

AGREEMENT  
FOR THE DESIGN, MANAGEMENT AND OPERATION  
RANCHO PARK GOLF COURSE  
FOOD AND BEVERAGE CONCESSION

BETWEEN

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

AND

AWARDED PROPOSER'S NAME

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**AGREEMENT FOR THE DESIGN, MANAGEMENT AND OPERATION OF THE  
RANCHO PARK GOLF COURSE  
FOOD & BEVERAGE CONCESSION**

THIS Agreement (hereinafter "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 \_\_\_\_\_ (hereinafter referred to as "CONCESSIONAIRE").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks an operator to assist in the design; provide Furniture, Fixtures and Equipment (FF&E); manage and operate the Rancho Park Golf Course Food & Beverage Concession (hereinafter referred to as "CONCESSION") to benefit golfers and the local community; and

**WHEREAS**, RAP seeks to serve the public by providing food and beverage services including the sale of alcoholic beverages at the CONCESSION; and

**WHEREAS**, the 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**, the 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 redevelopment, operation and maintenance of this CONCESSION; and

**WHEREAS**, RAP found it is necessary to utilize a standard request for proposal process and to evaluate proposals received based upon the criteria included in a Request for Proposal (RFP); and

**WHEREAS**, RAP advertised for proposals for the design, management and operation of the CONCESSION, to include providing food, beverage and related services to the public; and

**WHEREAS**, RAP received and evaluated \_\_\_\_\_ proposals which were received on \_\_\_\_\_, 2025; and

**WHEREAS**, \_\_\_\_\_ was scored as the highest-ranked proposer, and selected to perform pre-opening related tasks; then provide food, beverage and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, CONCESSIONAIRE and CITY desire to enter into such AGREEMENT, effective \_\_\_\_\_ to provide tasks and services of the type and character required therein by CITY to meet the needs of the public at Rancho Park Golf Course Restaurant; and

**NOW THEREFORE**, in consideration of the terms, covenants and conditions hereinafter to be kept and performed by the respective parties and recitals set forth herein, 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 thirty-four (34) pages and fifteen (15) exhibits (A-O) attached hereto.
BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, Acting by and through its Department of Recreation and Parks.
CONCESSION:	Rancho Park Golf Course Food and Beverage Concession
CONCESSIONAIRE:	Name TBA
FACILITY:	Rancho Park Golf Course
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 geographical area, as defined in Section 3 of this AGREEMENT, in which the Concession may be operated.
RAP:	Department of Recreation and Parks
SPECIAL EVENT:	A prearranged gathering, scheduled through the CONCESSIONAIRE's designated Special Events manager, involving the exclusive use of any or all portions of the CONCESSION PREMISES by the event participants (as identified in Exhibit B).
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 within the CONCESSION to sell food and beverages and offer related services as approved by the GENERAL MANAGER. Value-priced meals; pre-prepared and packaged items; and beverages for quick take-away service will also be available. Designated space authorized for use and activities by the CONCESSIONAIRE is identified in Exhibit B, and shall not be used for any other purpose without the prior written consent of 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 the 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

While CONCESSIONAIRE is granted the exclusive right to sell food and beverages to the general public at the CONCESSION PREMISES (which shall include any kiosks, vending machines or other mobile/temporary solutions for providing food and beverage services as permitted hereunder), this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks, excluding alcoholic beverages, to the golf course. Nor does it prohibit RAP from hiring outside caterers for RAP-hosted tournaments and junior events at the golf course, after first providing CONCESSIONAIRE the opportunity to bid on providing such catering services.

CONCESSIONAIRE is granted the exclusive right to operate and manage the special event space to be developed as described in Section 6 of this Agreement. RAP reserves the right to utilize, free of charge, the special event space for RAP-sponsored activities such as golf tournaments and meetings in coordination with CONCESSIONAIRE. No more than \_\_\_\_\_ special events involving over \_\_\_\_\_ guests per event, not including RAP-sponsored activities, shall be held in the special event space on an annual basis. RAP shall have discretion over the number of events for which the special event space is rented.

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.

Subject to the provisions set forth in Section 5.T. of this Agreement, 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 are located at: 10460 W. Pico Blvd., Los Angeles, CA 90064. The PREMISES shall include the restaurant and special event space within the golf clubhouse, halfway house, cabana bar near the driving range, and all, if any, portions of the golf courses that the GENERAL MANAGER, by express written consent, approves for offering food and beverage service, and mobile solutions. The location of the

PREMISES is as set forth in Exhibit B, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP. City shall deliver to Concessionaire the main PREMISES newly renovated and the halfway house and cabana bar near the driving range in "as is" condition.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the 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 sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

#### **SECTION 4. TERM OF AGREEMENT**

The term of the AGREEMENT shall be ten years (the "Initial Term") commencing on \_\_\_\_\_. The CITY will have one five-year extension option exercisable at the sole discretion of the GENERAL MANAGER.

The GENERAL MANAGER shall exercise the Extension Option by providing written notice ("Option Notice") to CONCESSIONAIRE no later than 12 months prior to the expiration of the Initial Term of this AGREEMENT notifying CONCESSIONAIRE of RAP's intent to exercise such option. The option term shall be upon the same terms, covenants and conditions contained in this AGREEMENT, except with respect to the calculation of the monthly rent and MAG (as such term is defined in Section 8) as further specified in Section 8 below, and the provision of equipment and furniture set forth in Section 6 below. In the event that RAP and CONCESSIONAIRE are unable to agree in good faith on the calculation of the monthly rent and MAG within 120 days after the date of the Option Notice, then CONCESSIONAIRE shall not be bound by RAP's exercise of the Extension Option and RAP's exercise of the Extension Option shall be null and void. This AGREEMENT shall, thereafter, terminate upon the expiration or other earlier termination of the Initial Term in accordance with this AGREEMENT, and the parties shall have no further obligation or liability under this AGREEMENT. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken by RAP to decline to exercise an option to extend the term 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 FACILITY main dumpster(s) (bins and emptying arranged and paid for by RAP), located at the

maintenance yard of the FACILITY only if reduced in volume by breaking down boxes ahead of time. CITY shall determine the number of dumpsters and frequency of trash removal days per week. If business by CONCESSIONAIRE at the CONCESSION creates more trash than the FACILITY main dumpsters and removal schedule of the CITY can accept, CONCESSIONAIRE is required to arrange and pay for additional dumpsters and/or pay to have the trash removed more often. The storage location of additional dumpsters must be approved in advance by CITY. In the normal course of business including SPECIAL EVENTS, CONCESSIONAIRE's trash deposited in the main dumpster(s) shall not be filled beyond the top of the dumpster, allowing lids to close fully. Any spillover of CONCESSIONAIRE's trash from the dumpsters by wind, birds, or any other cause shall be cleaned up and redeposited into the dumpster by CONCESSIONAIRE.

CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with RAP's prior written approval, an enclosed area concealing the trash storage from public view. RAP will incur the cost of all garbage pick-up from the FACILITY dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti in the interior of the PREMISES.

**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 reasonable 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**

1. CONCESSIONAIRE, in its CONCESSION 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: (1) 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; (2) that in the construction of any improvements on, over or under the PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.

2. CONCESSIONAIRE agrees that in the event of breach (as may be reasonably determined by the City) of any of the above nondiscrimination covenants, with proper notification as per Section 21, 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.

3. 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 the General Manager or its designated staff 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 pursuant to the terms of this Section, RAP may direct CONCESSIONAIRE to remove that person from the PREMISES.

3. **Concession Manager**

CONCESSIONAIRE shall appoint, an experienced Concession Manager of CONCESSIONAIRE's operations at the FACILITY. The appointed Concession Manager is subject to reasonable disapproval and removal from the manager position by RAP.

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 five (5) 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, such approval not to be unreasonably withheld or delayed. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on PREMISES shall be a material breach of this AGREEMENT. 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. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. 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.

In the event any employees, volunteers and/or subcontractors (including all employees and volunteers for any subcontractor) has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, CONCESSIONAIRE shall immediately remove such employee, volunteers and/or subcontractors from the PREMISES at RAP's instruction. In the event any principal or owner of CONCESSIONAIRE has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, such actions shall not be deemed a material breach of this AGREEMENT by the CONCESSIONAIRE until CONCESSIONAIRE has first received written notice from RAP of the alleged serious act of misconduct perpetrated by such principal or owner and CONCESSIONAIRE has thereafter had an opportunity to remove such principal or owner from the entity constituting CONCESSIONAIRE pursuant to CONCESSIONAIRE'S procedures for removal of a member in accordance with its organizational documents along with removal of such principal or owner from the Premises, if applicable. In the event CONCESSIONAIRE has not removed the principal or owner within thirty (30) calendar days after receiving the written notice

described above, CITY shall have the right to terminate this AGREEMENT pursuant to such breach.

**F. Menu and Pricing**

1. 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 reasonable 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 this 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 and to RAP upon request.
2. 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.
3. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages as described in CONCESSIONAIRE's Proposal (Exhibit C to this Agreement).
4. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options for food and beverages. This includes the availability of fresh fruits and fresh vegetables, bottled water, 100% juice, beverages that contain at least 50% fruit juice with no added sweeteners, and providing healthy snacks as defined by the California Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(a), Subsections 2 and 3). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs.
5. 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.
6. CONCESSIONAIRE shall offer a value-priced express menu for golfers, which includes at least two meal choices for breakfast and lunch with priority for speed of service.
7. CONCESSIONAIRE shall offer pre-set bulk menus with prices for golf tournaments.
8. 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.
9. 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.

10. 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. 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, in the reasonable opinion of GENERAL MANAGER, negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs for food and beverage consumed on PREMISES. Also see Exhibit N (Zero Waste).
11. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.
12. The parties hereto acknowledge that during renovation of the golf clubhouse including restaurant CONCESSIONAIRE may provide the temporary food and beverage service at the FACILITY and the current food and beverage operator on record will be released from service. During this period CONCESSIONAIRE may offer pre-set bulk menus with prices for golf tournaments. In the event that CONCESSIONAIRE declines to provide pre-set bulk food and beverage service, RAP shall have the right to utilize another food service provider.

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, and Expendables**

Small wares, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property. FF&E detailed in Section 6 shall become property of the City.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own personal property, but not improvements or RAP property from the PREMISES and shall be allowed a period of fifteen (15) calendar days to complete such removal. If not removed within that period, said personal property shall become the property of RAP.

I. **Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or RAP, such as, but not limited to,

heat exchangers, fans, controls and electric panels, installed by RAP, together with all of the fixtures, plate and mirror glass, appliances, countertops and kitchen cabinetry, indoor and outdoor furniture and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. All maintenance, repairs and replacement of all equipment at the PREMISES shall be performed at the sole expense of CONCESSIONAIRE.

RAP will be responsible for utility lines and repairs within the walls and floor, telephone lines, plus the exterior and roof of the PREMISES.

**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 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 FACILITY, 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."

Upon expiration or termination of this AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays on the PREMISES and in connection therewith, and shall restore said PREMISES and improvements thereto to substantially the same condition as prior to the placement of any such signs or displays.

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**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, excluding water, and shall be paid by CONCESSIONAIRE. CONCESSIONAIRE will pay directly for gas, electrical, telephone and internet/Wi-Fi services, which will be in the name of CONCESSIONAIRE.



CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

RAP shall be responsible for water, sewer and trash utility charges associated with the FACILITY, including for the PREMISES.

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. CONCESSIONAIRE shall also establish recyclables collection and implement additional waste diversion strategies for operations of the CONCESSION. See Exhibit N (Zero Waste Ordinance).

CONCESSIONAIRE shall reimburse RAP if any utility charges are paid by RAP, excluding water, sewer and trash.

**M. Vending Machines and Food Carts**

CONCESSIONAIRE may install vending machine(s) at the FACILITY with prior written approval of the counts and locations by RAP. Vending machines may sell food, snacks, and beverages and are subject to rent fees defined in Section 8. Vending machines may not sell water or other beverages in single-use plastic bottles.

RAP may order the installation of vending machines to increase service at the FACILITY at RAP's sole discretion. If installed, gross receipts from vending machine service are subject to Section 8 "Minimum Annual Guarantee and Monthly Rental Payment" terms and conditions.

For the avoidance of doubt, CONCESSIONAIRE may provide a mobile food cart for food and beverage service with items stocked in the mobile food cart and delivery service of food and beverages from the main restaurant. The CONCESSIONAIRE shall be responsible for the storage and maintenance of the mobile food cart, including the cost for all operations and approvals, permitting, and licensing.

CONCESSIONAIRE shall not install, or allow to be installed, any electronic games, or other coin-operated machines without prior written approval of RAP. RAP shall have the right to order the immediate removal of any unauthorized machines.

**N. Safety**

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices on the Premises, 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 21, "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 and upon prior notice to CONCESSIONAIRE, 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.

O. **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.

P. **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.

Q. **Community Outreach**

CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.

R. **Amplified Sound & Noise**

No amplified sound or live music is permitted by CONCESSIONAIRE, without prior approval from RAP. If RAP or CONCESSIONAIRE receive any noise complaints associated with any activity on the PREMISES, CONCESSIONAIRE shall take reasonable steps to mitigate such noise and provide mitigation plans to RAP within 10 business days of the initial noise complaint. CONCESSIONAIRE further agrees to work in good faith with RAP to implement measures to mitigate noise impacts to the neighboring residential community. In particular, noise from outdoor patio areas shall be minimized.

S. **Security**

CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

Each night, CONCESSIONAIRE shall be responsible for securing the facility gate when continuing food and beverage operations after Golf staff leaves.

T. **Quiet Enjoyment**

CITY 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, which shall be reasonable, of any solution to such dispute; RAP's final reasonable determination shall be binding upon all parties in such dispute.

**U. Receipts**

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.
2. CONCESSIONAIRE shall at all times place a sign within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Unit (213) 202-3280."

**V. Mobile Food Cart**

CONCESSIONAIRE may provide a mobile cart for food and beverage service throughout the FACILITY. The CONCESSIONAIRE shall be responsible for the provision and maintenance of the Mobile Food Cart, including the cost for all operations and approvals, permitting and licensing. The GENERAL MANAGER will use its reasonable efforts to accommodate storage of the Mobile Food Cart with the other vehicles that service the FACILITY.

**W. Parking & Traffic Mitigation**

1. CONCESSIONAIRE shall coordinate with RAP to implement valet parking when a planned special event or other peak activity is anticipated to affect the capacity of the parking lot, at the discretion of RAP.
2. If valet service is utilized, CONCESSIONAIRE shall prohibit the valet service operator from placing the valet parking kiosk and from parking cars on neighboring residential streets.
3. CONCESSIONAIRE shall coordinate in good faith with RAP to prioritize parking for golf patrons and mitigate parking and traffic impacts to the neighboring residential communities.

**SECTION 6. FURNITURE, FIXTURES, AND EQUIPMENT / IMPROVEMENTS / REFURBISHMENT**

**A. Furniture, Fixtures, and Equipment (FF&E)**

CONCESSIONAIRE shall provide and install FF&E in the following amounts as listed in the RFP Exhibit E (FF&E, Capital Improvements, and Refurbishment Plan):

(Sample categories:)	
Kitchen, Cookline, Food Preparation Areas	\$x,xxx,xxx
Other Furniture, Fixtures and Equipment	\$x,xxx,xxx
Décor	\$x,xxx,xxx
POS System, Wi-Fi* and other electronic audio, visual, communications	\$x,xxx,xxx
-----	
Total:	\$x,xxx,xxx

\*Provision of Wi-Fi (up to 80% of the maximum capacity of customers will be able to access Wi-Fi simultaneously with a concurrent download speed of 10 megabits per second.)

The \_\_\_\_\_ Dollars (\$x,xxx,xxx) investment must be spent on the CONCESSION or the CONCESSIONAIRE will pay the unspent difference to RAP. In the event that the proposed dollar amount listed above is not sufficient to complete the FF&Es as specified in its Proposal, CONCESSIONAIRE shall be responsible for any additional costs to complete the FF&E fulfillment as set forth in its Proposal. Paid invoices by CONCESSIONAIRE shall be submitted to RAP for verification.

CONCESSIONAIRE shall complete the FF&E fulfillment as submitted in the Proposal, as may be further refined and approved by City, within \_\_\_\_\_ months from the Commencement Date as set forth in Section 4 of this Agreement.

## **B. Improvements**

CONCESSIONAIRE shall undertake and complete the following improvements:

- As proposed item 1
- As proposed item 2

The total estimated value is \$\_\_\_\_\_.

Improvements must comply with the Americans with Disabilities Act (ADA).

The \_\_\_\_\_ Dollars (\$x,xxx,xxx) investment must be spent on the CONCESSION or the CONCESSIONAIRE will pay the unspent difference to RAP. In the event that the proposed dollar amount listed above is not sufficient to complete the improvements as specified in its Proposal, CONCESSIONAIRE shall be responsible for any additional costs to complete the improvements as set forth in its Proposal. Paid invoices by CONCESSIONAIRE shall be submitted to RAP for verification.

CONCESSIONAIRE shall complete the improvements as submitted in the Proposal, as may be further refined and approved by City, within \_\_\_\_\_ months from the Commencement Date as set forth in Section 4 of this Agreement.

## **C. Refurbishment**

CONCESSIONAIRE shall undertake and complete the following as part of their refurbishments.

- Remodel of the Halfway House
- Remodel of the cabana bar near the driving range
- 

The total estimated value is \$\_\_\_\_\_.

Refurbishments must comply with the Americans with Disabilities Act (ADA).

The \_\_\_\_\_ Dollars (\$x,xxx,xxx) investment must be spent on the CONCESSION or the CONCESSIONAIRE will pay the unspent difference to RAP. In the event that the proposed dollar amount listed above is not sufficient to complete the renovations as specified in its Proposal, CONCESSIONAIRE shall be responsible for any additional costs to complete the refurbishments as set forth in its Proposal. Paid invoices by CONCESSIONAIRE shall be submitted to RAP for verification.

CONCESSIONAIRE shall complete the refurbishments as submitted in the Proposal, as may be

further refined and approved by City, within \_\_\_\_\_ months from the Commencement Date as set forth in Section 4 of this Agreement.

For Sections 6.A, 6.B, and 6.C above, the following apply:

All new FF&E Fulfillment, Improvements, and Refurbishment or substitutions permitted by RAP shall become the property of RAP and CONCESSIONAIRE shall ensure that title to all such new FF&E Fulfillment, Improvements, and Refurbishment shall be vested in RAP. At the conclusion of each, CONCESSIONAIRE shall submit proof of project completion to RAP, which shall include paid invoices by CONCESSIONAIRE. RAP shall review the projects for completion as proposed and determine if RAP is satisfied with the quality of work

RAP shall hold CONCESSIONAIRE responsible for guaranteeing the completion of FF&E Fulfillment, Improvement, and Renovation, or substitutions permitted by RAP, according to approved plans, regardless of cost. RAP will approve all design and construction plans and drawings prior to commencement of any work at the PREMISES. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for FF&E Fulfillment, Improvement, and Renovation shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, not completed as stipulated, or not completed to the reasonable satisfaction of RAP pursuant to the approved plans. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 14, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified in the written approval, or as prescribed by RAP pursuant to the terms of this AGREEMENT, are subject to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit. At the conclusion of each project, CONCESSIONAIRE shall submit proof of project completion to RAP. At that point, RAP will inspect the submitted improvement to confirm completion. All improvements shall become the property of RAP. Additionally, if the value of all completed required and optional improvements is less than the amount specified in Section 6 of this AGREEMENT, CONCESSIONAIRE will be responsible to RAP for payment of the difference within thirty (30) days of written notification.

Subject to Section 5.T., RAP reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. RAP shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES.

Improvements by CONCESSIONAIRE to the PREMISES are subject to:

**1. Compliance with Applicable Rules and Regulations**

All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances (including those regarding historic and cultural monuments), building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE'S operations therein. The written approval by RAP of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore

shall at all times remain with CONCESSIONAIRE.

**2. Procurement of Permits and Approvals**

CONCESSIONAIRE shall, at its sole expense, and prior to construction of any improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of equipment, and interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP prior to CONCESSIONAIRE's obtaining of said permits and approvals.

**3. Subcontractors**

CONCESSIONAIRE shall require by any contract that it awards in connection with structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to RAP evidence of required insurance coverage.

**D. Ongoing Refurbishment**

CONCESSIONAIRE shall perform annually maintenance and repair to the CONCESSION and equipment (including to any improvements thereto), regardless if the items to be maintained or repaired are City-owned or property of CONCESSIONAIRE, during the term of the AGREEMENT in order to maintain operations in a safe, clean, attractive environment.

RAP shall have reasonable discretion to schedule/order refurbishments with CONCESSIONAIRE upon inspection of the PREMISES.

**SECTION 7. HOURS / DAYS OF OPERATION**

The CONCESSIONAIRE must operate the CONCESSION 365 days a year. CONCESSIONAIRE shall coordinate hours of operation with RAP to coincide with golf operations. For the avoidance of doubt, if the Facility is closed, the CONCESSION may be closed accordingly. However, CONCESSIONAIRE may elect to open the CONCESSION when the FACILITY is closed. Notwithstanding the foregoing, the restaurant and banquet hall shall not be open to the public beyond 10:30 p.m.

Minimum hours of operations are thirty minutes before the first tee-time until thirty minutes after sunset. RAP may agree to extend the hours of operation upon request of the CONCESSIONAIRE at RAPs discretion. Any deviation from the hours specified shall be subject to prior written approval by RAP.

CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be changed without prior written approval of RAP. Any deviation from such days and hours shall be subject to the prior written approval of RAP.

**SECTION 8. MINIMUM ANNUAL GUARANTEE AND MONTHLY RENTAL PAYMENT**

**A. Minimum Annual Guarantee**

Beginning in year 3, a Minimum Annual Guarantee (MAG) will be established for each contract year, equaling ninety percent (90%) of the previous year's payable concession fee. The concession fee for years 3-15 shall be the greater of the MAG or the percentage amounts by category specified below. In no event shall the MAG in any year be less than the previous year's MAG.

**B. Rental Payment Calculation**

As part of the consideration for RAP's granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to RAP a monthly rental payment as follows:

For years 1-3 Revenue share to the City is a percentage of gross receipts on all sales in various categories, calculated and paid monthly:

- \_\_\_\_\_ percent (\_\_\_6%) of gross receipts on all sales of food and non-alcoholic beverages; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all sales on alcohol; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all special events; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all vending machine sales.

For years 3-15, the greater of:

or

- One-twelfth of the Minimum Annual Guarantee;
- \_\_\_\_\_ percent (\_\_\_6%) of gross receipts on all sales of food and non-alcoholic beverages; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all sales on alcohol; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all special events; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all vending machine sales.

Refer to SECTION 8.D for the definition of "Gross Receipts."

**C. Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Revenue Report (Exhibit H) shall be addressed to:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Concessions Division  
P. O. Box 86328  
Los Angeles, CA 90086

**D. Gross Receipts Defined**

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

1. Cash discounts allowed or taken on sales;

2. Any sales tax, use tax, or excise tax 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 other business locations of CONCESSIONAIRE 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 CONCESSION;
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; and
11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as herein defined, 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 customer.

**E. Monthly Revenue Reports**

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit H)



for the month for which a payment is submitted.

**F. Late Payment Fee**

Failure of CONCESSIONAIRE to timely pay any of the monthly rental payment or any other fees, charges, or payments required herein is a breach of the AGREEMENT for which RAP may terminate same or take such other legal action as it deems necessary, provided that RAP shall not terminate or take such other legal action until RAP has first provided CONCESSIONAIRE with written notice of such non-payment and CONCESSIONAIRE has had a period of thirty (30) days from receipt thereof to cure such non-payment, pursuant to Section 20 hereof.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, 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 agrees to pay 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 charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, but in no event higher than the maximum rate allowed by law, 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.

The acceptance of late payments by RAP 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 payment so accepted.

**G. Compliance with Identity Theft Laws and Payment Card Data Security Standards:**

CONCESSIONAIRE agrees to 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. CONCESSIONAIRE also agrees to comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS). During the performance of any service to replace, install, program or update Payment Devices equipped to conduct Credit or Debit Card transactions, including PCI DSS services, CONCESSIONAIRE agrees to verify proper truncation of receipts in compliance with FACTA. CONCESSIONAIRE understands that failure to ensure proper truncation will result in the imposition of liability and defense costs that may arise out of consequent litigation.

**SECTION 9. ADDITIONAL FEES AND CHARGES**

- A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE has agreed to pay or reimburse RAP, or if RAP 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 the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be

and become additional rental payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 8 hereof.

- 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 RAP 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 RAP 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 the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

## **SECTION 10. INSURANCE**

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

## **SECTION 11. 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 necessary janitorial duties and damage/maintenance repairs, to the satisfaction of RAP. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

### **A. Interior of Premises**

#### **1. Areas to be maintained by CONCESSIONAIRE:**

CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by RAP or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as buildings, fences, posts, signs, electrical hook-ups, plumbing, tracks, tanks, etc.).

CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and plumbing maintenance in the interior of the PREMISES, such as lighting fixtures, sinks, and faucets; however, CITY shall be responsible for maintenance of utility lines and drains within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, RAP may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or RAP property.

CONCESSIONAIRE shall clean and restock all shared restrooms every day after \_\_\_\_ o'clock (a.m.)/p.m. until closing. RAP will provide paper goods and hand soap. CITY shall clean and stock the restrooms from morning until \_\_\_\_\_ o'clock (a.m.)/p.m. daily.

2. Duties:

CONCESSIONAIRE'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by RAP to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of the premises, such as light fixtures, staff toilets, and faucets.

RAP shall be responsible for the maintenance and repair outside of the PREMISES, including the shared restrooms and related fixtures such as lighting, toilets and faucets.

B. **Exterior of Premises and Common Passageways**

RAP shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by RAP which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, RAP shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with debris from all operations.

C. **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.

D. **Property Damage and Theft Reporting**

CONCESSIONAIRE shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit J) 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.

E. **Damage or Destruction to Premises**

1. **Partial Damage**

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by RAP at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused

by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expense incurred in making such repairs.

2. **Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by RAP at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by RAP as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

3. **Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, RAP shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and RAP may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying RAP rent as determined above during the rebuilding of the facility.

4. **Limits of RAP'S Obligation Defined**

In the application of the provisions set forth in Paragraph 1 and 2 of this Section 11.E., RAP shall be obligated to, repair or reconstruct the PREMISES, subject to the provisions set forth therein. CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

F. **Pest Control**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

Any portion of a building or enclosed structure with walls, roof, and doors, such as the restaurant, storage facilities, banquet facilities, halfway houses, offices and storage containers owned and/or used by CONCESSIONAIRE.

In the course of conducting pest control, CONCESSIONAIRE shall adhere to RAP's Integrated Pest Management (IPM) Program which emphasizes commitment to utilize the safest and least toxic means available to control harmful and unwanted pests. Use of all second-generation anticoagulant rodenticides are prohibited. They are not allowed anywhere on park property, whether in or outside buildings. All anticoagulant rodenticides are known to be detrimental to wildlife but second-generation rodenticides are especially detrimental to the natural order of ecosystems. Natural predators, such as hawks, owls, coyotes and bobcats feed on rodents, thus helping control rodent populations.

Efforts should be made to use mechanical or electronic traps rather than poisons. If bait boxes are used, California law mandates bait boxes be securely anchored and labeled with the agent used.

CONCESSIONAIRE shall submit a scope of work for any proposed pest management services subcontracted and shall not subcontract without prior RAP approval. Requests for approval shall be sent to RAP's Principal Grounds Maintenance Supervisor II of the Forestry Division at [Leon.Boroditsky@lacity.org](mailto:Leon.Boroditsky@lacity.org) with a copy to the Concessions Manager at [Rachel.Ramos@lacity.org](mailto:Rachel.Ramos@lacity.org).

RAP shall be responsible for pest control if pests are found in or on structures or areas maintained by RAP, such as:

1. Open, unfenced areas such as those locations permitted for mobile food if applicable.
2. Shared spaces, starter offices, pro shops, restrooms, and other facilities occupied in part by CONCESSIONAIRE but maintained by RAP.
3. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and RAP.

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of RAP. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

## **SECTION 12. 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. Interfere with the public's enjoyment and use of the FACILITY or use of the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP;
5. Overload any floor in the PREMISES;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay RAP, on demand, the cost for replacement thereof;
7. 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;
8. 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;
9. Allow any sale by auction upon the PREMISES;
10. Permit undue loitering on or about the PREMISES;
11. Use the PREMISES in any manner that will constitute waste;
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

### **SECTION 13. 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 14. PERFORMANCE DEPOSIT**

CONCESSIONAIRE shall provide RAP a sum equal to Twenty-Seven Thousand Five Hundred Dollars (\$27,500) (the "Performance Deposit") to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT. RAP acknowledges receipt of the Performance Deposit as of the date 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 beyond all applicable notice and cure periods, 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 CONCESSIONAIRE'S failure to adhere to or execute the terms and conditions of the AGREEMENT.

### **SECTION 15. 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 (15<sup>th</sup>) 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 16. 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 16, 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 17. 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 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 register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
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 install a computerized 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 paper 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. 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 compatible with RAP's golf management and reservation system, 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. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. 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 RAP's General Manager or his designee. 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 (2%) and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

## **SECTION 18. 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 promptly comply with any written request or order submitted to it by CITY or RAP in accordance with the terms of this AGREEMENT.

### **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 also identified to CONCESSIONAIRE by the 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**

Subject to Section 5.T, 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. Business Inclusion Program**

CONCESSIONAIRE agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit K). CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated sub consultants and subcontractors, nor shall CONCESSIONAIRE reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld or delayed.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit L) when submitting the Monthly Revenue Report. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit M) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

**G. First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, 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 contract, 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.

#### H. **ZERO WASTE ORDINANCE**

CONCESSIONAIRE, who is a contractor 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 Contract by reference. Any subcontract entered into by CONCESSIONAIRE for work to be performed under this Contract must include an identical provision. See Exhibit N.

#### I. **CEC Form 50**

Certain contractors agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 attached as Exhibit N. Responses submitted without a completed CEC Form 50, by proposers that qualify as a lobbying entity under Los Angeles Municipal Code 48.02 shall be deemed nonresponsive.

#### Bidder Contributions – City Charter Sections 470(c) (12)

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or

more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

**J. CEC Form 55**

CEC Form 55 requires bidders to identify their principals, their subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**SECTION 19. 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 personal property owned by Concessionaire and leave the Premises in good condition, ordinary wear and tear excepted. CONCESSIONAIRE will have seven (7) 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 20. CERTAIN TERMINATION PROVISIONS**

A. The AGREEMENT may be terminated by CONCESSIONAIRE, via 30-day written notice, upon the happening of any of the following events:

1. The permanent abandonment by RAP or the CITY of the FACILITY or the permanent removal of all RAP services, or a material portion thereof which materially adversely affects CONCESSIONAIRE'S operations, from the FACILITY; or
2. The assumption by the United States Government or any authorized agency thereof, or the state of California or any authorized agency thereof, of the operation, control or use of the FACILITY or any substantial part thereof, in such manner as to materially restrict CONCESSIONAIRE from operating thereon.

B. In connection with the provisions set forth in Subparagraph 1 of Paragraph B (Termination for Breach of Contract) of PSC-9 of the Standard Provisions of City Contracts, CITY and CONCESSIONAIRE agree that CITY shall provide written notice of default and grant CONCESSIONAIRE a period of thirty (30) calendar days from receipt of such written notice of default to cure a breach of the AGREEMENT involving the non-payment of any monthly or percentage rental

payment or any other fees, charges or payments required to be paid by the CONCESSIONAIRE under this AGREEMENT; provided, however, that CONCESSIONAIRE shall remain responsible for the payment of any late fees associated with any such breach in accordance with Section 8.F.

In connection with the provisions set forth in Paragraph A (Termination for Convenience) of PSC-9 of the Standard Provisions for City Contract (Rev.1.25 [v.2]) attached hereto as Exhibit A, CITY and CONCESSIONAIRE agree that the "reasonable and allowable costs" payable to the CONCESSIONAIRE under such paragraph shall include the then undepreciated net Book Value (as calculated based on a 10 year straight-line depreciation) of all improvements completed as part of the Redevelopment Project, as of the date of termination. The term "Book Value" shall mean the following amounts described below:

1. An amount equal to the actual costs incurred by CONCESSIONAIRE (as evidenced by invoices and other supporting documentation as may be reasonably required by CITY) for the design, construction and completion of the Redevelopment Project improvements as set forth in Section 6, but in no event exceeding the costs set forth in Section 6.

## **SECTION 21. 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 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:

TBA, LLC  
Jane Smith  
1234 Main Street  
Los Angeles, CA 90000

[jane.smith@tba.llc.com](mailto:jane.smith@tba.llc.com)

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

## **SECTION 22. 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 Map
- C. Proposal submitted by [Awarded Concessionaire's Name Here] on xx/xx/2025 in response to RFP CON-G25-003
- D. Good Food Purchasing Program (Rev. 9/17)
- E. City-Owned Equipment List
- F. Form General No. 87 "Non-Employee Accident or Illness Report"
- G. New Equipment to be Purchased by Concessionaire
- H. Monthly Revenue Report
- I. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- J. Special Occurrence and Loss Report
- K. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- L. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- M. Schedule C, Final Subcontracting Report
- N. Zero Waste Ordinance
- O. CEC Form 50, Bidder Certification

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, 11) Exhibit J, 12) Exhibit K, 13) Exhibit L, 14) Exhibit M, 15) Exhibit N, and 16) Exhibit O.

*(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: \_\_\_\_\_ DATE: \_\_\_\_\_  
JIMMY KIM  
General Manager

TBA, LLC

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deputy City Attorney

Business Tax Registration Certificate Number: \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: \_\_\_\_\_

AGREEMENT Number: \_\_\_\_\_



**ATTACHMENT 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](http://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](http://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
<hr/> <hr/>		
<b>Workers' Compensation (WC) and Employer's Liability (EL)</b>		
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	WC _____ <i>Statutor</i> y EL _____
<hr/> <hr/>		
<b>General Liability</b>		
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____	
<hr/> <hr/>		
<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/> <hr/>		
<b>Professional Liability</b> (Errors and Omissions)		
Discovery Period _____		
<hr/> <hr/>		
<b>Property Insurance</b> (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"/> _____	
<hr/> <hr/>		
<b>Pollution Liability</b>		
<input type="checkbox"/> _____		
<hr/> <hr/>		
<b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds		
<b>Crime Insurance</b>		
<hr/> <hr/>		
<b>Other:</b> _____ _____ _____ _____		



**THE CITY OF LOS ANGELES**  
**DEPARTMENT OF RECREATION AND PLEASURE**

**GENERAL INQUIRY: ADULTS**

**RECREATION CENTER: FORD**

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**ZIP:** \_\_\_\_\_

**AGE:** \_\_\_\_\_ **SEX:** \_\_\_\_\_

**EDUCATION:** \_\_\_\_\_ **RELIGION:** \_\_\_\_\_

**INTERESTS:** \_\_\_\_\_

**REMARKS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**RANCHO PARK GOLF CLUBHOUSE  
RENOVATION**





REVISIONS	DATE
1. Initial design and development	10/10/2010
2. Design review and approval	10/10/2010
3. Final design and approval	10/10/2010
4. Production and distribution	10/10/2010
5. Post-production review	10/10/2010

PLAN NAME	
SITE PLAN	
DATE	APPROVED BY
11/11/11	
BY	SCALE DATE
11/11/11	11/11/11
NO. 1	NO. 1
11/11/11	11/11/11
A1.01	
11 of 10 pages	

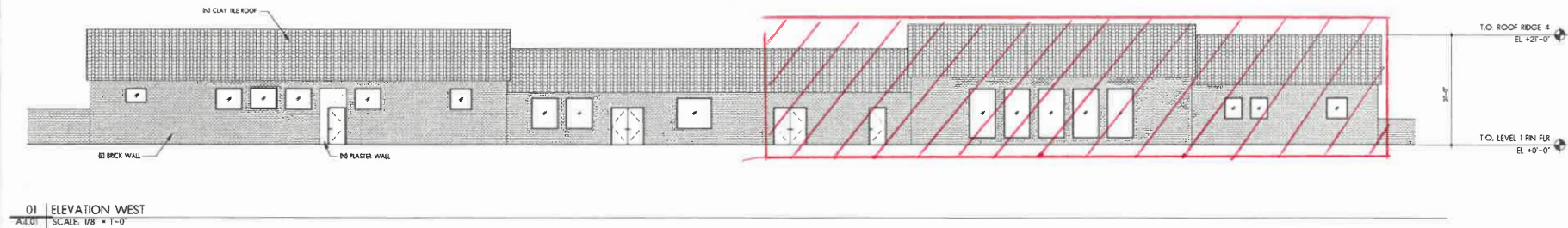
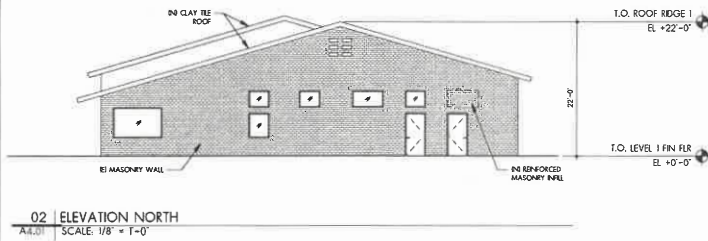


- 1. DOOR HINGE JAMBS ARE LOCATED 4" OFF OF INTERFACING PARTITION WALLS.
- 2. PRETREATMENT MATS SHALL BE USED IN CONNECTION TO BE BRACED AT THE UNDERSIDE OF THE BUILDING STRUCTURE UNLESS SPECIFIED OTHERWISE.
- 3. ALL CORE LOCATED POWER WALL OUTLETS TO BE INSTALLED AND VERIFIED BY ELECTRICAL ENGINEER.
- 4. MEET ALL DIMENSIONS IN FIELD.
- 5. USE ASSEMBLY #123456 FOR DOOR SPOKES AND ASSEMBLY #123456 FOR HINGE SPOKES.
- 6. DOOR HINGE JAMBS ARE LOCATED 4" OFF THE INTERFACING PARTITION UNLESS OTHERWISE NOTED.
- 7. ALL FRAMEWORK TO BE 6" METAL STUDS UNLESS NOTED.
- 8. ALL DIMENSIONS TO F.M.S. TO 0.10 MASONRY UNLESS NOTED.
- 9. ALL EXPOSED STUDS TO BE 2X4 SHIP-RODDED.
- 10. ALL WALL AND FLOOR MATERIALS TO BE EXCISED IN PLANS SHOWN CLASSIFICATION IN CIG TABLE 303.2.
- 11. PROVIDE PRE-EXHAUSTIBLES, REEFER TIE T2 120632 AND REEFER TIE T2 120632.
- 12. WAREHOUSE STAIRING STAGES ARE PROVIDED AT LEAST 5 PERCENT OF THE STAIRING AND SURFACES SHALL AT THE DINING AREA BE 100% COMPLY WITH THE FOLLOWING:
- 13. CONTRACTOR TO PROVIDE PORTABLE AIRSIDE LIFTING SYSTEM FOR CONCRETE ROADS USE. PROVIDE FOUR RECYCLED POLYESTER CARPETING TO COVER ALL EXISTING FLOORING. SHALL CONSIST OF WALKWAYS SOUND PLY 4X8-12 ASSEMBLY SYSTEMS, 1/2" SHARP SAND, 1/2" SHARP SAND, AND 3/4" SHARP SAND PLY, APPROVED LOCAL.

[illegible]

 EXISTING MASONRY WALL TO REMAIN  
 NEW MASONRY INFILL  
 NEW METAL STUD FRAMED PARTITION  
 NOT IN SCOPE

Premises Map - Elevation West  
 Rancho Park Golf Course Clubhouse  
 Food and Beverage Concession indicated in red striped



THE CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS  
 GENERAL MANAGER: JIMMY KIM  
 PROJECT MANAGER: \_\_\_\_\_  
 PROJECT NUMBER: \_\_\_\_\_  
 SHEET NUMBER: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PROJECT NAME:  
**RANCHO PARK GOLF CLUBHOUSE  
 RENOVATION**  
 ADDRESS:  
 10460 W Pico Blvd, Los Angeles, CA 90064

REVISIONS: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PLAN NAME:  
**EXTERIOR  
 ELEVATIONS**

DRAWN BY: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 W.D. NO.: \_\_\_\_\_  
 FILE NO.: \_\_\_\_\_

**A4.01**  
 SHEET 16 OF 18 SHEETS



Sample Agreement - Exhibit C  
Proposal Submitted by Awarded Proposer  
(Placeholder)



# Good Food Purchasing Program:

PURCHASING STANDARDS FOR  
FOOD SERVICE INSTITUTIONS

v3.0 // 2023





## 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,

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.



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.

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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## 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

## 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

## 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.



**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.**



## 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

## 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.



Photo: Buyer and Supplier Mixer with Chicago Food Policy Action Council



## 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 to<sup>1</sup>) 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.<sup>2</sup>
- +** Report annually on progress toward additional [fundamental strategies](#).

<sup>1</sup> 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.

<sup>2</sup> 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.





## 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



# 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:

**5%** AT LEVEL 3 OR

**10%** AT LEVEL 2 OR

**15%** AT LEVEL 1

Meet Initial Targets

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

**15%** AT LEVEL 3 OR

**20%** AT LEVEL 2 OR

**25%** AT LEVEL 1

**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.<sup>3</sup>

**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.<sup>7</sup>

**5%** of local qualifying food comes from suppliers who identify as People of Color.<sup>4,5,6</sup>

**10%** of local qualifying food comes from suppliers who identify as People of Color.<sup>8,9,10</sup>

<sup>3</sup> See footnote 1.

<sup>4</sup> 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).

<sup>5</sup> 5% sourced from people of color may be part of the 10% target above.

<sup>6</sup> 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.).

<sup>7</sup> See footnote 1.

<sup>8</sup> See footnote 4.

<sup>9</sup> See footnote 5.

<sup>10</sup> See footnote 6.

## QUALIFYING CRITERIA FOR LOCAL AND COMMUNITY-BASED ECONOMIES SOURCES<sup>11</sup>

### LEVEL 1<sup>12</sup>

#### SCALE (revenue):

- **Produce:** Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture<sup>13</sup>) >\$5 million
- **Other:**<sup>14</sup> Very large-scale operations >\$50 million<sup>15</sup>

### LEVEL 2

#### SCALE (revenue):

- **Produce:** Large scale operations (\$1 million-\$5 million)
- **Other:**<sup>16</sup> Large-scale operations (\$20 million-\$50 million)

### LEVEL 3

#### SCALE (revenue):

- **Produce:** Medium scale operations <\$1 million
- **Other:**<sup>17</sup> Medium scale operations <\$20 million

— AND —

#### OWNERSHIP:

Privately, cooperatively, or nonprofit owned and operated, or B Corp certified

— AND —

#### LOCATION<sup>18</sup>:

Production location is within 250 miles (or 500 miles<sup>19</sup> for meat, poultry, and seafood)



<sup>11</sup> 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

<sup>12</sup> 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.

<sup>13</sup> United States Department of Agriculture (January 2015).

<sup>14</sup> 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

<sup>15</sup> See Appendix A: Frequently Asked Questions for more information about revenue range for Level 1.

<sup>16</sup> See footnote 13.

<sup>17</sup> See footnote 13.

<sup>18</sup> 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).

<sup>19</sup> See Appendix A: Frequently Asked Questions for more information about expanded local radius for animal products.



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



## 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.



# 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 Watch<sup>20</sup> 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 5% FROM BASELINE YEAR**

Reduce animal products<sup>21</sup> purchased to reduce carbon<sup>22, 23</sup> and water footprint<sup>24, 25, 26</sup> per meal served<sup>27</sup> by at least 5% from baseline year;<sup>28</sup>

**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 approaches<sup>29</sup> that maximize food waste reduction and environmental benefits.<sup>30</sup>

### 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.

Continued on pg. 23

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

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

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

<sup>23</sup> 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.

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

<sup>25</sup> See footnote 23.

<sup>26</sup> 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.

<sup>27</sup> "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.

<sup>28</sup> 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).

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

<sup>30</sup> 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.

## SOURCING TARGETS, CONTINUED

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 Watch<sup>31</sup> so that no “Avoid” seafood is purchased by Year 3.

**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 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:

**3%** AT LEVEL 3 OR

**7%** AT LEVEL 2 OR

**10%** AT LEVEL 1

AND

**REDUCE 3% FROM BASELINE YEAR**

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 approaches<sup>32</sup> that maximize food waste reduction and environmental benefits.<sup>33</sup>

### 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:

**8%** AT LEVEL 3 OR

**12%** AT LEVEL 2 OR

**15%** AT LEVEL 1

AND

**REDUCE 15% FROM BASELINE YEAR**

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 approaches<sup>34</sup> that maximize food waste reduction and environmental benefits.<sup>35</sup>

ENVIRONMENTAL SUSTAINABILITY

TABLE A: Conversion Factors for Carbon and Water Footprint<sup>36,37</sup>

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

<sup>31</sup> See footnote 20.

<sup>32</sup> See footnote 28.

<sup>33</sup> See footnote 29.

<sup>34</sup> See footnote 28.

<sup>35</sup> See footnote 29.

<sup>36</sup> Poore and Nemecek (2018).

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

GOOD FOOD PURCHASING PROGRAM



## QUALIFYING CRITERIA FOR ENVIRONMENTAL SUSTAINABILITY SOURCES CERTIFICATIONS AND SUPPLIER/PRODUCT ATTRIBUTES<sup>38</sup>

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

### CERTIFICATION LOGOS



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

<sup>38</sup> 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.





Photo: Brooklyn Grange rooftop farm production



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





## 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.



# 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"> <li>Equitable Food Initiative</li> <li>Fair Trade International<sup>39</sup></li> </ul>	<ul style="list-style-type: none"> <li>Food Justice Certified by the Agricultural Justice Project</li> <li>Fair Food Program</li> <li>Milk With Dignity</li> </ul>	<ul style="list-style-type: none"> <li>Union Contract<sup>40</sup></li> <li>Worker-owned co-op</li> </ul>
PROCESSING, MANUFACTURING, AND DISTRIBUTION			<ul style="list-style-type: none"> <li>Union Contract<sup>41</sup></li> <li>Worker-owned co-op</li> </ul>

### CERTIFICATION LOGOS



<sup>39</sup> Coffee, sugar, and cocoa only.

<sup>40</sup> 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.

<sup>41</sup> See footnote 40.

\*\*\*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.<sup>42</sup>
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.<sup>43</sup>
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 sanctions<sup>44</sup> 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 organize<sup>45</sup>;
  - 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.<sup>46</sup>

<sup>42</sup> 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.

<sup>43</sup> See Appendix J: Labor Law Compliance Contracts and Enforcement for more guidance.

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

<sup>45</sup> 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.

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



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.







## 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.





# 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.<sup>47</sup>

### OPTION 1: Purchase High Animal Welfare Products<sup>48</sup>

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 Sourced<sup>49</sup> to Reduce Number of Animal Lives Per Meal Served<sup>50</sup>

**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.<sup>51,52</sup>

### 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.<sup>53, 54</sup>

Continued on pg. 33

<sup>47</sup> 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.

<sup>48</sup> High animal welfare products may include poultry, beef, pork, eggs, and dairy.

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

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

<sup>51</sup> Weight is measured in lbs.

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

<sup>53</sup> See footnote 51.

<sup>54</sup> See footnote 52.

## SOURCING TARGETS, CONTINUED

INITIAL

>>

YEAR 5

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

### 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.<sup>56,57</sup>

### 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.<sup>58,59</sup>

**TABLE B: Conversion Factors for Animal Lives per Pound Consumed**

Animal Product Type	Total Lives per Pound Consumed <sup>60</sup>
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

<sup>55</sup> 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.

<sup>56</sup> See footnote 51.

<sup>57</sup> See footnote 52.

<sup>58</sup> See footnote 51.

<sup>59</sup> See footnote 52.

<sup>60</sup> 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.

# QUALIFYING CRITERIA FOR HIGH ANIMAL WELFARE SOURCES<sup>61</sup>

	LEVEL 1	LEVEL 2	LEVEL 3
<b>DAIRY</b> Milk, Yogurt, Cheese, etc	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane</a></li> <li>• <a href="#">Global Animal Partnership: Step 2</a></li> <li>• <a href="#">Regenerative Organic Certified: Bronze*</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">100% Grassfed by Pennsylvania Certified Organic (PCO)</a></li> <li>• <a href="#">American Grassfed Association Certified</a></li> <li>• <a href="#">Global Animal Partnership: Step 3</a></li> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Certified Grassfed by A Greener World***</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Steps 4, 5, &amp; 5+</a></li> <li>• <a href="#">Regenerative Organic Certified: Silver &amp; Gold**</a></li> </ul>
<b>EGGS</b>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane - Barn Raised</a></li> <li>• <a href="#">Global Animal Partnership: Step 1 &amp; 2</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane - Free Range, Seasonal Pasture Raised, and Pasture Raised</a></li> <li>• <a href="#">Global Animal Partnership: Step 3, 4, &amp; 5</a></li> <li>• <a href="#">Regenerative Organic Certified**</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Global Animal Partnership Step 5+</a></li> </ul>
<b>POULTRY</b> Chicken, Turkey, and Other Poultry	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Step 2</a></li> <li>• <a href="#">Certified Humane - Barn Raised</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane - Free Range and Pasture Raised</a></li> <li>• <a href="#">Global Animal Partnership: Step 3</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership Steps: 4, 5 &amp; 5+</a></li> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Regenerative Organic Certified<sup>62</sup></a></li> </ul>
<b>BEEF</b> Cattle and Calves	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Steps 1 &amp; 2</a></li> <li>• <a href="#">American Grassfed Association Certified</a></li> <li>• <a href="#">Certified Humane</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">100% Grassfed by Pennsylvania Certified Organic (PCO)*</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Steps 4, 5 &amp; 5+</a></li> <li>• <a href="#">Regenerative Organic Certified**</a></li> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Certified Grassfed by A Greener World***</a></li> </ul>
<b>PORK</b>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane</a></li> <li>• <a href="#">Global Animal Partnership: Steps 1 &amp; 2</a></li> <li>• <a href="#">American Grassfed Association Certified</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Step 3</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Global Animal Partnership: Steps 4, 5 &amp; 5+</a></li> <li>• <a href="#">Regenerative Organic Certified**</a></li> </ul>

## CERTIFICATION LOGOS



<sup>61</sup> 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.

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







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



## 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 processed<sup>63</sup> 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.*

<sup>63</sup> 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

# 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:<sup>64</sup>**

**INCREASE 5% FROM BASELINE YEAR**

**AND**

**Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:<sup>65,66</sup>**

**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:<sup>67</sup>**

**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

<sup>64</sup> See footnote 63.

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

<sup>66</sup> 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).

<sup>67</sup> See footnote 63.

## 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. <sup>68</sup>
<input type="checkbox"/>	2	If meat is offered, reduce purchases of red and processed meat by 5% from the baseline year. <sup>69</sup>
<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. <sup>70</sup>
<input type="checkbox"/>	4	All individually portioned food items contain $\leq 480$ mg sodium per serving; <sup>71</sup> Purchase “low-sodium” ( $\leq 140$ 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. <sup>72</sup>

## HEALTHY FOOD SERVICE ENVIRONMENT

<input type="checkbox"/>	6	Healthy beverages <sup>73</sup> make up the majority <sup>74</sup> 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 <sup>75</sup> 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. <sup>76</sup>
<input type="checkbox"/>	10	Food service patrons and employees have access to healthy meals <sup>77</sup> with adequate time to eat <sup>78</sup> during their shifts or meal time.
<input type="checkbox"/>	11	Higher education and healthcare institutions conduct an annual survey on food insecurity. <sup>79</sup> Aggregate, anonymized results are shared publicly to inform strategies to address food insecurity. <sup>80</sup>

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





## PRIORITY CHECKLIST ITEMS FOR COMMUNITY HEALTH AND NUTRITION GOALS

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

### HEALTHY PROCUREMENT



12

If juice is purchased, all juice purchased is 100% fruit juice<sup>81</sup> 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.



13

If dairy milk is offered, dairy milk purchased is fat-free, low-fat or reduced fat dairy milk<sup>82</sup> with no added sweeteners (including natural and artificial sweeteners).

- Where meals are served (schools, hospital patients, corrections), 100%<sup>83</sup> of dairy milk meets the criteria above.
- Where meals are sold (cafeterias, cafes, vending), at least 75% of dairy milk meets criteria above.

Low fat or nonfat options are available for other dairy products.



14

At least 50% of grain products purchased are whole grain rich.<sup>84</sup>



15

Offer minimally-processed, plant-based alternatives where dairy products are offered (milk and other dairy).<sup>85</sup>



16

Develop and implement a purchasing policy and program to eliminate food additives including artificial coloring and flavoring.<sup>86</sup>

### HEALTHY FOOD PREPARATION



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.

### HEALTHY FOOD SERVICE ENVIRONMENT



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.



19

Adopt one or more product placement strategies such as:

- 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 foods<sup>87</sup> from checkout register areas/point-of-purchase (if applicable).



20

Healthy food and beverage items are priced competitively or even favorably compared with non-health promoting alternatives.

<sup>81</sup> 100% fruit juice diluted with water and no added sweeteners also qualifies.

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

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

<sup>84</sup> See Appendix A: Frequently Asked Questions for the definition of whole grains.

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

<sup>86</sup> See Appendix A: Frequently Asked Questions for more information about food additives.

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





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



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-sized<sup>88</sup> (Level 3) independent<sup>89</sup> 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.<sup>90</sup>

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).<sup>91</sup>

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.

## 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 impacted<sup>92</sup> communities and entrepreneurs.<sup>93</sup>

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.

<sup>92</sup> See footnote 1.

<sup>93</sup> Food or monetary donations for charitable causes do not count.

## 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 underutilized<sup>94</sup> species of seafood.

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

<sup>94</sup> See Appendix A: Frequently Asked Questions for more information about underutilized seafood.

## 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.<sup>95</sup>

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

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.

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

<sup>96</sup> 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.

## 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](#)



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**CENTER**  
FOR  
GOOD FOOD PURCHASING

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

Front cover photo: San Francisco Unified School District

Sample Agreement - Exhibit E  
City-Owned Equipment List  
(Placeholder)

Form Gen. 87 (R. 4/09)

## City of Los Angeles

Orig.. City Attorney m/s 140

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

Department Reporting

Recreation and Parks

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

**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

Sample Agreement - Exhibit G  
New Equipment to be Purchased by Concessionaire  
(Placeholder)



Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_ Date: 08/14/2025

Agreement/Reference: Request for Proposal - Food & Beverage Concessions - Rancho Park Golf Course

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)**

WC Statutory  
EL \$ 1,000,000

☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers  
☐ Jones Act

☒ **General Liability** City of Los Angeles must be named as an additional insured party \$ 1,000,000

☐ Products/Completed Operations ☐ Sexual Misconduct \_\_\_\_\_  
☐ Fire Legal Liability 100,000  
☐ \$2,000,000 aggregate \_\_\_\_\_

☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

☐ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period 12 months after completion of work or date of termination

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

☐ All Risk Coverage ☐ Boiler and Machinery  
☐ Flood \_\_\_\_\_ ☐ Builder's Risk  
☐ Earthquake \_\_\_\_\_ ☐ \_\_\_\_\_

☐ \_\_\_\_\_

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds \_\_\_\_\_

☐ **Crime Insurance** \_\_\_\_\_

**Other:** Provided to: Stanley Woo

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

(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 non-payment 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](http://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.



SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2											
1. NAME OF FACILITY					DATE OF OCCURRENCE		TIME:		A.M.	P.M.	
									<input type="checkbox"/>	<input type="checkbox"/>	
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			
8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380								AMOUNT			
LOCATION											
9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)								TOTAL			
10. WHO DISCOVERED LOSS?			TITLE			DATE		TIME:		A.M.	P.M.
NAME										<input type="checkbox"/>	<input type="checkbox"/>
11. HOW WAS ENTRANCE GAINED?											
12. WHO SECURED BLDG. PRIOR TO OCCURENCE?			TITLE			DATE		TIME:		A.M.	P.M.
NAME										<input type="checkbox"/>	<input type="checkbox"/>
13. WAS POLICE REPORT MADE?			<input type="checkbox"/> YES <input type="checkbox"/> NO		D.R. NUMBER						
14. HAS A WORK ORDER BEEN INITIATED 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:		LICENSE NO.		OWNERS NAME, ADDRESS AND INSURANCE CO.							
YEAR		MAKE									
17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.											
18. REPORT SUBMITTED BY:					NAME			TITLE		DATE	

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title
---------------

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="border-bottom: 1px solid black; margin-bottom: 10px;">Signature of Person Completing this Form</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 40%;">Title</div> <div style="border-bottom: 1px solid black; width: 40%;">Date</div> </div>
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

**MUST BE SUBMITTED WITH PROPOSAL**

**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

<b>Project Title</b>	<b>Contract No.</b>
----------------------	---------------------

<b>Consultant</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE. (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:
	DOLLARS	PERCENT	
TOTAL MBE PARTICIPATION	\$	%	
TOTAL WBE PARTICIPATION	\$	%	
TOTAL SBE PARTICIPATION	\$	%	
TOTAL EBE PARTICIPATION	\$	%	
TOTAL DVBE PARTICIPATION	\$	%	
TOTAL OBE PARTICIPATION	\$	%	
			Printed Name of Person Completing this Form:
			Title: _____ Date: _____

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>	
<b>Company Name</b>		<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>	

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/ SBE/EBE/ DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form

Printed Name

Title

Date

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**



**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.

## **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

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.

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



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.

(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

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.

**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.**

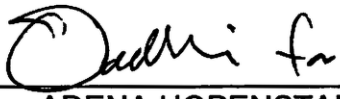
If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any Person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity 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.



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

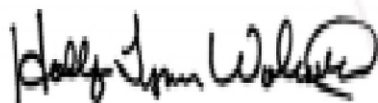
File No. 21-0064

[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



City Ethics Commission  
250 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 120  
(213) 974-1980

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

☐ Original filing    ☐ Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:

Awarding Authority (Department):

Name of Bidder:

Phone:

Address:

Email:

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(f):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(f)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Los Angeles Administrative Code § 10.40.1**

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (i) "Public lease or license".

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.