONMENTAL SUSTAINABILITY STRATEGIES

Offer whole or minimally-processed, plant-based main dishes at each meal service. For institutions offering only one meal option during a meal service, provide a nutritious, plant-based main dish to anyone who requests it.

Utilize the lower three EPA Food Recovery Hierarchy tiers (animal feed, industrial uses, and composting) for any remaining food waste.

Use reusable food serviceware whenever possible (e.g. cafeteria, to-go, patient tray, catering, or other retail outlets).

For those areas where disposables are needed, purchase certified commercially compostable single use food serviceware (e.g. certified by Biodegradable Products Institute) AND compost these items.

Eliminate plastic bottles and replace them with filtered tap water, providing reusable cups or bottles.

Work with vendors to reduce the amount of packaging on food products (e.g. replacing cardboard packaging in their food deliveries with reusable crates, which are then returned to the supplier).

Offer a variety of products in bulk such as:

- dried products (nuts and cereals), fruit, and bread stored in large self-serve bins or as bulk grab-n-go items;
- single-use condiment packets replaced with larger, refillable containers; and
- milk.

Offer price incentives for customers that bring their own coffee cups or food containers (if applicable).

Help small or mid-sized ecologically sustainable producers of color to finance approved environmental sustainability certifications.

Work with vendors and suppliers to source underutilized⁹⁴ species of seafood.

Use marketing and education programs to promote climate-friendly diets and ecologically sustainable food and farm businesses.

⁹⁴ See Appendix A: Frequently Asked Questions for more information about underutilized seafood.

SAMPLE AGREEMENT EXHIBIT D

VALUED WORKFORCE STRATEGIES

Implement a policy that sets direct and contractor food worker wages at a local living wage or city/regional prevailing wage, whichever is higher. The policy should afford workers a living income based on a reasonable number of hours worked.

Sign a union contract with food service workers or have one already in place (both those directly hired and employees of a subcontracted food service company).

Implement a Labor Peace policy that requires that all food service vendors have a labor peace agreement with a labor union.

Help small, mid-sized, and/or biodiverse producers and food businesses of color to finance approved Valued Workforce programs and labels.⁹⁵

Source products from suppliers with a union contract that implement an enhanced worker health and safety program certified by the union.⁹⁶

Collaborate with unions to implement paid apprenticeships for workers in the food system.

ANIMAL WELFARE STRATEGIES

Employ strategic marketing to highlight suppliers with high animal welfare practices. Examples include short bios, map markers, pictures illustrating the farm; or information about the farm's qualifying certification program(s).

Engage in dedicated plant-based and/or plant-forward meal planning and promote plant-based and/or plant-forward meal options with the goal of enticing eaters.

Help small, mid-sized, and/or biodiverse producers and ranchers of color to finance approved Animal Welfare certifications.

COMMUNITY HEALTH AND NUTRITION STRATEGIES

Make nutritional information and ingredient lists for each item available.

Implement community health, food, and nutrition education programming. Examples of qualifying initiatives include:

- interactive/educational food-growing garden programs;
- district-wide required food and nutrition curriculum; and
- farm/processing site visits to regional producers.

Develop and implement a worksite wellness program that includes nutrition education for employees.

⁹⁵ A local labor union should be engaged to ensure workers are represented in the process.

⁹⁶ Criteria for an accepted enhanced worker health and safety program should include:

1. A union contract to ensure enforceability.
2. Any and all workers in the certified workplace have the right to stop operations when anything is "out of normal operations," free from reprisal.
3. A strong, well-trained, and engaged safety and health committee to oversee implementation, in which at least two thirds of the committee members are union members, while allowing for appropriate management membership and participation.
Additionally:
 - all committee members must meet minimum training standards;
 - the committee must be made up of a diverse cross section of departments; and
 - there must be consistent reporting of all injuries and illnesses.
4. A strong evaluation process to learn if, and in what ways, the presence of the safety and health committee led to improvements in safety at the location.

SAMPLE AGREEMENT EXHIBIT D

IMPLEMENTATION SUPPORT

In many ways, the Good Food Purchasing Standards 3.0 ask us to stretch and grow our collective understanding of values-based procurement and reflect on the role each of us in the Good Food Purchasing Program network play to support successful implementation.

The appendices include concrete definitions and high level implementation guidance on specific recommendations within the Standards to support this learning journey. We have also aggregated in-depth tools, resources, case studies, and more in an online Action Planning Toolkit to further support implementation.

As we invest, learn, and respond together as stakeholders, these sites and the Center's programming overall will continue being updated with new resources, success stories, and avenues for peer learning and collaboration.

APPENDICES:

- [Appendix A: Frequently Asked Questions](#)
- [Appendix B: Anchors in Action Framework and Project Website](#)
- [Appendix C: Good Food Purchasing Policy Template](#)
- [Appendix D: Core Principles: Racial Equity, Climate Justice, and Food Sovereignty](#)
- [Appendix E: Fundamental Strategies](#)
- [Appendix F: Product Category Definitions](#)
- [Appendix G: Locally-Led Verification Pilot Description and Process](#)
- [Appendix H: Grower Affidavit for Environmental Sustainability](#)
- [Appendix I: Food Waste Audit and Source Reduction Strategy Guidance](#)
- [Appendix J: Labor Law Compliance, Contracts, and Enforcement Guidance](#)
- [Appendix K: Strategies and Resources for Plant Based Menuing](#)
- [Appendix L: Implementation Guidance for Community Health and Nutrition](#)
- [Appendix M: Levels of Processing Definitions](#)
- [Appendix N: Examples of Qualifying Programming and Initiatives for Additional Strategies](#)
- [Appendix O: Strategies for Improving Data Quality](#)
- [Appendix P: Additional Implementation Resources and Guidance](#)

SAMPLE AGREEMENT EXHIBIT D

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SAMPLE AGREEMENT EXHIBIT D



CENTER
FOR
GOOD FOOD PURCHASING

© 2023 Center for Good Food Purchasing

Back cover photo: The Common Market distribution in Chicagoland,
courtesy of Chicago Food Policy Action Council

Front cover photo: San Francisco Unified School District

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ORDINANCE NO. 187718

An ordinance adding a new Article 27 to Chapter 1, Division 10 of the Los Angeles Administrative Code relative to the reduction of single-use plastics, including reusable alternatives, zero-waste events, facilities, and related matters.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section. 1. A new Article 27 is added to Chapter 1, Division 10 of the Los Angeles Administrative Code to read as follows:

CHAPTER 1, ARTICLE 27

ZERO WASTE CITY FACILITIES AND EVENTS ON CITY PROPERTY

Sec. 10.53. Legislative Findings and Purpose.

A. **Findings.** The City Council hereby finds and declares as follows:

1. The City of Los Angeles recognizes that, as a city government, it is a large consumer of goods and producer of waste, including its consumption of food or beverages and related Foodware and Foodware Accessories. The City holds a proprietary interest in its own activities and in activities of those using or operating in City facilities or on City Property, including lessees and permittees. Furthermore, the City recognizes the ways that these activities taking place in City facilities or on City Property can positively or negatively affect the environment.

B. **Purpose.** This article is adopted to accomplish the following purposes:

1. The City shall adopt zero waste policies by specifying ways for eliminating the use of Single-use plastics, including banning Expanded Polystyrene Foodware products and Single-use or Disposable containers at City facilities or events on City Property. Food and beverage providers operating on City Property can and should be required to supply reusable containers and shall permit customers to use their own reusable Foodware or Foodware Accessories. The City can effectuate positive environmental change in its proprietary capacity in additional ways by reducing food waste through rescue or recovery of Surplus Edible Food, participating in use of blue bins for recyclables, and using green bins for food waste and food-contaminated paper Foodware.

2. The City shall promote its zero waste policies by requiring mandatory provisions in contracts associated with use of or operations in City facilities or on City Property by Food or Beverage Providers.

SAMPLE AGREEMENT EXHIBIT E

Sec. 10.53.1. Definitions.

The following definitions shall apply throughout this article:

- A. **“City”** means the City of Los Angeles.
- B. **“Contract”** means any agreement, franchise, lease, application, permit, or concession related to use, occupancy, or operation in any City Facility or on City Property as a Food or Beverage Provider.
- C. **“Contractor”** means any Person with a Contract as defined in this article.
- D. **“City Event”** means any event hosted or organized by the City, or any of its officers, offices, or departments, that takes place in a City Facility or on City Property.
- E. **“City Facility”** means all structures owned, operated, controlled, or maintained by the City.
- F. **“City Property”** means all real property owned, operated, controlled, or maintained by the City.
- G. **“Community Event”** means an event as defined by the California Retail Food Code Section 113755 or any successor section.
- H. **“Designated Administrative Agency”** or **“DAA”** means the Department of Public Works, Bureau of Sanitation.
- I. **“Disposable”** means designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- J. **“Expanded Polystyrene”** or **“EPS”** means molded Expanded Polystyrene, a rigid closed cell foam plastic labeled as “#6” plastic or resin. EPS also is referred to as “foam” and “Styrofoam”™.
- K. **“Food or Beverage Provider”** means a Contractor that sells or otherwise provides food or beverages for consumption on or off its premises, and includes, but is not limited to, a shop, sales outlet, restaurant, bar, pub, coffee shop, coffee stand, juice and/or smoothie bar, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, farmers market, theater, mobile food truck, roadside stand, kiosks, carts, concession stand, vending machine operator, or a Vendor (as defined in Section 42.13 of the

SAMPLE AGREEMENT EXHIBIT E

Los Angeles Municipal Code or any successor provision) or any organization, group, or individual that provides food or beverages.

L. **“Food Rescue Organization”** means any Person that performs food recovery services by collecting edible food that would otherwise go to waste and redistributing it consistent with applicable laws and regulations.

M. **“Food Scraps”** means solid waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling, or serving of food for human consumption. Food Scraps include, but are not limited to, excess, spoiled, or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food Scraps do not include liquids or large amounts of fat, oils, or grease and meats which are collected for rendering, fuel production, or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly, and is accepted for donation by a charitable organization, or any food collected to feed animals in compliance with applicable regulations.

N. **“Foodware”** means plates, bowls, cups, serving dishes, containers, or any other item in which a food or beverage product is served.

O. **“Foodware Accessory”** means any item that accompanies a food or beverage served in Foodware, including, but not limited to, items defined in Section 196.01 of the Los Angeles Municipal Code (LAMC) or any successor provision: Utensils, Condiment Packets, Disposable Plastic Drinking Straws and all other Disposable drinking straws, stirrers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup or bowl lids, cup sleeves, and beverage trays.

P. **“Person”** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may enter into a Contract.

Q. **“Pre-Consumer Food Scraps”** means Food Scraps from the preparation of food or beverages.

R. **“Prepackaged Meals/Food Items”** means food or beverages that are prepackaged in Foodware.

S. **“Post-Consumer Food Scraps”** means Food Scraps remaining following consumer consumption of prepared food or beverages, including, but not limited to, remnants on or in Foodware.

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T. **“Rules and Procedures”** means the rules and procedures relating to zero waste policies promulgated by the DAA for waste prevention at City Facilities and events held on City Property to promote source reduction and reuse and/or recycling, and mandate requirements for executing Contracts under this article.

U. **“Single-use”** means Disposable.

V. **“Surplus Edible Food”** means food that is edible and intended for people to eat, including food not sold because of appearance, age, freshness, grade, size, and includes, but is not limited to, prepared foods, packaged foods, or produce.

Sec. 10.53.2. Mandatory Provisions Pertaining to City Facilities and City Events on City Property.

A. Notwithstanding any other provision of this Code or the LAMC to the contrary, every Contract shall include provisions obligating the Contractor to comply with the City's zero waste policies.

1. Mandatory provisions shall include:

(a) **Donation of Surplus Edible Food to a Food Rescue Organization.** The Contractor must make advance arrangements with a Food Rescue Organization and donate to a Food Rescue Organization any Surplus Edible Food that will not be stored for later sale, or that will not be given to the Contractor's employees or volunteers, whether for off-site or on-site (dine-in) consumption. Depending on the regularity of the production of Surplus Edible Food, the Contractor shall make arrangements with the Contractor-selected Food Rescue Organization at the appropriate frequency, as determined by the Contractor for donations of Surplus Edible Food. Donation of Surplus Edible Food shall be consistent with applicable laws and regulations, including an exception for Community Events. The Contractor may not dispose of Surplus Edible Food, except as prohibited by applicable law or regulation.

(b) **Recycling of Food Scraps.** Contractors must deposit Pre-Consumer Food Scraps and Post-Consumer Food Scraps into designated collection bins as provided by the City. The Rules and Procedures shall identify acceptable Pre-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, all Food Scraps, including raw and cooked meat and bones. The Rules and Procedures shall identify acceptable Post-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, bread, coffee grounds, dairy, fish, fruit, meat, vegetables, all-paper tea bags, and food

SAMPLE AGREEMENT EXHIBIT E

or beverage contaminated paper products. Contractors who deposit disallowed items in any designated collection bins shall be subject to a liquidated damage for contamination of \$50 for each collection bin contaminated by the Contractor. This contamination liquidated damage may be deducted from any deposit as permitted under applicable law, or as invoiced by the City. Contractors are encouraged to utilize all portions of foods that they prepare, such as vegetable and fruit foliage, stems, and peels, rather than disposing these items.

(c) **Meal Portion Sizes.** Contractors shall offer half portions, child portions, and a la carte options and avoid garnishes that are not commonly eaten.

(d) **No Disposable Foodware.**

(1) Contractor shall not provide Disposable Foodware for dine-in meal service or catered service. Contractors may permit purchase by customers of reusable, to-go Foodware (i.e., through a vending machine or other similar food container system).

(2) Contractor shall use only recyclable or compostable Foodware for to-go service. Recyclability and/or compostability shall be determined as specified in the Rules and Procedures.

(3) For all meal service, Contractors shall dispense or serve beverages in reusable or recyclable cups, or in recyclable bottles or cans made of glass, metal, or recyclable plastic. When practicable and in the discretion of the Contractor, the Contractor may dispense beverages in their original bottles and cans.

(4) Contractors shall allow customers to provide their own reusable and clean Foodware.

(5) Contractors shall not provide water in plastic bottles or in Disposable cups. Contractors shall provide hydration or bottle refill stations.

(e) **No Disposable Foodware Accessories.** Contractor shall not provide Disposable Foodware Accessories, except as otherwise provided in this article.

(1) Contractors shall serve any Condiments in dispensers, such as manual or electric pump dispensers or their equivalent.

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(2) For dine-in meal service or catered service, Contractors shall use only reusable (i.e., washable and cleanable) napkins and tablecloths. Contractors shall not provide Disposable napkins or tablecloths at dine-in meal service or catered service.

(3) Contractors may provide Disposable napkins for take-out, but any Disposable paper napkins shall be unbleached and contain a minimum of 30% post-consumer recycled content. The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(f) **No EPS.** Contractors shall not use EPS Foodware or EPS products of any kind.

(g) **Incentives to Customers of Dine-in Service.** Contractors who provide dine-in service shall provide incentives to customers for dine-in or on-site food consumption by allowing reusable Foodware and Foodware Accessories. Contractors shall offer a discount to customers who provide their own reusable Foodware for beverages or for food. Contractors shall inform customers of any such discounts consistent with the Rules and Procedures.

(h) **Recycling Program Participation.** Contractors must offer a recycling collection program (i.e., recycling bins and foodwaste bins) identical to the City's curbside residential and City facilities recycling programs, as specified in the Rules and Procedures.

(i) **Restroom Supplies.** Contractors shall equip any restrooms accessible to customers with electric hand dryers, to the extent feasible, and by no later than January 1, 2025. If the City provides composting or other processing of used restroom paper towels, then in any restrooms accessible to customers of Contractors, Contractors shall collect and separate used paper towels from other restroom sanitary waste for depositing into designated collection bins, or deliver the used paper towels to designated sites, for composting consistent with the Rules and Procedures. In any restrooms accessible to customers, Contractors shall provide hand soap in refillable containers.

(j) **Signage by DAA.** The Rules and Procedures shall include sample language Contractors can use to explain the rationale for various waste prevention measures for use on signs, menus, and other communications mechanisms, as determined by the Contractor. The

SAMPLE AGREEMENT EXHIBIT E

Rules and Procedures will specify how and where Contractors must display information or signage about zero waste measures.

(k) **Composition of Paper Requirements for Informational Literature.** Contractors who distribute informational literature (i.e., brochures, flyers) printed on paper, including, but not limited to, Community Events or catered events, shall use recyclable paper that contains a minimum of 30% postconsumer recycled content and shall include text on the printed paper that refers to the percentage of postconsumer content, such as "Printed on paper that contains 30% postconsumer recycled content" or "Contains 30% postconsumer recycled content." The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(l) **Requirements for Composition of Promotional Items.**

(1) Contractors may only provide promotional items that are functional, including, but not limited to, rulers, plate scrapers, pencil sharpeners, or reusable shopping bags.

(2) Contractors shall not provide any promotional items made of plastic or any synthetic fabric.

(m) **No Disposable Plastic Carry-out Bags for Certain Establishments.** Contractors who are not "stores" as defined by California Public Resources Code Section 42280 or any successor provision shall not provide to customers plastic bags, or bags that are made wholly or partially of synthetic fabrics, including recycled PET plastic. Contractors may provide or sell to customers Disposable paper bags and/or reusable cloth bags.

B. All Contractors who enter into Contracts with the City shall include mandatory provisions specified in the Rules and Procedures in all subcontracts awarded for work to be performed under the Contract with the City.

C. Failure of the Contractor to comply with the requirements of this article shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, the termination of the Contractor's Contract with the City.

D. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

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Sec. 10.53.3. Administration.

The DAA shall administer the requirements of this article. The DAA shall promulgate Rules and Procedures consistent with this article for the implementation of the provisions of this article.

Sec. 10.53.4. Application of this Article.

The provisions of this article shall apply to all Contracts and amendments to Contracts entered on or after January 1, 2023, or after the effective date of this article, whichever is later.

Sec. 10.53.5. Severability.

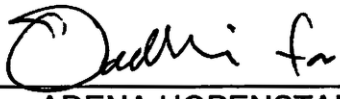
If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any Person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this article. The City Council hereby declares that it would have adopted this article and each and every section, subsection, paragraph, sentence, phrase and word thereof not declared invalid or unconstitutional, without regard to whether any portion of this article would be subsequently declared invalid or unconstitutional.

SAMPLE AGREEMENT EXHIBIT E

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
ADENA HOPENSTAND
Deputy City Attorney

Date 12/7/22

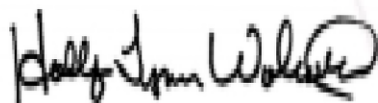
File No. 21-0064

[M:\GENERAL COUNSEL DIVISION\ORDINANCES AND REPORTS\ORDINANCES - FINAL YELLOW\Ordinance REVISED Zero Waste City facilities and events - LAAC 10.53 et seq.docxDocument file path]

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed December 6, 2022

Approved 12/10/2022

Posted Date: 12/14/2022
Ordinance Effective Date: 01/23/2023

Form Gen. 87 (R. 4/09)

City of Los Angeles

Orig.. City Attorney m/s 140
 Dup. Risk Manager m/s 625-24
 Trip. Dept. Area Office or Division Head

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting

Recreation and Parks

INSTRUCTIONS: All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

PART I – PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)			2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
			2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN		7. PHONE NUMBER

PART II – ACCIDENT/INJURY

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

PART III – WITNESSES

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

PART IV – STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V – EMPLOYEE FILING REPORT

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

Print Form

**CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
Attn: Concessions Unit
P.O. Box 86328
Los Angeles, CA 90086-0610**

**REMITTANCE ADVICE FORM
CITYWIDE SEASONAL HOLIDAY EVENTS CONCESSION**

LOCATION: _____
PERIOD COVERED: From: _____

To: _____

CATEGORY	GROSS SALES	Less	SALES TAX	Less	NO COMMISSION SALES	=	NET SALES	x	REVENUE SHARING RATE	=	AMOUNT DUE
Sales: TICKETING, MERCHANDISE, FOOD/BEV IF APPLICABLE	\$ -		\$ -		\$ -		\$ -		%		#VALUE!
	\$ -		\$ -		\$ -		\$ -				\$ -
	\$ -		\$ -		\$ -		\$ -				\$ -

Utilities:

Late Rent Fee:

All payments are due by the 15th calendar day of each month for the previous month.

\$ -

#VALUE!

SUB-TOTAL DUE:

Explain:

Adjustments*:

\$ -

*NOTE: All adjustments and/or amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

#VALUE!

**TOTAL AMOUNT
DUE:**

I hereby certify that this is a true and correct record of the period stated above:

Signature: _____

Date: _____

(Rev. 05/18)

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$2000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): Yes

Min. Limit: \$1000000

Automobile Liability Other:

Professional Liability (Errors and Omissions): No

Property Insurance (to cover replacement cost of building - as determined by insurance company): No

Pollution Liability: No

Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

Crime Insurance: No

Cyber Liability: No

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

1 NAME OF FACILITY		DATE OF OCCURRENCE	TIME	A.M.	P.M.
2 SUBJECT OF REPORT					
3 EXACT LOCATION OF OCCURRENCE					
4 DESCRIBE WHAT HAPPENED ESTIMATE PROPERTY DAMAGE, IF ANY					
5					ESTIMATE OF DAMAGES
6 LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)					
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE	DEPT. NO	SERIAL NO	APPROX. VALUE	
7					TOTAL \$0.00
8 IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION					AMOUNT
9 TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)					TOTAL \$0.00
10 WHO DISCOVERED LOSS? NAME		TITLE	DATE	TIME	A.M. P.M.
11 HOW WAS ENTRANCE GAINED?					
12 WHO SECURED BLDG PRIOR TO OCCURENCE? NAME		TITLE	DATE	TIME	A.M. P.M.
13 WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO D.R. NUMBER					
14 HAS A WORK ORDER BEEN INIT IATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO WORK ORDER					
15 PERSONS INVOLVED <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT					
NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE <input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
16 IF VEHICLE INVOLVED YEAR MAKE		LICENSE NO	OWNERS NAME, ADDRESS AND INSURANCE CO		
17 GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY					
18. REPORT SUBMITTED BY:		NAME	TITLE	DATE	

COMMENTS

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

ADDITIONAL CONTRACT TERMS & ICE RINK SPECIFICATIONS FOR PERSHING SQUARE ICE RINK HOLIDAY EVENT

The following terms are in addition to the terms of the AGREEMENT and all references to AGREEMENT shall include the AGREEMENT as well as these additional terms and ice rink specifications included in this Exhibit J.

1. CONCESSIONAIRE

A. CONCESSIONAIRE is granted authorization to facilitate the establishment, design, production and operation of the Holiday Ice Rink at Pershing Square, as further described in the AGREEMENT and also documented in the maps and diagrams attached hereto as Attachments A and B (CONCESSION); the CONCESSION will generally take place from November to January, and will feature an ice-skating rink, rental booth, feature food trucks, amplified music, various booths and merchandise. For the first year, the Ice Rink will be open from November 20, 2025, to January 11, 2026, with hours of operation from 12:00 PM to 10:00 PM daily, throughout the entire season. The dates for the event set-up and operations for years two and three shall be coordinated with RAP on or before October 1st of each year.

B. No later than October 21, 2025, CONCESSIONAIRE will provide production and/or plot plans acceptable to RAP that reflect the following components:

- 1) An ice-skating surface that measures 60 feet by 120 feet, including a dasher board system made of clear Lexan and aluminum (hereinafter referred to as "Ice Rink"). CONCESSIONAIRE shall begin installing Ice Rink on November 5, 2025, and shall complete installation no later than November 19, 2025. The Ice Rink shall open for public use from November 20, 2025, through January 11, 2026.
- 2) A platform that measures 95 feet by 20 feet attached to the Ice Rink (hereinafter referred to as "Party Area Platform") to be available to public or corporate patrons through advance reservation, with 10% of gross revenue (encompassing the special venues such as filming, parties, special events, and other such activities) being paid to the RAP at the end of the season. For record keeping, a duplicate tape will be used for accounting purposes. CONCESSIONAIRE shall begin installing the Party Area Platform on November 7, 2025, and shall complete installation no later than November 19, 2025. The Party Area Platform shall be available for public or corporate use by November 20, 2025, to January 11, 2026.
- 3) Support equipment for the Ice Rink including, but not limited to header-boards, ice machine, and hoses that are able to cover a distance of up to 100 feet between the ice machine and Ice Rink floor.
- 4) Ice resurfacing equipment (hereinafter referred to as "Ice Re-surfacer") and services. Ice Rink shall be resurfaced by the CONCESSIONAIRE as-needed to maintain the Ice Rink skating surface in a condition suitable and safe for public use.
- 5) Supervision of installation, maintenance, resurfacing, and removal of the Ice Rink to be provided for up to twelve hours each day, by qualified Ice Technicians provided by the CONCESSIONAIRE.
- 6) A clean leveled scaffold deck surface (free of chemical leakage) on which the Ice Rink

will be installed. For the purposes of this clause, “level” shall be defined as a difference of no more than 1/4 of an inch between the heights of each end of the scaffold deck surface, assuming the scaffold deck surface measures 100 feet in length.

- 7) A temporary office to be used for the operation of the ice skate rental service.
- 8) A sound system for atmosphere, public address, and announcements with decibels that comply with applicable City laws and regulations.
- 9) Lighting system to be installed in the Ice Rink area for crowd safety and evening atmosphere.

C. CONCESSIONAIRE will provide any support services needed, including but not limited to maintenance professionals. All staff must be City of Los Angeles approved staff and/or vendors.

D. CONCESSIONAIRE will provide security guards for Concession Area on a 24/7 basis and must use GSG Protective Services or a private security agency, such agency must be registered and approved by the Los Angeles Police Commission. CONCESSIONAIRE shall employ such registered security officers in sufficient numbers to coordinate and supervise civilian security personnel in accordance with the standard of RAP’s Alcoholic Beverage Policy with a least one uniformed security officer inside the contained area at all times during the operation of the CONCESSION.

E. CONCESSIONAIRE will provide maintenance and remove trash from the PREMISES throughout the term of the AGREEMENT.

F. Parking must be arranged with the Pershing Square Garage Manager or outside parking vendor.

G. CONCESSIONAIRE will provide portable toilets for rink staff within the ice rink area.

H. CONCESSIONAIRE financial responsibilities include the following:

- Abatement
- Water
- Water hook-up
- Electrical Fees
- Electrical hook-up
- Electrical equipment (cabling, adaptors, manpower)
- Engineer
- Use of table, chairs, and bike racks
- Use of facility, additional use
- Use of stage by contract only (will require prior request)
- Safety signage and safety fencing around; water hook-ups, water tubs, and electrical distribution boxes
- Safety fencing that completely covers the water tub
- Audio equipment and engineers
- RAP staff including overtime
- Proper disposal of ice within 48 hours of the conclusion of operations on January 11, 2026

- Security inside the rink during ice rink operating hours

I. Weekly summary reports with supporting documentation of gross receipts generated at the Ice Rink will be completed by CONCESSIONAIRE on a daily basis with daily and weekly summaries, based on price schedule attached hereto as Attachment C. The weekly summary reports must be accompanied with the daily cash register receipts. The reports shall include the following information:

- Number of group rate admissions
- Number of skate rentals
- Number of free skate passes redeemed
- Number of skate rentals provided as part of the exclusive use of ice rink and facility rental-exclusive use fees
- Public or corporate Party Area Platform gross sales

J. To retain the integrity of finances, RAP may audit CONCESSIONAIRE's financial records upon reasonable notice.

K. Coordination, booking, and scheduling of talent to appear at Ice Rink opening ceremonies held on November 20, 2025.

L. Marketing and Advertising Requirements:

- 1) CONCESSIONAIRE may use the terms "City of Los Angeles Department of Recreation and Parks" or "Pershing Square" on social media, such as websites, Facebook, Twitter, Instagram, etc. Websites and any social media will be reviewed by RAP. Any requested changes by RAP shall be implemented by CONCESSIONAIRE within an expedient time frame. RAP is not responsible for marketing the Ice Rink other than special event notices.
- 2) CONCESSIONAIRE will provide 48 total Sponsor-Dasher Boards: 36 will be used by CONCESSIONAIRE and 12 will be given to RAP at no cost.
- 3) All sponsor packets affecting the area outside the immediate Ice Rink perimeter must be reviewed by RAP and will be charged according to Pershing Square Rates and Fees.

M. Will provide a small area for the sale of socks, gloves, hats, shirts, cameras, and souvenirs.

N. The consumption of alcoholic beverages is permitted with the following conditions:

- 1) CONCESSIONAIRE must obtain all City of Los Angeles permits and approvals which will be reviewed by RAP staff prior to the start of sales.
- 2) CONCESSIONAIRE must use City contracted vendor for all alcohol sales.

O. Sponsor Requirements:

- 1) Sponsors may not conflict with the current year-round Pershing Square Sponsors.
- 2) No food vendors or sponsor vendors may come onto the Pershing Square venue for sales of any kind without permission from RAP.
- 3) Any vendors that want to highlight their products may be permitted pursuant to the following policy:

Any sponsor or vendor brought onto the Ice Rink footprint with the intent of selling food, alcohol, and/or goods will be required to pay any applicable RAP Permit Rates and Fees. The sponsor will work directly with RAP and pay any required fees to RAP. Any deviation or changes will be approved only by the Executive Management with the Special Operations Branch.

P. Will provide a total of 2,225 free ice-skating tickets for the community, including the following:

- 1) 300 free ice skating for the community members attending the Holiday Ice Rink Opening and Tree Lighting Ceremony on Thursday, November 20, 2025 from 5pm-7pm; and
- 2) 900 free ice skating for community members attending the Winter Holiday Festival on Saturday, December 20, 2025 from 6pm-9pm.

Q. Any community entities that previously had programming on the Ice Rink must make their own arrangements with the CONCESSIONAIRE concerning additional programming to be scheduled during the term of the AGREEMENT.

R. CONCESSIONAIRE will use the following guidelines for load-in and/or load-out (including vehicles on the venue, intermediate vehicles driving onto the venue, and removal of ice rink):

All vehicles must park in Pershing Square's parking lot to bring or remove equipment as needed; contracted service vehicles with a compelling need to park on the PREMISES must enter on the Olive and 5th Street entrance and have a City-approved placard.

S. CONCESSIONAIRE's production and/or plot plans required under the AGREEMENT are subject to approval by RAP and, where mandated, by the Los Angeles Fire Department and the Department of Building and Safety.

T. CONCESSIONAIRE must request and be issued a Division 5 - LAFD Permit.

U. RAP shall review and approve websites and advertisements for content (excluding creative) regarding the Ice Rink prior to distribution. CONCESSIONAIRE must comply with the City's sign ordinance: the size of its signs shall not exceed 42"X30".

V. RAP shall provide:

- 1) Electrical power. RAP shall provide 480 Volt Delta Service with ground, in compliance with applicable Codes, 3 phase, 400 amps per phase. Power shall be within 50 feet of the Ice Machine, connected and disconnected. RAP shall also provide one 20 Amp 110V single phase line to off load equipment.
- 2) Sufficient electricity for the operation of the skate-rental office trailer and lighting system to be used at the Ice Rink.
- 3) Water supply at the CONCESSIONAIRE's expense at a pressure of 60 pounds per square inch for the Ice Machine and Ice Re-surfacer.
- 4) Billing statement(s) for electricity and water will be provided to the CONCESSIONAIRE.

- 5) Security for the FACILITY (Pershing Square), however not specifically for the PREMISES, where CONCESSIONAIRE has additional security obligations.
- 6) Ambiance lighting at the FACILITY (Pershing Square).
- 7) Administration of permits for any filming done at the Ice Rink. Permits to film at the Ice Rink shall be arranged in conjunction with the Film L.A. Inc., RAP's Film Office, and the Pershing Square Recreation office. Filming activity done at the Ice Rink will only be allowed upon prior approval from RAP. The CONCESSIONAIRE may grant permission to any individual or entity to film at the Ice Rink once the City's requirements have been fulfilled;
- 8) A one-day RAP event, "Winter Holiday Festival," which will be produced on Saturday, December 20, 2025;
- 9) Portable toilets, including toilets that meet Americans with Disabilities Act (ADA) requirements.

2. USE OF PREMISES

A. CONCESSIONAIRE shall not make, nor permit to be made, any alterations, modifications or improvements to or of the PREMISES, other than what is mentioned above. CONCESSIONAIRE shall not construct any structures on the PREMISES without first obtaining the written consent of RAP. CONCESSIONAIRE must submit all proposed plans to the person named in Section 3 of this Exhibit J for review and written approval prior to any work being performed at the PREMISES. Once approved, any proposal for modifications thereof shall be submitted and approved in the same manner prior to construction.

B. All work shall be done in accordance with the building requirements, laws and regulations of the City of Los Angeles, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act, as amended, 42 U.S. Section 12101 et seq. and of all other agencies having jurisdiction over such work and all matters related to it.

C. CONCESSIONAIRE shall be responsible for the full cost of said temporary installation including the cost of obtaining all necessary building, utility, and other required permits associated with their temporary work and installation.

D. CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against any property of the City, or against the City, and CONCESSIONAIRE expressly covenants and agrees to hold RAP free and harmless from any and all claims or liens resulting from any labor or material furnished in connection with any work at the Concession Area as contracted and authorized by CONCESSIONAIRE.

3. RAP'S AUTHORITY

CONCESSIONAIRES shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by RAP and cooperate fully with RAP employees in the performance of their duties.

RAP's representative is Cesar Valera, Special Operations Branch, Special Events Coordinator and can be reached at (213) 847-4970 or via email at cesar.valera@lacity.org. CONCESSIONAIRES shall coordinate all work with said representative upon receipt of this Concession.

4. MAINTENANCE OF PROPERTY

CONCESSIONAIRE shall maintain the Concession Area in an orderly condition, including the protection of those existing facilities at the site that will not be impacted by activities under the AGREEMENT. CONCESSIONAIRE will be responsible for any damages or repairs caused by CONCESSIONAIRE during the term of the AGREEMENT, subject to the review of RAP's representative named in Section 3 of this Exhibit J.

5. AGREEMENT NOTIFICATIONS

Should the CONCESSIONAIRE desire time extensions of the Agreement or additional work to be performed, etc., requests for said modifications and/or additions shall be submitted, in writing or email, to:

Cesar Valera, Special Events Coordinator
Special Operations Branch – Pershing Square
532 South Olive Street (Mail Stop # 701)
Los Angeles, CA 90013
Telephone: (213) 847-4970 Email: cesar.valera@lacity.org

6. RESTORATION AND FINAL INSPECTION

Upon the termination or expiration of this Agreement, CONCESSIONAIRE shall restore all park property that is damaged, moved or altered as a result of the Concession work at the PREMISES to its original condition. Said restoration shall take place within ten days of said termination or expiration and shall be performed to the satisfaction of RAP's representative named in Section 3 of this Exhibit J.

Upon completion of the site restoration, CONCESSIONAIRE shall contact the representative named in Section 3 of this Exhibit J to arrange a final RAP inspection of the PREMISES.

7. CONCESSIONAIRE AND CONTRACTOR CONTACT

Name: Matt Kessinger of Willy Bietak Productions, Inc.
Address: 12405 Venice Boulevard #8, Los Angeles, CA 90066
Phone number: (310) 576-2400
Email: matt@bietakproductions.com

CONCESSIONAIRE is required to keep RAP updated on current name and contact information.

8. WAIVER. INDEMNITY AND RELEASE OF CLAIMS

CONCESSIONAIRE hereby expressly agrees on its behalf and that of its officers, employees, agents, successors, assigns and legal representatives:

That the City of Los Angeles, its boards, officers, agents, employee, assigns, successors and volunteers shall not be responsible or liable for any injury (physical or mental), death, damage, loss or expense (including legal costs and responsible attorney fees) either to CONCESSIONAIRE, its subcontractors, its invitees, or either party's property incurred while CONCESSIONAIRE is exercising the above permission or is engaged in activities related thereto. CONCESSIONAIRE HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF INJURY, DEATH OR PROPERTY DAMAGE arising out of said activities. CONCESSIONAIRE further agree to indemnify and hold harmless the City, its boards, officers, agents, employees, assigns, successors and volunteers from all loss or liability, actual or alleged, that may arise from CONCESSIONAIRE's acts or omission, either intentional or negligent, while participating in the above described activities. CONCESSIONAIRE's obligations herein include, but are not limited to, covering all reasonable attorney's fees (both house and outside council), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. CONCESSIONAIRE's obligations to the City under this indemnification provision shall be due and payable on a monthly, ongoing basis within thirty days after each submission to CONCESSIONAIRE of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. However, neither the waiver nor the indemnity agreement exempts the City or its boards, officers, agents, employees, assigns, successors or volunteers from acts or active negligence or willful misconduct of the City.

CONCESSIONAIRE is aware of the condition of the public premises and accepts the premises in its present condition. CONCESSIONAIRE agrees to abide by all safety regulations. CONCESSIONAIRE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

BOARD OF COMMISSIONERS

RENATA SIMRIL
PRESIDENT

LUIS SANCHEZ
VICE PRESIDENT

FIONA HUTTON
MARIE LLOYD
BENNY TRAN

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640



KAREN BASS
MAYOR

MATTHEW RUDNICK
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

October 1, 2024

**RIGHT OF ENTRY PERMIT FOR ICE SKATING RINK INSTALLATION,
MAINTENANCE, OPERATION, AND MANAGEMENT SERVICES; ICE SKATE
RENTAL SERVICES; AND PROVISION OF ICE-SKATING TALENT FOR THE
“HOLIDAY ICE RINK” OPENING CEREMONIES AT PERSHING SQUARE**

Los Angeles Department of Recreation and Parks (hereinafter referred to as the DEPARTMENT), hereby issues a temporary Right of Entry Permit to the Willy Bietak Productions, Inc., Producer of Holiday Ice Rink, hereinafter collectively referred to as the (PERMITTEE) granting authorization to PERMITTEE to facilitate the establishment of Holiday Ice Rink and granting authorization to use the permit area for this special event and program at Pershing Square 532 South Olive Street, Los Angeles, California 90013.

Issuance of this PERMIT is contingent upon the execution of this PERMIT as provided in this document. Said PERMIT will not become effective until properly executed and returned to DEPARTMENT as noted.

The PERMIT is issued subject to the following conditions:

1. PERMIT AREA DEFINED

The permitted area is the Pershing Square, within the amphitheater area at 532 South Olive Street, Los Angeles, CA 90013. Pershing Square is identified in this PERMIT will include the areas represented by ATTACHMENT A.

2. PERMISSION GRANTED

A. PERMITTEE is granted authorization to facilitate the establishment, design, production and operation of the Holiday Ice Rink at Pershing Square.

This Special Event will take place from Friday, November 8, 2024 to Monday, January 20, 2025, and will have an ice-skating rink, rental booth, feature food trucks, amplified music, various booths and merchandise.

The event set-up will be as follows: Friday, November 8, 2024 at 6:00am through Wednesday, November 20, 2024 at 11:59pm

That the Ice Rink will be open for public use according to the following schedule:



1. November 21, 2024, until December 15, 2024;
 - 11:30 a.m. – 9:30 p.m.; Sunday through Thursday
 - 11:30 a.m. – 11:00 p.m.; Friday & Saturday
2. December 16, 2024, until January 4, 2025;
 - 11:30 a.m. to 11:00 p.m.; Daily
3. January 5, 2025, until January 12, 2025;
 - 11:30 a.m. – 9:30 p.m.; Sunday through Thursday
 - 11:30 a.m. – 11:00 p.m.; Friday & Saturday
4. Holiday operating hours; 11:30 a.m. until 9:30 p.m.
 - Thanksgiving Day, November 28, 2024
 - Christmas Eve, December 24, 2024
 - Christmas Day, December 25, 2024
 - New Year's Eve, December 31, 2024
 - New Year's Day, January 1, 2025

B. PERMITTEE will provide one (1) month prior to the event, production and/or plot plans acceptable to the DEPARTMENT and adhere to the following event components, see ATTACHMENT B:

1. An ice-skating surface that measures sixty (60) feet by one-hundred (120) feet, including a dasher board system made of clear Lexan and aluminum (hereinafter referred to as "Ice Rink"). Permittee shall begin installing Ice Rink on November 8, 2024, and shall complete installation no later than November 20, 2024. The Ice Rink shall open for public use from November 21, 2024, through January 12, 2025;
2. A platform that measures ninety-five (95) feet by twenty (20) feet attached to the Ice Rink (hereinafter referred to as "Party Area Platform") to be available to public or corporate patrons through advance reservation, with 10% of gross revenue (encompassing the special venues such as filming, parties, special events, and other such activities) being paid to the Department at the end of the season. For record keeping, a duplicate tape will be used for accounting purposes.
3. Permittee shall begin installing Party Area Platform on November 8, 2024, and shall complete installation no later than November 20, 2024.
4. The Party Area Platform shall be available for public or corporate use by November 21, 2024, to January 12, 2025
5. Permittee must remit 10% of all canopy rentals.
6. Support equipment for the Ice Rink including, but not limited to header-boards, ice machine, and hoses that are able to cover a distance of up to one-hundred (100) feet between the ice machine and Ice Rink floor;
7. Ice resurfacing equipment (hereinafter referred to as "Ice Re-surfacer") and services. Ice Rink shall be resurfaced by the Permittee as-needed to maintain the Ice Rink skating surface in a condition suitable and safe for public use;
8. Supervision of installation, maintenance, resurfacing, and removal of the Ice Rink to be provided for up to twelve (12) hours each day, by qualified Ice Technicians provided by the Permittee;
9. A clean leveled scaffold deck surface (free of chemical leakage) on which the Ice

- Rink will be installed. For the purposes of this clause, "level" shall be defined as a difference of no more than one-quarter (1/4) of an inch between the heights of each end of the scaffold deck surface, assuming the scaffold deck surface measures one-hundred (100) feet in length;
10. A temporary office to be used for the operation of the ice skate rental service;
 11. A sound system for atmosphere, public address, and announcements with decibels that comply with City code;
 12. Lighting system to be installed in the Ice Rink area for crowd safety and evening atmosphere;
 13. Will provide any support services needed such as, security, maintenance, recreation, alcohol vendor. All staff must be City of Los Angeles approved staff and/or vendors;
 14. Will provide security guards for Permitted Area on a 24/7 basis and must use GSG Protective Services or a private security agency, such agency must be registered and approved by the Los Angeles Police Commission. Permittee shall employ such registered security officers in sufficient numbers to coordinate and supervise civilian security personnel as required by the Department of Recreation and Parks Alcoholic Beverage Policy with a least one uniformed security officer inside the contained area at all times during the event;
 15. Will provide maintenance and remove trash for the Permitted Area throughout the season/Permit Term;
 16. Parking must be arranged with the Pershing Square Garage Manager or outside parking vendor;
 17. Provide portable toilets for rink staff within the ice rink area;
 18. Permittee Financial Responsibilities:
 - a. Abatement
 - b. Water
 - c. Water hook-up
 - d. Electrical Fees
 - e. Electrical hook-up
 - f. Electrical equipment (cabling, adaptors, manpower)
 - g. Engineer
 - h. Use of table, chairs, and bike racks
 - i. Use of facility, additional use
 - j. Use of stage by permit only (will require prior request)
 - k. Safety signage and safety fencing around; water hook-ups, water tubs, and electrical distribution boxes
 - l. Safety fencing that completely covers the water tub
 - m. Audio equipment and engineers
 - n. Department staff including overtime
 - o. Proper disposal of ice within forty-eight (48) hours of the conclusion of operations on January 12, 2025
 - p. Security inside the rink during ice rink operating hours
 19. Weekly summary reports with supporting documentation of gross receipts generated at the Ice Rink to be completed on a daily basis with daily and weekly summaries, based on price schedule, see ATTACHMENT D. The weekly summary reports must be accompanied with the daily cash register receipts. The reports shall include the following information:

- Number of group rate admissions
 - Number of skate rentals
 - Number of free skate passes redeemed
 - Number of “eight packs” redeemed
 - Number of skate rentals provided as part of the exclusive use of ice rink and facility rental-exclusive use fees
 - Public or corporate Party Area Platform gross sales
20. To retain the integrity of finances the Department is at liberty to audit Permittee’s financial records upon reasonable notice.
21. Coordination, booking, and scheduling of talent to appear at HOLIDAY ICE RINK opening ceremonies held on November 21, 2024.
22. Marketing and Advertising Requirements;
- a. Permittee may use the terms “City of Los Angeles Department of Recreation and Parks” or “Pershing Square” on social media, such as websites, Facebook, Twitter, Instagram, etc. Websites and any social media will be reviewed by the Department. Any requested changes by the Department are to be implemented by Permittee within an expedient time frame. Department (Pershing Square) is not responsible for marketing the ice rink other than special event notices.
 - b. Permittee will provide forty-eight (48) total Sponsor-Dasher Boards. Thirty-six (36) will be used by Permittee and twelve (12) will be given to the Department at no cost.
 - c. All sponsor packets affecting the area outside the immediate Rink perimeter must be reviewed by the Department and will be charged according to Pershing Square Rates and Fees.
23. Will provide a small area for the sale of socks, gloves, hats, shirts, cameras, and souvenirs. Permittee will pay the Department 20% of the gross revenue of the above items at the end of the season;
24. The consumption of alcoholic beverages is permitted with the following conditions:
- a. Will be required to obtain all City of Los Angeles permits which will be reviewed by Department staff prior to the start of sales.
 - b. Permittee must use City contracted vendor for all alcohol sales.
 - c. Permittee will pay the Department 20% of alcohol sales as required by Department Rate and Fees. Permittee will be allowed to keep 100% of food sales which will be reinvested in the operations of the ice rink, for the purpose of benefitting the community and the Department.
25. Will pay the Department 10% of the gross income of ticket pricing for full attendance, which includes admission at the end of the season. The total sum due to the Department to be paid 30 days from the last day of operation;
26. Sponsor Requirements;
- a. Sponsors may not conflict with the current year-round Pershing Square Sponsors.
 - b. No food vendors or sponsor vendors may come onto the Pershing Square venue for sales of any kind without permission from the Department.

- c. Any vendors that want to highlight their products may be permitted through the Department Permit Policy below:
 - Any sponsor or vendor brought onto the ice rink footprint with the intent of selling food, alcohol, and/or goods will be required to pay Department Permit Rates and Fees. The sponsor will work directly with the Department and pay fees to the Department. Any deviation or changes will be approved only by the Executive Management with the Special Operations Branch.
 - d. Vendor will work activations and programs around facility scheduled programs.
27. Will provide a total of 2,225 free ice-skating tickets for the community;
- a. 300 free ice skating for the community members attending the Holiday Ice Rink Opening and Tree Lighting Ceremony on Thursday, November 21, 2024 from 5pm-7pm;
 - b. 900 free ice skating for community members attending the Winter Holiday Festival on Saturday, December 21, 2024 from 6pm-9pm;
28. Any community entities that have had programming in the past on the ice rink must make their own arrangements with the Permittee (Willy Bietak Productions Inc.);
29. Will use the following guidelines for load-in and/or load-out (including vehicles on the venue, intermediate vehicles driving onto the venue, and removal of ice rink); all vehicles must park in Pershing Square's parking lot to bring or remove equipment as needed. (Contracted service vehicles that have a need to park on the premises must enter on the Olive and 5th Street entrance and have a City approve placard.);

C. PERMITTEE will provide and design, production and/or plot plans are subject to approval by the DEPARTMENT and where mandated, by the Los Angeles Fire Department and the Department of Building and Safety.

D. PERMITTEE must request and be issued a Division 5 - LAFD Permit.

E. DEPARTMENT shall review and approve websites and advertisements for content (excluding creative) regarding the Holiday Ice Rink prior to distribution. PERMITTEES must comply with the City's sign ordinance and shall limit sign size not to exceed 42"X30".

F. The DEPARTMENT shall provide:

- 1. Electrical power. The Department shall provide 480 Volt Delta Service with ground, in compliance with applicable Codes, 3 phase, 400 amps per phase. Power shall be within fifty (50) feet of the Ice Machine, connected and disconnected. Department shall also provide one (1) 20 Amp 110V single phase line to off load equipment;
- 2. Sufficient electricity for the operation of the skate-rental office trailer and lighting system to be used at the Ice Rink;
- 3. Water supply at the Permittee's expense at a pressure of sixty (60) pounds per square inch for the Ice Machine and Ice Re-surfacer;
- 4. Billing statement(s) for electricity and water will be provided to the Permittee;

5. Security for Pershing Square venue, however not specifically for the permitted area (rink);
6. Ambiance lighting will be provided at Pershing Square;
7. Administration of permits for any filming done at the Ice Rink. Permits to film at the Ice Rink shall be arranged in conjunction with the Film L.A. Inc., the Department's Film Office, and the Pershing Square Recreation office. Filming activity done at the Ice Rink will only be allowed upon prior approval from the Department. The permittee may grant permission to any individual or entity to film at the Ice Rink once the City permit policies have been fulfilled;
8. Will produce a one-day Department event, "Winter Holiday Festival," on Saturday, December 21, 2024;
9. Will conduct special events and activities outside of permitted area at any time;
10. Will provide portable toilets, toilets that meet American with Disabilities Act (ADA) requirements.

3. USE OF PERMIT AREA

A. Permission to temporarily design, produce and operate the Holiday Ice Rink at Pershing Square.

PERMITTEE shall not make, nor permit to be made, any alterations, modifications or improvements to or of the Permit Area, other than what is mentioned above.

PERMITTEE shall not construct any structures on the Permit Area without first obtaining the written consent of the DEPARTMENT. PERMITTEE must submit all proposed plans to the person named in Condition No. 6 for review and written approval prior to any work being performed at the Permit Area. Once approved, any proposal for modifications thereof shall be submitted and approved in the same manner prior to construction.

B. Compliance with Applicable Laws

All work shall be done in accordance with the building requirements, laws and regulations of the City of Los Angeles, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act, as amended, 42 U.S. Section 12101 et seq. and of all other agencies having jurisdiction over such work and all matters related to it.

C. Cost of Permits and Installation

PERMITTEE shall be responsible for the full cost of said temporary installation including the cost of obtaining all necessary building, utility, and other required permits associated with their temporary work and installation.

D. Mechanics' Liens

PERMITTEE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this PERMIT so as to prevent any lien or other claim under any provision of law from arising against any property of the City, or against the City, and PERMITTEE expressly covenants and agrees to hold the DEPARTMENT free and harmless from any and all claims or liens resulting from any labor or material furnished in connection with any work at the Permit Area as contracted and authorized by PERMITTEE.

4. TERM

This Permit will become effective upon receipt by the Department of an executed original of the Permit. The Permit will remain in effect after execution until January 20, 2025. Should it become necessary to change the scope of work authorized in this Permit, Permittee will notify Department in writing and request approval of the proposed change. All correspondence will be sent to the addressee listed in Condition No. 9. This Permit is subject to termination at any time by either party with written notification.

5. FEES AND COSTS

PERMITTEE agrees to pay the Department of Recreation and Parks as described in Condition No. 2 of the agreement. Payment of revenue due to the DEPARTMENT as described in Condition No. 2. The total sum due to the Department to be paid 30 days from the last day of operation.

6. DEPARTMENT AUTHORITY

PERMITTEES shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by the DEPARTMENT and cooperate fully with DEPARTMENT employees in the performance of their duties.

The DEPARTMENT representative is Cesar Valera, Special Operations Branch, Special Events Coordinator and can be reached at (213) 847-4970 or via email at cesar.valera@lacity.org. PERMITTEES shall coordinate all work with said representative upon receipt of this PERMIT.

7. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the DEPARTMENT shall have the right to enter the Permit Area at any time in case of emergency, and upon reasonable notice for purposes of property inspection.

8. MAINTENANCE OF PROPERTY

PERMITTEE shall maintain the Permit Area in an orderly condition, including the protection of those existing facilities at the site that will not be impacted by permit activities. PERMITTEE will be responsible for any damages or repairs caused by PERMITTEE during the permit period, subject to the review of DEPARTMENT

representative named in Condition No. 6.

9. PERMIT NOTIFICATIONS

Should the PERMITTEE desire time extensions of the PERMIT or additional work to be performed, etc., requests for said modifications and/or additions shall be submitted, in writing or email, to:

Cesar Valera, Special Events Coordinator
Special Operations Branch – Pershing Square
532 South Olive Street (Mail Stop # 701)
Los Angeles, CA 90013
Telephone: (213) 847-4970 Email: cesar.valera@lacity.org

10. RESTORATION AND FINAL INSPECTION

Upon the termination or expiration of this PERMIT, PERMITTEE shall restore all park property that is damaged, moved or altered as a result of the permitted work at the Permit Area to its original condition. Said restoration shall take place within ten (10) days of said termination or expiration and shall be performed to the satisfaction of the DEPARTMENT representative named in Condition No. 6.

Upon completion of the site restoration, PERMITTEE shall contact the representative named in Condition No. 6 to arrange a final DEPARTMENT inspection of the Permit Area.

11. PERMITTEE AND CONTRACTOR CONTACT

Matt Kessinger of Willy Bietak Productions, Inc.
12405 Venice Boulevard #8
Los Angeles, CA 90066-3803

PERMITTEES are required to keep the DEPARTMENT updated on current name and contact information.

12. WAIVER. INDEMNITY AND RELEASE OF CLAIMS

PERMITTEE hereby expressly agrees on its behalf and that of its officers, employees, agents, successors, assigns and legal representatives:

That the City of Los Angeles, its boards, officers, agents, employee, assigns, successors and volunteers shall not be responsible or liable for any injury (physical or mental), death, damage, loss or expense (including legal costs and responsible attorney fees) either to PERMITTEES, its subcontractors, its invitees, or either party's property incurred while PERMITTEES are exercising the above permission or is engaged in activities related thereto. PERMITTEES HEREBY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISK OF INJURY, DEATH OR

PROPERTY DAMAGE arising out of said activities. PERMITTEES further agree to indemnify and hold harmless the City, its boards, officers, agents, employees, assigns, successors and volunteers from all loss or liability, actual or alleged, that may arise from PERMITTEE'S acts or omission, either intentional or negligent, while participating in the above described activities. PERMITTEES obligations herein include, but are not limited to, covering all reasonable attorney's fees (both house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Company's obligations to the City under this indemnification provision shall be due and payable on a monthly, ongoing basis within thirty (30) days after each submission to Company of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. However, neither the waiver nor the indemnity agreement exempts the City or its boards, officers, agents, employees, assigns, successors or volunteers from acts or active negligence or willful misconduct of the City.

PERMITTEE is aware of the condition of the public premises and accepts the premises in its present condition. PERMITTEE agrees to abide by all safety regulations. PERMITTEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

13. INSURANCE

PERMITTEE shall obtain, or shall cause to be obtained, the following insurance coverages specified on the 146 I/R Form- Insurance Requirements, See ATTACHMENT C.

PERMITTEE, at their own cost and expense, and in the name of PERMITTEE, shall, prior to any possession or other use of the premises, obtain insurance in the amount of TWO MILLION DOLLARS of General Liability, ONE MILLION DOLLARS of Worker's Compensation/Employers Liability (with Waiver of Subrogation), ONE MILLION DOLLARS of Automobile Liability, and furnish CITY with evidence of such insurance from insurers acceptable to CITY and in a form acceptable to CAO, Risk Management for the coverages and minimum limits of insurance indicated on the 146 I/R Form, attached to this PERMIT, which shall be maintained by PERMITTEE at their sole cost and expense throughout the term of this PERMIT and any extension thereof for the Permit Area.

PERMITTEE agrees that any authorized contractor or subcontractor working in the Permit Area shall obtain and keep in force during the term of this PERMIT the insurance coverages in the types and amounts approved by the CAO, Risk Manager. PERMITTEE will maintain written evidence of said insurance. PERMITTEE and authorized contractor(s) or subcontractor(s) will also list the City of Los Angeles, the City of Los Angeles Department of Recreation and Parks and the Board of Recreation

and Parks Commissioners as additional insureds. PERMITTEE shall deliver a copy of the certificate of insurance with additional insured listings to the DEPARTMENT prior to load in.

Please indicate your acceptance of the foregoing in the section below the signature block of this letter, and return the signed original copy to the DEPARTMENT office noted in Condition No. 9.

14. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns, and successors in interest, PERMITTEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including PERMITTEE'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by PERMITTEE, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Permit. This provision will survive expiration or termination of this Permit. Additional indemnification language, as outlined in the *Standard Provision for City Contracts (Rev. 10/17) [v.3]*, is incorporated by reference.

15. REVOCATION OF PERMIT

The Department may revoke this Right-of-Entry Permit if Permittee does not comply with the conditions contained herein. Upon receipt of the written notice of revocation, the parties will discuss methods and a time frame for correcting any deficiencies identified by the Department. Permittee will have the opportunity to correct the deficiencies and retain the Permit within the mutually agreed upon parameters.

Willy Bietak Productions Inc.

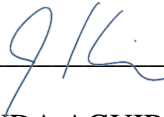
10/1/24

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Sincerely,


JIMMY KIM

General Manager



BRENDA AGUIRRE

Assistant General Manager



Brenda Aguirre

Assistant General Manager

Department of Recreation and Parks

221 North Figueroa Street, 3rd Floor

Los Angeles, CA 90012

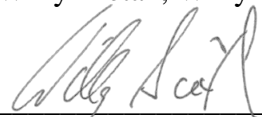
(213) 202-2627

I HEREBY ACCEPT THIS PERMIT AND ALL CONDITIONS HEREIN

Willy Bietak

Printed Name, Authorized Representative

Willy Bietak, Willy Bietak Productions, Inc.



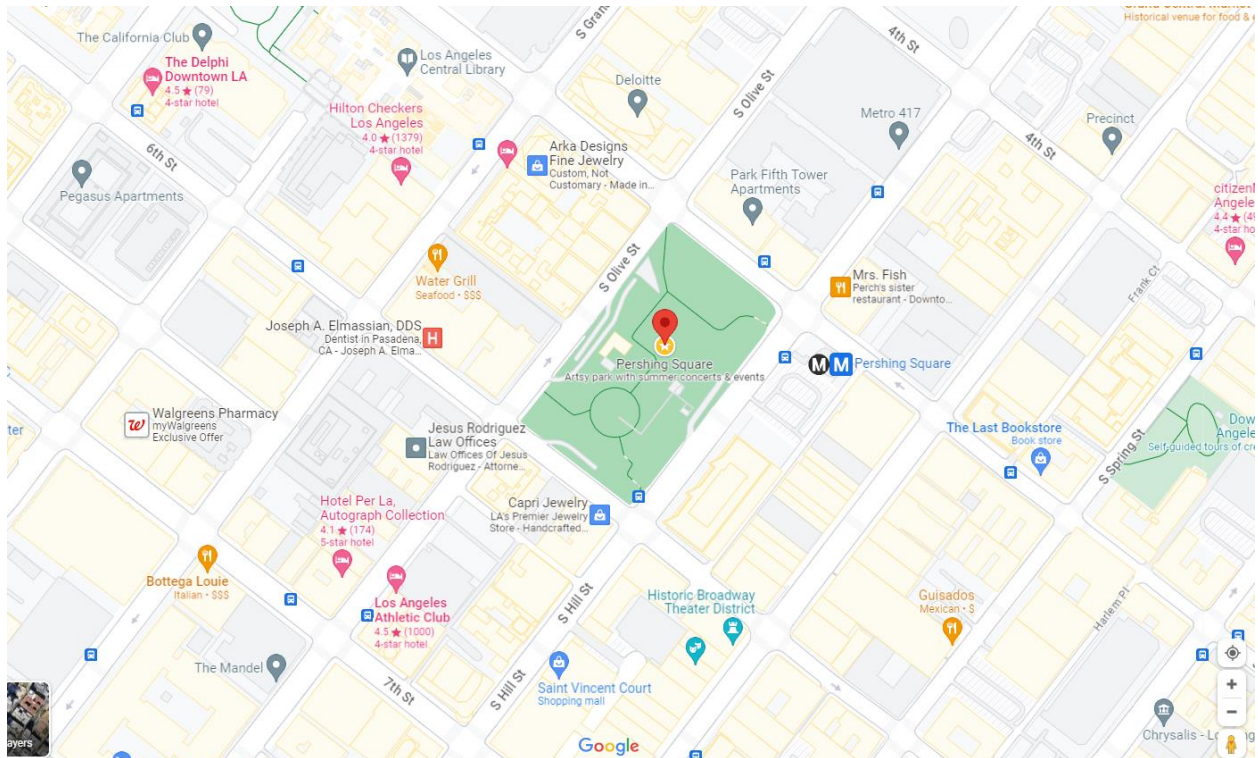
Signature, Authorized Representative

Willy Bietak, Willy Bietak Productions, Inc.

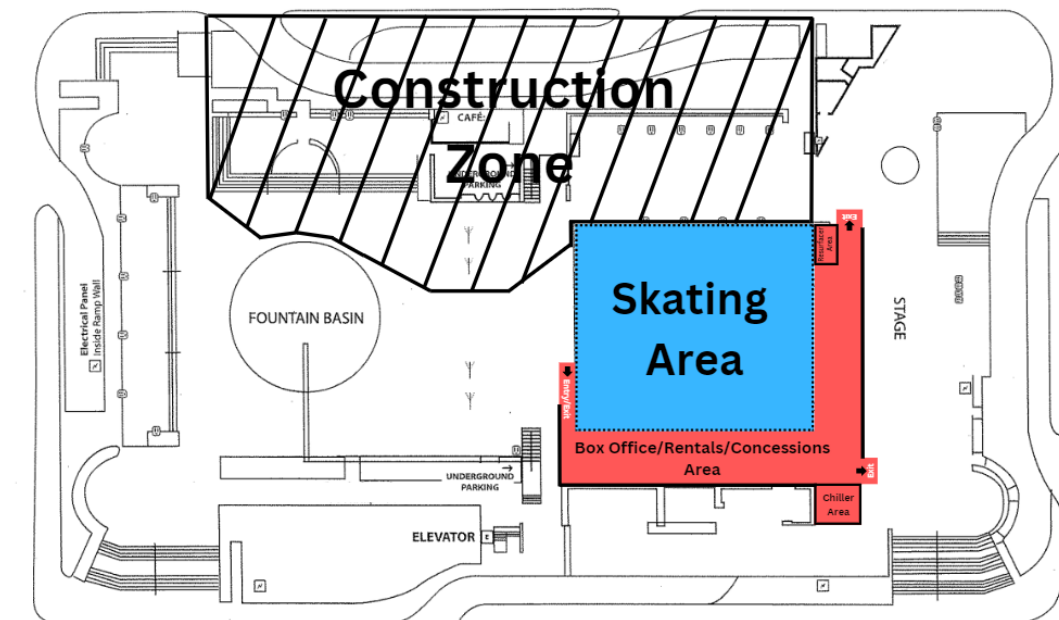
10/24/2024

Date

ATTACHMENT A:



ATTACHMENT B:



ATTACHEMNT C:

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/20/2024	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Safehold Special Risk, Inc. (800) 990-7465 Safehold Special Risk, Inc. (CA DOI # 0G13561) 230 Commerce Way, Suite 230 Portsmouth, NH 03801			CONTACT NAME: Regina Tibbetts PHONE (A/C, No, Ext): 603-570-5200 FAX (A/C, No): 855-529-7684 E-MAIL: regina.tibbetts@safehold.com		
INSURED Willy Bietak Productions, Inc. dba Holiday Ice Rink Pershing Square 532 South Olive Street Los Angeles, CA 90013			INSURER(S) AFFORDING COVERAGE INSURER A: PA Manufacturers Association Ins. Co.. NAIC # 12262 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 15896659		REVISION NUMBER: See below	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	302401-11-15-72-4	10/01/2024	10/01/2025
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	652401-11-15-72-4	10/01/2024	10/01/2025
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as Additional Insured as required by written contract and only as it relates to the named insureds operations of the Holiday Ice Rink Pershing Square, 532 South Olive St., Los Angeles, CA 90013.					
CERTIFICATE HOLDER City of Los Angeles-Department of Recreation & Parks Attn: Cesar Valera 530 S. Olive St. Los Angeles, CA 90013			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

ATTACHMENT D:

Ice Skating Session

1 Hour • All Ages • Sells out quickly!



\$21.20 Admission - General All Ages • Includes Skate Rental

\$6 Locker Rentals Can Hold Couple Pairs of Shoes, Medium-Size Handbag & Few Small Purchases

\$6 Socks

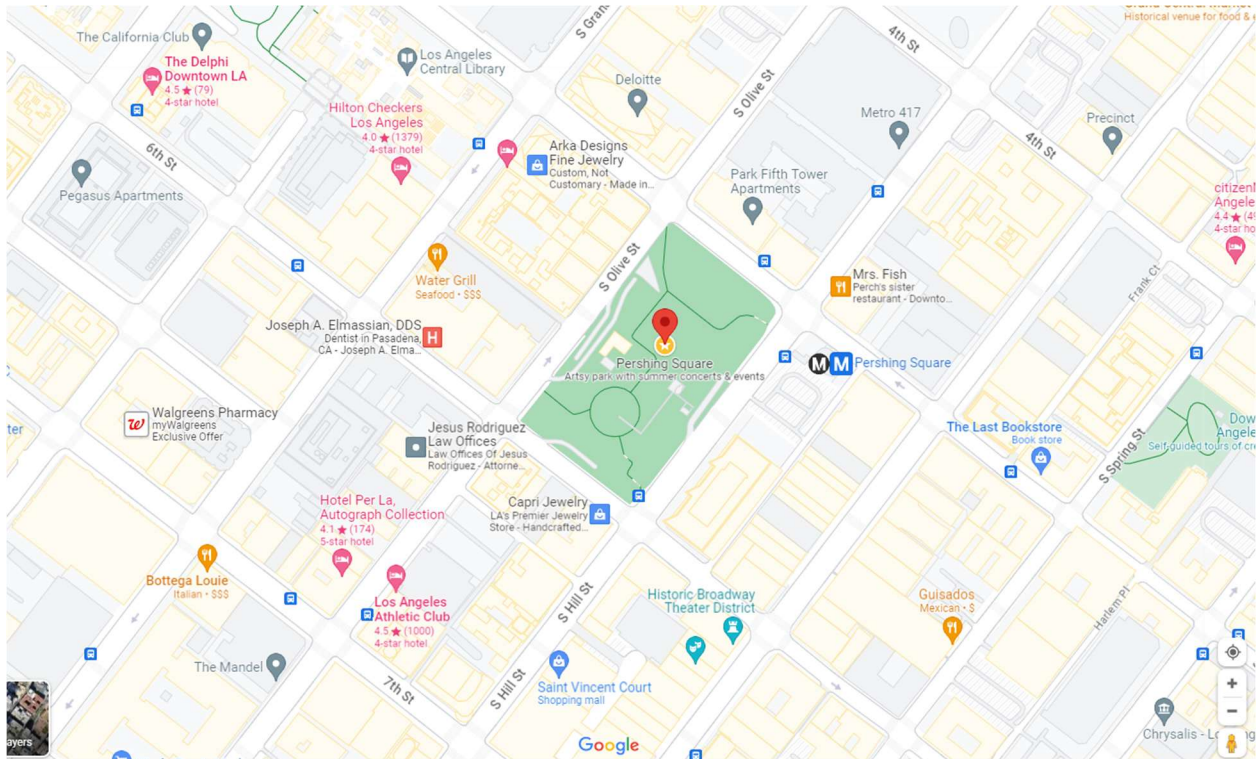
Prices for Thursday, November 21, 2024 at 11:30 AM ›

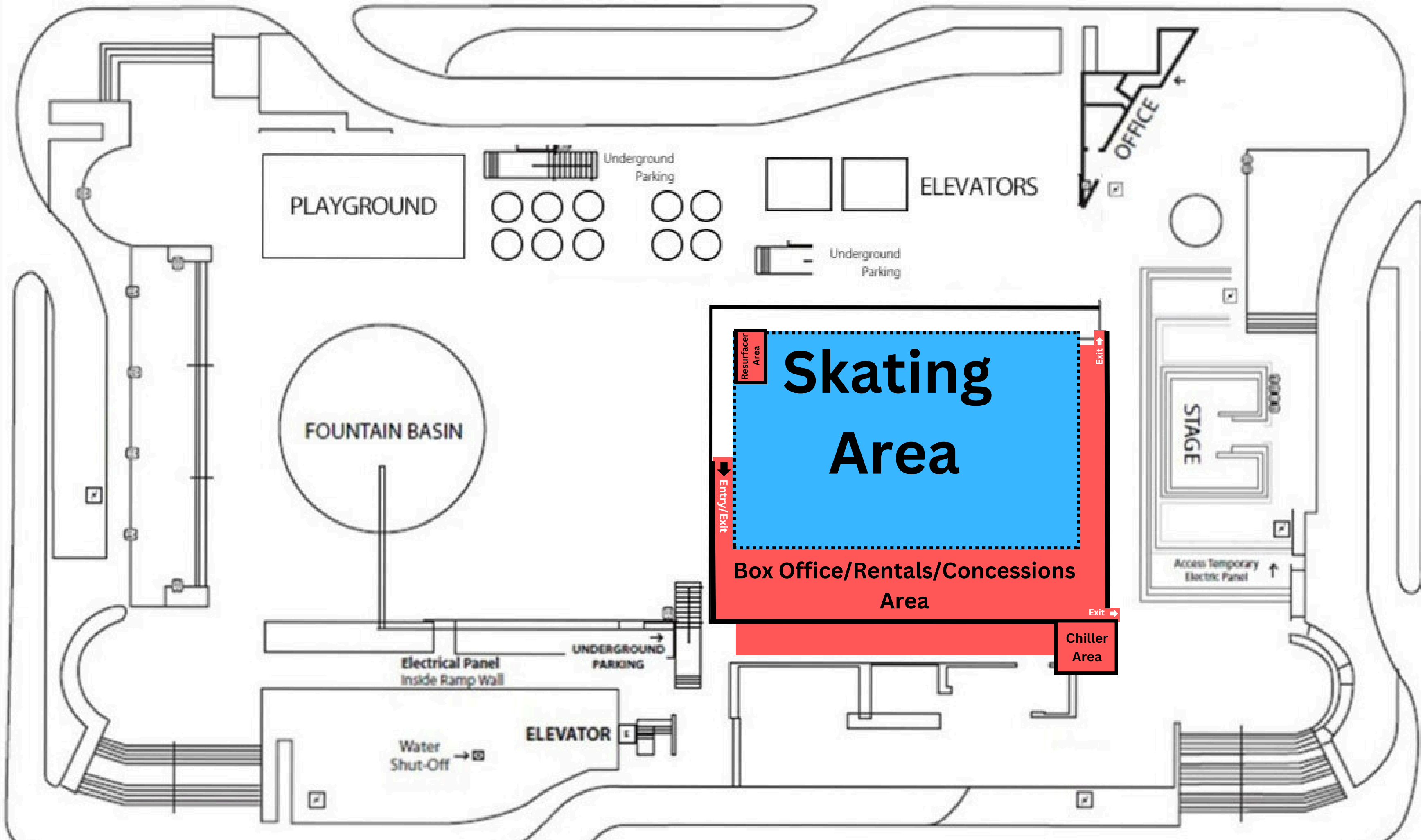
Ice Skate in Pershing Square!

Duration

- 1 Hour Session

ATTACHMENT A





Attachment C

Ice Skating Session

1 Hour • All Ages • Sells out quickly!



\$21.20 Admission - General All Ages • Includes Skate Rental

\$6 Locker Rentals Can Hold Couple Pairs of Shoes, Medium-Size Handbag & Few Small Purchases

\$6 Socks

Prices for [Thursday, November 21, 2024 at 11:30 AM](#) ›

Ice Skate in Pershing Square!

Duration

- 1 Hour Session