APPROVED
August 07 2025
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT **NO.** 25-139

DATE: August 07, 2025 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – APPROVAL OF AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE FOOD AND BEVERAGE CONCESSION – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AS WELL AS ARTICLE III, SECTION 1, CLASS 1(1) AND CLASS 1(14) OF CITY CEQA GUIDELINES

for B. Aguirre MV M. Rudnick
B. Jones C. Santo Domingo
B. Jackson N. Williams

General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

1. Approve the proposed Agreement (Agreement) with Diego Garcia, Sole Proprietor (Concessionaire) for the operation and management of the Echo Park Boathouse Café Concession (Concession) for a term of two years with a one-year extension option, in substantially the form attached to this Report as Attachment 1 and subject to approval as to form by the City Attorney;

2. Find as the contract awarding authority, in accordance with Charter Section 371(e)(10) and 372, that the use of competitive bidding or proposals for the services to be provided by Concessionaire are undesirable and impractical as Concessionaire's services are immediately desired on a temporary basis while the Department of Recreation and Parks (RAP) conducts a competitive solicitation process for the Concession;

3. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;

4. Authorize the General Manager or Designee to execute the proposed Agreement substantially in the form attached to this Report (Attachment 1) upon receipt of all necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this Report and proposed Agreement;

5. Determine that the approval of the proposed Agreement and related activities (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines as well as Article III, Section 1, Class 1(1) and Class 1(14) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation; and

6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of $75.00 for the purpose of filing a NOE.

SUMMARY

The Echo Park Boathouse Café Concession (Concession) is situated within the 1,500 square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake).

On October 19, 2016, the Board approved the award of an agreement to MTI Investments Inc. for a term of five years through Board Report No. 16-224 (Attachment 2) that was executed on April 3, 2017. MTI subsequently filed an Articles of Incorporation to continue to operate under a different name, Arete Vintage Reserve (Arete). However, in 2020, the COVID-19 pandemic brought on many challenges for Arete and on October 1, 2020, prior to the expiration of the five-year term of the agreement, Arete informed RAP it was no longer able to sustain operations at the Concession due to financial challenges, and vacated the Concession premises in December 2020.

Due to the vacancy and the immediate need to secure a food and beverage operator at the premises, RAP conducted outreach to local similar businesses interested in operating the Concession on an immediate, short-term basis and requested interested vendors to submit a proposal. Julio C. Douglas, operator of the nearby Street Level Café, was the only person/entity that submitted a proposal and was approved by the Board on December 1, 2022, through Board Report No. 22-315 (Attachment 3), to be issued a two-year contract. However, due to a rodent infestation, Mr. Douglas was shut down by the County Department of Health in October 2023, and was unable to sustain the operation of the concession.

Due to the vacancy and the immediate need to secure a food and beverage operator at the premises, RAP conducted outreach to local similar businesses interested in operating the Concession on an immediate, short-term basis and requested interested vendors to submit a proposal. Don Andes, operator of the nearby Little Joy Cocktails in Echo Park, was the only person/entity that submitted a proposal and was approved by the Board on May 2, 2024, through

Board Report 24-091 (Attachment 4), to be issued a two-year Contract, Agreement No. 4050 (Attachment 5), executed on May 16, 2024 to operate the Concession. However, due to slow sales, Mr. Andes was unable to sustain the operation of the concession and ceased operations on December 8, 2024.

Due to consecutive unsuccessful attempts at operating the café described above, RAP staff has not released an RFP as there is uncertainty on how to address the issues that the former operators identified as creating challenges. Mainly, the presence of unauthorized street vendors which the previous operator claimed as the primary barrier to his success.

However, RAP was approached by two interested parties to operate the vacant Concession. RAP staff was very transparent about the challenges that the previous operators faced. Nevertheless, the parties remained very interested and after vetting both, RAP staff determined that Mr. Diego Garcia is the most qualified candidate. Mr. Garcia has been in the food and beverage industry since 2021 and is successfully operating Pizza Café LA in nearby Silverlake. In 2024 the 52nd District of the California Legislature Assembly bestowed a Certificate of Recognition to Pizza Café LA in recognition of locally owned small businesses. Approval of this interim concession agreement will allow RAP to continue to provide service to the public while an RFP is developed.

PROPOSED AGREEMENT AND CONCESSIONAIRE

The proposed Agreement will have a term of two years with a one-year extension option at the sole discretion of the General Manager. The rental share will be 6% of gross sales.

The food and beverage menu for the new Concession includes options serving pizza, both whole pies and by the slice, chicken wings, salads, desserts, coffee, soda, and mineral water (Attachment 4).

Diego Garcia is a qualified operator who currently operates the successful Pizza Café LA nearby. He is extremely passionate and driven to create the best pizza in the world. He opened in February 2021 and successfully navigated through the challenging times of the Pandemic. He has been looking to expand and is excited about the opportunity that the Echo Park Café presents.

Therefore, RAP staff recommends that a two-year agreement, with a one-year option, with the Concessionaire be approved in the form attached as Attachment 1 to this Report.

ENVIRONMENTAL IMPACT

The proposed Project consists of operation, repair, maintenance, leasing, and minor alteration of existing public structures involving negligible or no expansion of existing or former use.

According to the parcel profile report retrieved on June 26, 2025, this site is not within a coastal, zone. It is located in a liquefaction, and in a methane buffer zone, on the boundary of the Angelino Height Historic Preservation Overlay Zone. The site has been historically a café' and none of these conditions will affect it patrons. Therefore, there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or

have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of June 26, 2025, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWRCB) (Geotracker at https://geotracker.waterboards.ca.gov/) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map, there is no scenic highway located within – or adjacent to – the Project site. The proposed Project is within Echo Park, an historic cultural monument of the City of Los Angeles (HCM#836). The Café was originally built in 1932 and is one of the contributing elements to the historic determination. The limited maintenance allowed by the proposed Agreement will not affect the historic nature of the site.

Based on this information, staff recommends that the Board determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines and Article III Section 1, Class 1(1) and 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT STATEMENT

The estimated revenue to RAP over the two-year period is $37,440.00.

LIST OF ATTACHMENTS

1) Proposed Agreement for the Operation and Management of the Echo Park Boathouse Café
2) Board Report No. 16-224
3) Board Report No. 22-315
4) Board Report No. 24-091
5) Agreement No. 4050
6) Diego Garcia Cafe Menu and Price List

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

ATTACHMENT 1

CONCESSION AGREEMENT
FOR THE
OPERATION AND MANAGEMENT OF
ECHO PARK BOATHOUSE CAFÉ

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

DIEGO GARCIA, A SOLE PROPRIETOR

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CONCESSION AGREEMENT FOR
OPERATION AND MANAGEMENT OF ECHO PARK BOATHOUSE CAFÉ

THIS Agreement (hereinafter "AGREEMENT" or "CONTRACT") is made and entered into this _____ day of _____, 2024, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY") acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), and Diego Garcia, A Sole Proprietor (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, RAP seeks to serve the public by providing food and beverage services at the Echo Park Lake Boathouse Café (hereinafter "CONCESSION"); and

WHEREAS, RAP 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, RAP 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 was contacted by two interested parties to operate the Echo Park Lake Boathouse Café due the CONCESSION being suddenly vacated by the previous operator; and

WHEREAS, CONCESSIONAIRE was identified as the most qualified; and

WHEREAS, RAP has reviewed CONCESSIONAIRE's ability to operate the CONCESSION, and determined that the CONCESSIONAIRE has the necessary experience and qualifications to operate the CONCESSION; and

WHEREAS, RAP AND CONCESSIONAIRE desire to enter into this AGREEMENT for the operation and management of the CONCESSION, to provide food, beverage and related services to the public.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of twenty-eight (28) pages and nine (9) exhibits (A-I) attached hereto
BOARD:	Board of Recreation and Park Commissioners

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CITY:	City of Los Angeles, acting by and through its Department of Recreation and Parks.
CONCESSION:	Echo Park Boathouse Café Food and Beverage Concession
CONCESSIONAIRE:	Diego Garcia, A Sole Proprietor
FACILITY:	Echo Park Lake Boathouse Café located at 751 N. Echo Park Ave., Los Angeles, CA 90026
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY.
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
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, including beer and wine, and offer related services as approved by the GENERAL MANAGER. 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 PREMISES, this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks to the area, nor does it prohibit RAP from hiring outside caterers for RAP-hosted events.

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

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

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: 751 N. Echo Park Ave., Los Angeles, CA 90026. The PREMISES shall include the FACILITY and all, if any, portions of the CONCESSION that the GENERAL MANAGER, by express written consent, approves for offering food and beverage services. Location of PREMISES is outlined 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 PREMISES to CONCESSIONAIRE 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 two (2) years, commencing on XXXXXXX XX, 2025 ("Commencement Date") with a one-year renewal option at the sole discretion of the GENERAL MANAGER. This AGREEMENT may be terminated at any time by CONCESSIONAIRE or the GENERAL MANAGER, by giving at least thirty (30) days written notice to the other party stating the date upon which this AGREEMENT shall terminate.

RAP may terminate this AGREEMENT upon execution of a new Concession Agreement for the PREMISES, including execution of a contract resulting from a Request for Proposal. Upon receipt of a written notice of termination, CONCESSIONAIRE agrees to discontinue occupancy and/or any activity being performed on or within the PREMISES. The right of the GENERAL MANAGER to terminate this AGREEMENT is and shall remain unconditional. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT.

RAP shall have the right to reenter the PREMISES on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise, and may permit any other person, firm or corporation to enter upon the PREMISES and use the same.

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SECTION 5. OPERATING RESPONSIBILITIES

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

A. **Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. 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 main dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti at 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 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 operations at the PREMISES, 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 of any of the above

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nondiscrimination covenants, with proper notification as per Section PSC-9 of the STANDARD PROVISIONS, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said PREMISES 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 RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

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

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

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

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the CONCESSION. During the days and hours established for the operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

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

4. **Approval of Employees, Volunteers and Subcontractors**
RAP shall have the right to approve or disapprove all employees, volunteers, and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. 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.

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 sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

2. All menu items and services, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages.

3. The sale of beer and wine is permitted at the CONCESSION. CONCESSIONAIRE shall post signs prohibiting the sale of alcoholic beverages to minors and shall take all additional necessary action(s) to ensure that beer and wine are not dispensed

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to minors. Sale of alcoholic beverages requires a license from and compliance with the rules and regulations of the Alcoholic Beverage Control Board (ABC).

4. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options of food and beverages. Menus must include vegan protein entrée options for those patrons following a plant-based diet. 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 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 C). All food and beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

7. 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.

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

9. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

G. **Diversion of Business**

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

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H. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

As a courtesy, CITY shall at no cost to CONCESSIONAIRE, provide certain equipment (which shall remain the property of CITY) as specified in the City-Owned Equipment List (Exhibit D). The CITY reserves the right to remove or salvage any and all items of City-Owned Equipment. CITY shall not be responsible for the replacement or repair of said items. No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP.

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 three (3) 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, 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. RAP will be responsible for utility lines and repairs, including telephone; heat exchangers, fans, controls and electric panels; all plumbing and refrigeration, and the exterior of the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

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.

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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, shall restore said PREMISES and improvements thereto to 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. CONCESSIONAIRE shall pay $300.00 a month to RAP for the utility services of water and electricity. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for natural gas, 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.

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

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

M. **Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines,

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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, 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 E) (see Section 20, “NOTICES,” for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

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**

CONCESSIONAIRE must obtain prior approval from RAP for any activities which include amplified sound.

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. CONCESSIONAIRE may also install security personnel at the exterior of the PREMISES if such is deemed necessary by CONCESSIONAIRE for the safety of patrons and staff.

T. **Quiet Enjoyment**

RAP agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms,

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conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

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."

SECTION 6. FACILITY IMPROVEMENTS, STARTUP COSTS AND EQUIPMENT

CONCESSIONAIRE understands that the FACILITY and CONCESSION is taken as is and any startup costs and equipment, with the exception of any existing equipment as specified in the City-Owned Equipment List (Exhibit D), are the sole responsibility of the CONCESSIONAIRE.

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**
   Any structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE, including the plans and specifications therefore, shall be pre-approved by RAP and in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances, 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

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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.

SECTION 7. HOURS / DAYS OF OPERATION, PARKING.

The CONCESSION must be open 12:00 PM to 9:00 PM Sunday through Thursday and 12:00 PM to 10:00 PM on Friday and Saturday, but may close for Thanksgiving day and Christmas day.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER. Additional hours of business shall be at CONCESSIONAIRE'S discretion, keeping in line with the hours of Echo Park. Final determination of hours of operation are at the discretion of the GENERAL MANAGER.

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 including any requests for additional holiday closures.

If RAP provides parking for the CONCESSIONAIRE, the CONCESSIONAIRE agrees that RAP is in no way liable for any theft, or damage of any kind arising therefrom for any reason. There is no guarantee that RAP can accommodate a parking spot for CONCESSIONAIRE, and RAP may terminate a spot at any time if one is given. The parking accommodation will only be Mon-Fri and the CONCESSIONAIRE must arrive after 11:00 AM and remove his vehicle no later than 8:45 PM. No parking is permitted on Saturday or Sunday.

SECTION 8. MONTHLY RENTAL PAYMENT

A. **Revenue Sharing Fees**
As part of the consideration for the granting of the CONCESSION though this AGREEMENT, CONCESSIONAIRE shall pay to RAP a monthly revenue sharing fee of six percent (6%) on all sales of food and non-alcoholic beverages.

B. **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 F) shall be addressed to:

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

C. **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

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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;

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:

1. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE’s employees or agents;

2. 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;

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3. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

D. **Monthly Revenue Reports**
CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit F) for the month for which a payment is submitted.

E. **Late Payment Fee**
Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, 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.

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, 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.

F. **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

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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 G); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit G).

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 CONCESSIO PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, RAP may direct CONCESSIONAIRE to

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perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or RAP property.

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, 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 H) 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.

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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 foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, 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 refurnishing/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:

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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.

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, 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. CONCESSIONAIRE must abide by any Integrated Pest Management (IPM) Guidelines prescribed by, and at the discretion of, the GENERAL MANAGER.

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 fighters 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;

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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 Ten Thousand Dollars ($10,000) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

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Form of Deposit
CONCESSIONAIRE'S Deposit shall be in the following form:

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

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

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

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

SECTION 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 (15th) of April, July, October, January of each calendar year, for the preceding three (3) months.

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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 at least three years thereafter.

A. **Employee Fidelity Bonds**

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

B. **Cash and Record Handling Requirements**

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

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

1. Regular books of accounting such as general ledgers.

2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

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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 able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports if requested.

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 the 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 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

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expressive, message-bearing items.

B. **Conformance with Laws**
CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;

2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;

3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,

4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

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

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

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits.

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E. **Control of PREMISES**

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

F. **First Source Hiring Ordinance**

Unless otherwise exempt 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 AGREEMENT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.

2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:

    a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

    b. Interview qualified individuals referred by EWDD; and;

    c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.

3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal

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remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

G. Zero Waste City Facility and Events on City Property Ordinance

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

SECTION 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 works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 20. NOTICES

A. To RAP:

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

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

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

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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:

Diego Garcia, A sole Proprietor
Attn: Diego Garcia
pizzacafela@gmail.com

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

SECTION 21. 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. Good Food Purchasing Program (Ver 3.0. Rev 08.01.2023)
D. City-Owned Equipment List
E. Form General No. 87 "Non-Employee Accident or Illness Report"
F. Monthly Revenue Report
G. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
H. Special Occurrence and Loss Report
I. Zero Waste City Facility and Events on City Property Ordinance

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 G, (4) Exhibit B, (5) Exhibit C, (6) Exhibit D, (7) Exhibit E, (8) Exhibit F, (9) Exhibit H, (10) Exhibit I.

(*Signature Page to Follow*)

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

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

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

BY: _____ DATE: _____
JIMMY KIM
General Manager

CONCESSIONAIRE

BY: _____ DATE: _____

Title: _____

APPROVED AS TO FORM:
HYDEE F. SOTO, City Attorney

BY: _____ DATE: _____
BRENDAN KEARNS
Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

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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 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 AssignmentOrders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: _____ Date: 08/01/2025

Agreement/Reference: ROE - Operation and Maintenance of Echo Park Lake Cafe Concession

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 500,000

● Broad Form Liquor Liability (if serving alcohol)

✓ **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) — 500,000

● 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: Rahulan Kathir

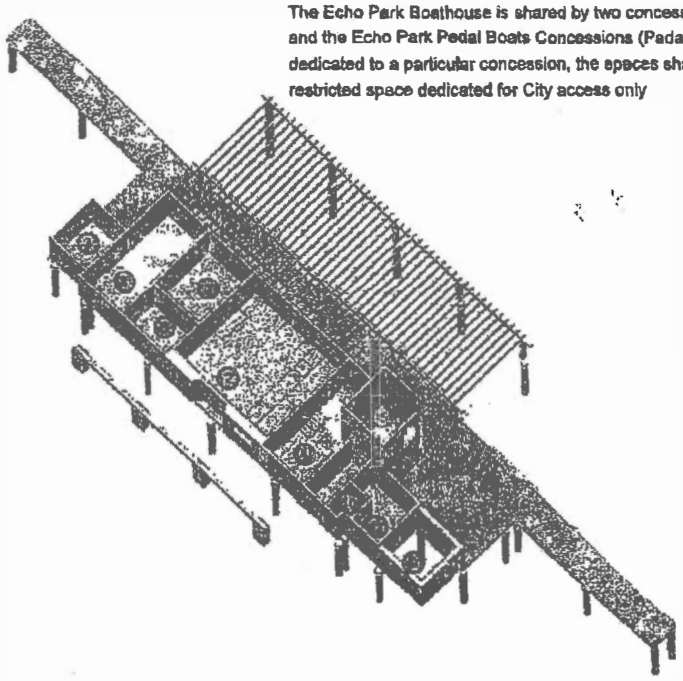
If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm

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.

Exhibit B

Echo Park Boathouse - Echo Park Boathouse Café Concession Premises

The Echo Park Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Pedal Boats Concessions (Pedal Boats). Exhibit A, Page 1 of 2, identifies the spaces dedicated to a particular concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only

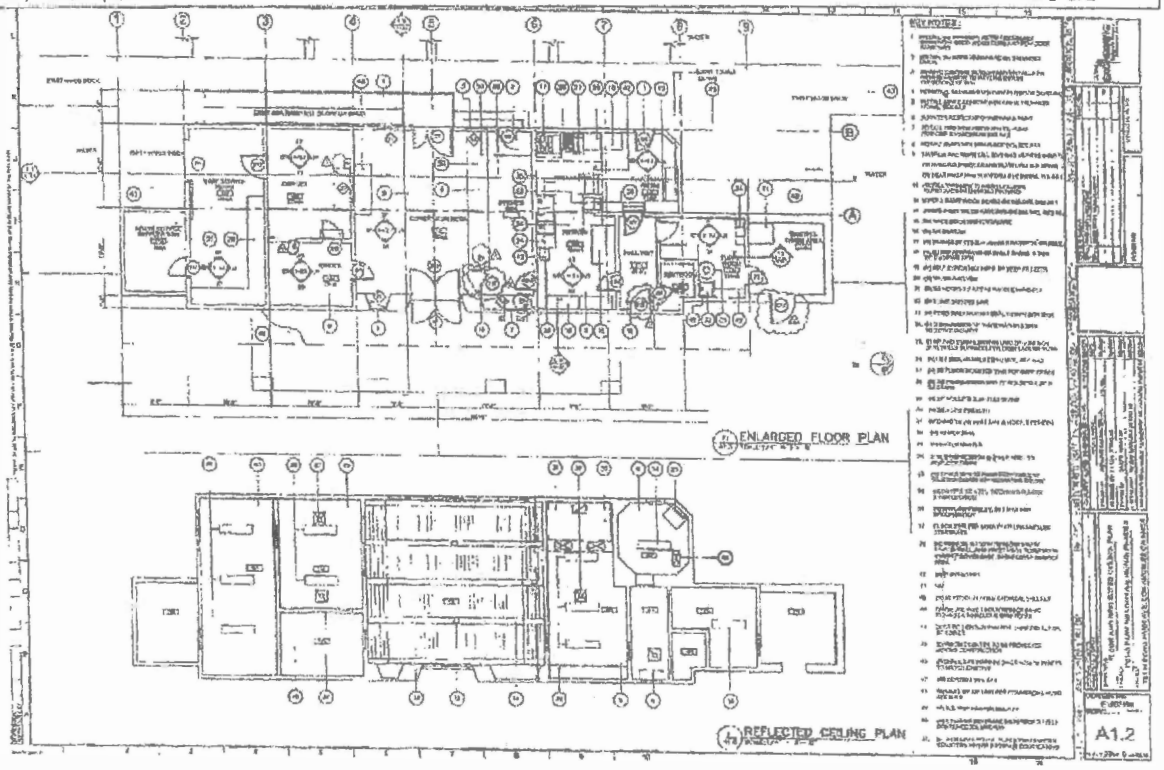


1. BOATHOUSE DOCK (Pedal Boats)
2. CONCESSION ROOM (Shared Space)
3. SUPPLY/ STORAGE ROOM (Pedal Boats)
4. COMMERCIAL KITCHEN (Café)
5. TOWER (Restricted Area - City Access Only)
6. OFFICE (Café)
7. CASHIERS OFFICE (Café)
8. BOAT REPAIR ROOM (Pedal Boats)
9. EXTERIOR STORAGE/ TRASH (Café)
10. RESTROOM (Café)
11. LOCKER/ STORAGE ROOM (Café)

EXHIBIT B

Echo Park Boathouse (Boathouse) Floor Plan and Key Notes

The Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Boathouse Pedal Boats (Pedal Boats). The Bureau of Engineering provided this Boathouse Floor Plan and Key Notes. The Key Notes indicate locations of the renovated features and equipment installed by the City (Page 1 of 2). Page 2 of 2 is a list of the renovated features and equipment installed by the City. Refer to Exhibit A, Premises Map for spaces dedicated to Café operation. Refer to Exhibit B for the City-Owned Equipment.



GOOD FOOD PURCHASING PROGRAM

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."



"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,

CENTER FOR GOOD FOOD PURCHASING

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



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

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

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

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



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ACKNOWLEDGEMENTS

The Good Food Purchasing Standards 3.0 reflect the expertise and wisdom of hundreds of individuals and organizations who have contributed feedback and expertise during this update process and over the course of the last five years. We are grateful for the input, review, and partnership of the following people:

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Agnes (Wai Ling) Mak, NYC Department for the Aging
Alejandra Marquez, University of Texas, Austin
Alexandra (Alex) Emmott, San Francisco Unified School District
Aliza Wasserman, City of Boston Office of Food Justice
Allison Cairns, Oxnard School District
Allison England, Oceanview School District
Amanda Harvey, Fresno Unified School District
Amanda Rohlich, City of Austin, Office of Sustainability
Amber Hansen, Health Care Without Harm
Amy O'Rourke, Cook County Department of Public Health
Amy Thompson, Boulder Valley School District
Ana-Alicia Carr, American Heart Association
Andrew deCoriolis, Farm Forward
Angela Vasquez, St. Louise Regional Hospital
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Ben Goldsmith, Farm Forward
Bertrand Weber, Minneapolis Public Schools
Bob Martin, Johns Hopkins Center for a Livable Future
Bonnie Christensen, Berkeley Public Schools
Brennan Grayson, Cincinnati Interfaith Worker Center
Brett Tolley, North American Marine Alliance
Brian Arp, Denver Red Rocks Amphitheater
Brian Ford, Alameda County Probation
Brian Krol, San Francisco Sherriff's Office
Bridget O'Brien Wood, Buffalo Public Schools
Brittney Stretsbery, District of Columbia Public Schools
Camala Jones, Austin Convention Center
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Elliott Smith, Kitchen Sync Strategies
Elly Brown, San Diego Food System Alliance
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Tad Bowman, Denver Red Rocks Amphitheater
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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.

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GOOD FOOD PURCHASING PROGRAM RATINGS



GOOD FOOD LEADER: BRONZE

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

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



GOOD FOOD LEADER: SILVER

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



GOOD FOOD LEADER: GOLD

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

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VALUE CATEGORY SUMMARY CHECKLIST

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

GOOD FOOD LEADER: GOLD CHECKLIST

OVERARCHING REQUIREMENTS

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

EQUITY, ACCOUNTABILITY, AND TRANSPARENCY REQUIREMENTS

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

LOCAL AND COMMUNITY- BASED ECONOMIES REQUIREMENTS

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

ENVIRONMENTAL SUSTAINABILITY REQUIREMENTS

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

VALUED WORKFORCE REQUIREMENTS

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

ANIMAL WELFARE REQUIREMENTS

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

COMMUNITY HEALTH & NUTRITION REQUIREMENTS

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

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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[1]) women, veterans, persons with disabilities, and especially people of color, across all supply chains and to the greatest extent possible. Model strategies for addressing critical barriers include:
    - Adopting a supplier/vendor diversification policy with annual purchasing targets.
    - Supporting cost-sharing for approved value category programs, labels, and third-party certification and the administrative infrastructure to maintain them.
    - Helping businesses defray the cost of infrastructure needed to sell to institutions.
    - Allowing suppliers to bid on partial contracts.
    - Circulating solicitation opportunities publicly, hosting pre-bid meetings, and allowing for maximum response time.
    - Providing administrative support (i.e. filling out delivery and financial paperwork, providing easy-to-use record keeping platforms, printing, etc).
    - Developing payment timelines in coordination with small and mid-sized suppliers that meet their needs, set into policy, and follow through on payment deadlines.
    - Creating feedback loops between procurement staff and current or aspiring institutional suppliers owned and operated by people of color. Feedback loops should facilitate offering and receiving feedback on solicitations and procedures to inform continuous process improvement.

- Develop and implement comprehensive institutional policy(ies) that reflect community needs and values and prioritize transparency, racial equity, local economies, environmental sustainability, valued workforce, animal welfare, and community health and nutrition within their operations and food procurement. Ensure these institutional policies are embedded in agreements for contracted food services and that mechanisms are developed to ensure compliance and accountability through reporting and active contract management.[2]

- Report annually on progress toward additional fundamental strategies.

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

2 See Appendix C for Good Food Purchasing Policy Template.

LOCAL AND COMMUNITY-BASED ECONOMIES

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



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.[3]	**15%** of local qualifying food comes from suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to) people who are (or have been) impacted by poverty and food insecurity, women, veterans, persons with disabilities, or People of Color.[7]
	5% of local qualifying food comes from suppliers who identify as People of Color.[4,5,6]	**10%** of local qualifying food comes from suppliers who identify as People of Color.[8,9,10]

3 See footnote 1.
4 If an institution is operating in a state with People of Color (POC) farmers accounting for less than 5% of all farms (national average, 2017 USDA census) the institution may request an alternative purchasing threshold commensurate with the state's percentage of POC farms, as documented in the most recent USDA census (or alternative publicly available dataset).
5 5% sourced from people of color may be part of the 10% target above.
6 Per input received via the Anchors in Action project, the Standards use "People of Color" when referring to all groups of racially subjugated people. When lifting up certain populations for a specific purpose the Center will refer to these populations as specifically as possible (e.g., Black, Somali, Indigenous, Latinx, Mexican, Asian, Hmong, Pacific Islanders, etc.).
7 See footnote 1.
8 See footnote 4.
9 See footnote 5.
10 See footnote 6.

QUALIFYING CRITERIA FOR LOCAL AND COMMUNITY-BASED ECONOMIES SOURCES[11]

LEVEL 1[12]	LEVEL 2	LEVEL 3
SCALE (revenue):	**SCALE** (revenue):	**SCALE** (revenue):
• **Produce:** Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture[13]) >$5 million	• **Produce:** Large scale operations ($1 million-$5 million)	• **Produce:** Medium scale operations <$1 million
• **Other:**[14] Very large-scale operations >$50 million[15]	• **Other:**[16] Large-scale operations ($20 million-$50 million)	• **Other**[17]**:** Medium scale operations <$20 million

AND

OWNERSHIP:

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

AND

LOCATION[18]**:**

Production location is within 250 miles (or 500 miles[19] for meat, poultry, and seafood)



11 Supplier qualities (such as ownership demographics or structure) and product attributes that cannot be verified via certification, business registration, or public claims may also be verified through an approved Locally-Led Verification program proposal for qualifying suppliers. For more information on Locally-Led Verification, See Appendix G: Locally-Led Supplier Verification Pilot Program Guidance

12 Aggregated products (like dairy and produce) that 1) are purchased from an aggregator that qualifies for location and ownership criteria; and 2) are majority (75%+) supplied by suppliers (of any scale) that also qualify for location and ownership criteria, will qualify.

13 United States Department of Agriculture (January 2015).

14 Multi-ingredient products with ingredients that can be verified as majority local (50%+) will qualify. Credit will be weighted as follows:
- 100% credit if source farm qualifies
- 66% credit if processor/shipper, but NOT source farm, qualifies

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

16 See footnote 13.

17 See footnote 13.

18 Institutions may submit an alternative geographic radius if they: meet ownership structure requirements; provide a justification that production capacity within 250 miles (500 miles for meat, poultry, and seafood) is insufficient to meet program goals; leverage an existing standard definition; and secure written approval from key stakeholders (diverse community coalition, student/patient council, or other existing stakeholder body).

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

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 DCO2

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[20] 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 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		**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[21] purchased to reduce carbon[22, 23] and water footprint[24,25, 26] per meal served[27] by at least 5% from baseline year;[28] **AND** Perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in the waste stream and implement at least two source reduction approaches[29] that maximize food waste reduction and environmental benefits.[30]		**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

20 100% of seafood purchased should not be listed as 'Avoid' within 3 years of the baseline.
21 Animal product refers to any products derived from an animal, including meat, poultry, eggs, and dairy.
22 Carbon refers to "carbon equivalent" and includes GHG (carbon, methane, nitrous oxide) emissions to air.
23 For the purposes of calculating carbon and water footprints, the baseline year is considered to be the first year that complete weight data is received.
24 Refer to Table A for carbon and water footprint conversion factors and food types measured.
25 See footnote 23.
26 Special calculations of water/carbon for "better meat" will be considered in cases where a credible analysis has been conducted to evaluate the carbon emissions associated with the production of that particular meat source.
27 "Per meal served" is included in this measure to serve as a denominator to control for any increases or decreases in the number of eaters at an institution. For institutions that are not able to provide a total number of meals, an alternative metric may be used including, but not limited to, the number of people served at an institution.
28 Reduction is measured by pounds (lbs) of animal product purchased per meal served (using carbon and water conversion factors in Table A to determine carbon and water footprint).
29 See Appendix I: Food Waste Audit and Source Reduction Strategy Guidance for more guidance.
30 Complete baseline waste audit at applicable sites within the first year and align with EPA/USDA goal of 50% reduction from the baseline by 2030.

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[31] so that no "Avoid" seafood is purchased by Year 3.

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[32] that maximize food waste reduction and environmental benefits.[33]

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: 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[34] that maximize food waste reduction and environmental benefits.[35]

TABLE A: Conversion Factors for Carbon and Water Footprint[36,37]

Food Type	lb CO2 equivalent/lb edible	Blue + Green gallons H20/lb edible
Beef	41.35	2,263
Cheese	8.91	5,605*
Pork	9.83	1,796*
Turkey, Other Poultry	4.40	660*
Chicken	4.40	660*
Fish (farmed)	4.98	3,691*
Milk	2.23	628*
Butter	11.43	628*
Yogurt	2.98	628*
Eggs	3.66	585

31 See footnote 20.
32 See footnote 28.
33 See footnote 29.
34 See footnote 28.
35 See footnote 29.
36 Poore and Nemecek (2018).
37 See Appendix A: Frequently Asked Questions for more information about carbon and water footprints, conversion factors, and methodology.

QUALIFYING CRITERIA FOR ENVIRONMENTAL SUSTAINABILITY SOURCES
CERTIFICATIONS AND SUPPLIER/PRODUCT ATTRIBUTES[38]

LEVEL 1	LEVEL 2	LEVEL 3
• American Grassfed • Animal Welfare Approved by A Greener World • Aquaculture Stewardship Council (accepted for farmed kelp/ seaweed only) • Bee Better • Best Aquaculture Practices (accepted for farmed mollusks only) • Certified Grassfed by A Greener World • Equitable Food Initiative • Global G.A.P. - GGN label (accepted for farmed mollusks and kelp/seaweed) • Marine Stewardship Council • Responsible Fisheries Management Certified Sustainable	• Land to Market Verified • Food Alliance • Linking Environment and Farming • Rainforest Alliance • Salmon Safe	• Agriculture Justice Project* • Bird Friendly* • Certified Naturally Grown* • Demeter Certified Biodynamic • Grasslands Alliance • Real Organic Project* • Regenerative Organic* • Sustainably Grown Certified • USDA Organic • USDA Transitional Organic *

CERTIFICATION LOGOS

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

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



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	• Equitable Food Initiative • Fair Trade International[39]	• Food Justice Certified by the Agricultural Justice Project • Fair Food Program • Milk With Dignity	• Union Contract[40] • Worker-owned co-op
PROCESSING, MANUFACTURING, AND DISTRIBUTION			• Union Contract[41] • Worker-owned co-op
CERTIFICATION LOGOS			

39 Coffee, sugar, and cocoa only.
40 e.g. Familias Unidas por la Justicia, FLOC, International Brotherhood of Teamsters, United Farm Workers, United Food and Commercial Workers, Service Employees International Union, UNITE HERE.
41 See footnote 40.

***IN ORDER TO QUALIFY:

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

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

This is evidenced by:

1. **In all solicitations and contracts following a baseline assessment, vendors agree to comply with and ensure companies in their supply chains comply with international and domestic labor laws** (including state and local) in countries where they produce goods and services.

2. **All solicitations and contracts following a baseline assessment include a policy or protocol for sanctions when a vendor and/or its supplier is out of compliance with international and/or domestic labor laws.** This includes the institution's right to refuse a bid or contract and/or terminate a contract based on a violation of the contractual agreement.[43]

3. **To facilitate monitoring and enforcement, the institution will:**

    a. Provide annual reporting in an online, publicly accessible location of current food contracts and suppliers, purchasing records, assessments or audits, and vendor and/or supplier labor violations known to the institution.
    b. Administer sanctions[44] 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[45];
    b. using slave or forced labor, including prison labor;
    c. using child labor;
    d. maintaining a pattern of serious, willful, repeated, and/or pervasive health and safety and/or wage and hour and/or other applicable local, state, or federal law violations; or
    e. retaliating against any whistleblowers, including workers, who report on worker rights and/or labor law violations;

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

42 For the purposes of food procurement standards, prison labor is considered to be forced labor. Food produced using the labor of incarcerated people in institutional supply chains shall not qualify for credit. In the case that the Good Food Purchasing Program is being used as a tool for harm reduction in a carceral facility (e.g. improving food quality, palatability, and choice), separate consideration may be made for food produced, prepared, and/or served on site.
43 See Appendix J: Labor Law Compliance Contracts and Enforcement for more guidance.
44 See Appendix J: Labor Law Compliance Contracts and Enforcement for examples of potential sanctions.
45 Workers' right to organize and bargain collectively is protected by the National Labor Relations Act. Employer interference with this right is considered an Unfair Labor Practice.
46 This may be enforceable at the program level regardless of the presence of a contractual agreement between the vendor and the institution.

Animal welfare encompasses all aspects of animals' wellbeing and high animal welfare 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.[47]

OPTION 1: Purchase High Animal Welfare Products[48]
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[49] **to Reduce Number of Animal Lives Per Meal Served**[50]

REDUCE **15%** FROM BASELINE YEAR

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

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

REDUCE **35%** FROM BASELINE YEAR

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

Continued on pg. 33

47 Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.
48 High animal welfare products may include poultry, beef, pork, eggs, and dairy.
49 Animal products include beef, pork, seafood (excluding seaweed and kelp) and freshwater animals, poultry, eggs, and dairy.
50 See Appendix A: Frequently Asked Questions for more information about animal product reduction measurements and methodology.
51 Weight is measured in lbs.
52 Weight of animal products sourced should stay the same or decrease across all individual animal product types.
53 See footnote 51.
54 See footnote 52.

SOURCING TARGETS, CONTINUED

INITIAL >> YEAR 5

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

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

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

3% AT LEVEL 3 *OR*

5% AT LEVEL 2 *OR*

8% AT LEVEL 1

AND

REDUCE **10%** FROM BASELINE YEAR

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

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

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

5% AT LEVEL 3 *OR*

10% AT LEVEL 2 *OR*

15% AT LEVEL 1

AND

REDUCE **22%** FROM BASELINE YEAR

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

TABLE B: Conversion Factors for Animal Lives per Pound Consumed

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

55 Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.
56 See footnote 51.
57 See footnote 52.
58 See footnote 51.
59 See footnote 52.
60 Numbers include both direct animal lives and indirect animal lives per pound consumed. Indirect animal lives accounts for any animal lives that went into feed and lives lost during the production process.

QUALIFYING CRITERIA FOR HIGH ANIMAL WELFARE SOURCES[61]

	LEVEL 1	LEVEL 2	LEVEL 3
DAIRY Milk, Yogurt, Cheese, etc	• Certified Humane • Global Animal Partnership: Step 2 • Regenerative Organic Certified: Bronze*	• 100% Grassfed by Pennsylvania Certified Organic (PCO) • American Grassfed Association Certified • Global Animal Partnership: Step 3 • Animal Welfare Approved by A Greener World • Certified Grassfed by A Greener World***	• Global Animal Partnership: Steps 4, 5, & 5+ • Regenerative Organic Certified: Silver & Gold**
EGGS	• Certified Humane - Barn Raised • Global Animal Partnership: Step 1 & 2	• Certified Humane - Free Range, Seasonal Pasture Raised, and Pasture Raised • Global Animal Partnership: Step 3, 4, & 5 • Regenerative Organic Certified**	• Animal Welfare Approved by A Greener World • Global Animal Partnership Step 5+
POULTRY Chicken, Turkey, and Other Poultry	• Global Animal Partnership: Step 2 • Certified Humane - Barn Raised	• Certified Humane - Free Range and Pasture Raised • Global Animal Partnership: Step 3	• Global Animal Partnership Steps: 4, 5 & 5+ • Animal Welfare Approved by A Greener World • Regenerative Organic Certified [62]
BEEF Cattle and Calves	• Global Animal Partnership: Steps 1 & 2 • American Grassfed Association Certified • Certified Humane	• 100% Grassfed by Pennsylvania Certified Organic (PCO)*	• Global Animal Partnership: Steps 4, 5 & 5+ • Regenerative Organic Certified** • Animal Welfare Approved by A Greener World • Certified Grassfed by A Greener World***
PORK	• Certified Humane • Global Animal Partnership: Steps 1 & 2 • American Grassfed Association Certified	• Global Animal Partnership: Step 3	• Animal Welfare Approved by A Greener World • Global Animal Partnership: Steps 4, 5 & 5+ • Regenerative Organic Certified**
CERTIFICATION LOGOS			

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

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



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[63] foods, including vegetables, fruit, and whole grains; and serving plant-forward foods, which honor communities' food traditions and protect against food-related chronic disease.

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

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



Photo: Learning in the community garden with DC Greens

COMMUNITY HEALTH & NUTRITION

PURCHASING STRATEGIES

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

SOURCING TARGETS

INITIAL	>>	YEAR 5
Increase the amount of whole or minimally processed foods purchased:[64] INCREASE 5% FROM BASELINE YEAR AND **Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:** [65,66] 40% OF CHICKEN PRODUCTS 15% OF ALL OTHER ANIMAL PRODUCTS AND **Earn 51% of Nutrition Checklist points** See checklist on pgs 39-40		**Increase the amount of whole or minimally processed foods purchased:**[67] INCREASE 25% FROM BASELINE YEAR AND **Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:** 75% OF CHICKEN PRODUCTS 30% OF ALL OTHER ANIMAL PRODUCTS AND **Earn 80% of Nutrition Checklist points** See checklist on pgs 39-40

64 See footnote 63.
65 See Appendix A: Frequently Asked Questions for more information about the placement of this target in Community Health & Nutrition.
66 See Appendix A: Frequently Asked Questions for the definition of routine antibiotic usage. The Center for Good Food Purchasing may consider approval of additional narrowly defined, non-customary uses of certifications or programs upon request from community organizations (e.g. coalitions or food policy councils).
67 See footnote 63.

+2 HIGH PRIORITY CHECKLIST ITEMS FOR COMMUNITY HEALTH AND NUTRITION GOALS

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

HEALTHY PROCUREMENT		
☐	**1**	Develop and implement a nutritional policy that covers all prepared and packaged foods using the Federal Food Service Guidelines or a higher standard.[68]
☐	**2**	If meat is offered, reduce purchases of red and processed meat by 5% from the baseline year.[69]
☐	**3**	Vegetables account for at least 15% of purchases by weight. Fruits, vegetables, whole grains, legumes, nuts, and seeds account for at least 50% of total food purchases by weight.[70]
☐	**4**	All individually portioned food items contain ≤ 480 mg sodium per serving;[71] Purchase "low-sodium" (≤ 140 mg sodium per serving) whenever possible; or commit to implementing a sodium reduction plan for food and beverage purchases.
☐	**5**	Added sugars (including natural and artificial sweeteners) in individually portioned food items should be no more than 10% of Daily Value per serving (or 5g per serving); or commit to implementing an added sugar reduction plan for food and beverage purchases.[72]
HEALTHY FOOD SERVICE ENVIRONMENT		
☐	**6**	Healthy beverages[73] make up the majority[74] of beverage options offered. If healthy beverages account for at least 50% of beverage options offered, one point will be earned.
☐	**7**	Offer free drinking water at all meals and throughout building(s), including water fountains and refillable water bottle stations.
☐	**8**	Offer whole or minimally-processed plant-based[75] main dishes at each meal service. For institutions offering only one meal option during a meal service, provide a nutritious plant-based main dish to anyone who requests it.
HEALTH EQUITY		
☐	**9**	Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color, with the goal of increasing food security for these communities.[76]
☐	**10**	Food service patrons and employees have access to healthy meals[77] with adequate time to eat[78] during their shifts or meal time.
☐	**11**	Higher education and healthcare institutions conduct an annual survey on food insecurity.[79] Aggregate, anonymized results are shared publicly to inform strategies to address food insecurity.[80]

68 Food Service Guidelines for Federal Facilities, pages 13–14.
69 See Appendix K: Strategies and Resources for Plant-Based Menuing for examples.
70 Identified products can be fresh, frozen, canned, or dried without added sugars or high sodium content.
71 With the exception of the following foods:
- Sodium Standards for Purchased Food
- Canned and frozen seafood: ≤ 290 mg sodium per serving.
- Canned and frozen poultry: ≤ 290 mg sodium per serving.
- Sliced sandwich bread: ≤ 180 mg sodium per serving.
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas): ≤ 290 mg sodium per serving.
- Cereal: ≤ 215 mg sodium per serving.
- Canned or frozen vegetables: ≤ 290 mg sodium per serving.
- *Recommend* "reduced" sodium (per FDA definition) sauce and other condiments.
- *Recommend* purchasing cheese: ≤ 215 mg sodium per serving.

72 Institution will receive full credit for meeting the targets; institution will receive partial credit if an added sweetener reduction plan is in place.
73 To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. See Appendix A: Frequently Asked Questions for more information about the definition of a healthy beverage.
74 100% for most institutions; 75% for higher education, corrections, and healthcare.
75 See Appendix A: Frequently Asked Questions for the definition of plant-based foods.
76 See Appendix L: Implementation Guidance for Community Health and Nutrition for examples of qualifying initiatives.
77 For free or for purchase.
78 Adequate time to eat must be 20 minutes of seated time or longer.
79 For higher education, the survey includes the campus community, including students, staff, and faculty. For healthcare, the survey includes staff and patients.
80 See footnote 76.

+1		**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[81] with no added sweeteners and vegetable juice is low sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <10 ounces for adults and children aged 7-18, and <4 ounces for children aged 1-6.
☐	**13**	If dairy milk is offered, dairy milk purchased is fat-free, low-fat or reduced fat dairy milk[82] with no added sweeteners (including natural and artificial sweeteners). • Where meals are served (schools, hospital patients, corrections), 100%[83] of dairy milk meets the criteria above. • Where meals are sold (cafeterias, cafes, vending), at least 75% of dairy milk meets criteria above. Low fat or nonfat options are available for other dairy products.
☐	**14**	At least 50% of grain products purchased are whole grain rich.[84]
☐	**15**	Offer minimally-processed, plant-based alternatives where dairy products are offered (milk and other dairy).[85]
☐	**16**	Develop and implement a purchasing policy and program to eliminate food additives including artificial coloring and flavoring.[86]
		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[87] 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.

81 100% fruit juice diluted with water and no added sweeteners also qualifies.
82 See Appendix A: Frequently Asked Questions for more about the types of dairy included.
83 Exceptions can be made for patient meals in hospital settings if approved by a healthcare provider.
84 See Appendix A: Frequently Asked Questions for the definition of whole grains.
85 See Appendix A: Frequently Asked Questions for more information about plant-based milk alternatives.
86 See Appendix A: Frequently Asked Questions for more information about food additives.
87 See Appendix M: Levels of Processing Definitions for the definition of ultra-processed food.



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[88] (Level 3) independent[89] family farms and ranches.

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

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

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

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

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

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

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

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

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

Continued on pg. 45

88 Sizes refer to definitions provided in the Local and Community-Based Economies value category.
89 See Appendix A: Frequently Asked Questions for the definition of independent family farm.
90 See Appendix A: Frequently Asked Questions for the definition of community-based fisheries. Verified purchases from community-based fisheries qualify for credit in this strategy, but not toward local purchasing thresholds.
91 Qualifying certifications: Small Producers Symbol, Fair for Life, Fairtrade International (coffee, sugar, and cocoa only), membership in Fair Trade Federation or World Fair Trade Organization, and coffee imported through Cooperative Coffees. Verified purchases from certified fair suppliers qualify for credit in this strategy but not toward local purchasing thresholds.

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[92] communities and entrepreneurs.[93]

Examples of qualifying initiatives include:

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

92 See footnote 1.
93 Food or monetary donations for charitable causes do not count.

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[94] species of seafood.

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

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

VALUED WORKFORCE STRATEGIES

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

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

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

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

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

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

ANIMAL WELFARE STRATEGIES

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

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

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

COMMUNITY HEALTH AND NUTRITION STRATEGIES

Make nutritional information and ingredient lists for each item available.

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

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

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

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

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

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

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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GOOD FOOD PURCHASING PROGRAM

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

EXHIBIT D

Echo Park Boathouse Cafe - City-owned Equipment As of 1/13/2024

1. HVAC Air conditioner and platform
2. Heat pump and platform
3. Vent Fan (roof)
4. Air unit for commercial hood
5. Commercial hood (Captive Aire)
6. Food prep table with self-contained refrigerator
7. Wall shelves, SS, 2 long & 2 short over 3-compartment sink; 1 over food prep sink
8. 3 compartment ware washing sink with drain boards
9. Hand washing sink
10. Food preparation sink with floor sink below
11. Air curtain
12. Water Heater
13. Mop Sink, SS
14. 2-tier lockers, quantity 3
15. Wall Shelves, Qty 2, SS in water heater room
16. Mop Hangers
17. Freezer, SS, 2 door upright, (True)

EXHIBIT F

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

REMITTANCE ADVICE FORM
ECHO PARK BOAT HOUSE CAFÉ

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

CONCESSIONAIRE SHALL PAY EACH MONTH

GROSS RECEIPTS PERCENTAGE	GROSS SALES	- SALES TAX	= NET SALES	x PERCENTAGE	
FOOD & BEVERAGES	$ -	$ -	$ -	4%	$ -
			$ -		$ -
TOTAL:					$ -
					$ -

ADDITIONAL FEES

UTILITIES:	Utility services of Water, Electricity, and Natural Gas under the terms of the one-year Revocable Right of Entry Permit.	$ 300.00
LATE RENT FEE: $150	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at $1.48 per $1,000 or fraction thereof of charges paid to RAP.	$ -
ADDITIONAL FEES SUBTOTAL:		$ -

ADJUSTMENTS*: Explain: _____

_____ $ -

_____

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

TOTAL AMOUNT PAID TO RAP: $ -

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

Signature: _____ Date: _____

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: _____ Date: 08/01/2025

Agreement/Reference: ROE - Operation and Maintenance of Echo Park Lake Cafe Concession

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 _____

● Broad Form Liquor Liability (if serving alcohol)

✔ **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: Rahulan Kathir

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.

COPY 1- Dept. Area Office or Division Head
COPY 2-Risk Management m/s 625-24

City of Los Angeles
Dept. of Recreation and Parks

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

EXHIBIT H

SEE INSTRUCTIONS ON PAGE 2

1. NAME OF FACILITY	DATE OF OCCURRENCE	TIME:	A.M.	P.M.
	08/01/2025		☐	☐

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? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

11. HOW WAS ENTRANCE GAINED?

12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

13. WAS POLICE REPORT MADE? ☐ YES ☐ NO D.R. NUMBER

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? ☐ YES ☐ NO WORK ORDER

15. PERSONS INVOLVED: ☐ WITNESS ☐ VICTIM ☐ SUSPECT

NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S

16. IF VEHICLE INVOLVED: YEAR MAKE	LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.

17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.

18. REPORT SUBMITTED BY: NAME	TITLE	DATE

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

ATTACHMENT 2

APPROVED
10-19-2016
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT NO. 16-224

DATE: October 19, 2016 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – AWARD OF CONTRACT TO MTI INVESTMENTS, INC. (CON-F16-002); EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) (ISSUANCE OF LICENSE TO USE AN EXISTING STRUCTURE)

A.P. Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Award the Echo Park Boathouse Café Concession to MTI Investments, Inc. (MTI), for a term of five years with one five-year renewal option exercisable at the General Manager's sole discretion;

2. Approve a proposed Agreement between the City of Los Angeles and MTI for the operation and maintenance of the Echo Park Boathouse Café Concession (Agreement), subject to the approval of the Mayor, the City Council, and the City Attorney as to form;

3. Direct the Board Secretary to transmit the Agreement to the Mayor per Executive Directive No. 3, and, to the City Attorney for approval as to form;

4. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;

5. Find, 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 operation and maintenance of the Echo Park Boathouse Café Concession;

6. Authorize the General Manager or Designee to execute the proposed Agreement and to make any necessary technical changes consistent with the Board's intent in approving the proposed Agreement; and,

7. Find that the proposed Project is categorically exempt from the California Environmental Quality ACT (CEQA), and direct RAP staff to file a Notice of Exemption.

SUMMARY

The Echo Park Boathouse Café Concession (Concession) is situated within the 1,500 square foot Echo Park Boathouse (Boathouse), located in the Echo Park community at 751 N. Echo Park Avenue, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake).

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent effort to improve the infrastructure was completed in 2007. Phase II, which was completed in 2012, included the retrofit of the existing building and incorporation of areas for two concessions: a Café and a pedal boat rental operation.

On October 2, 2013, the Board approved and awarded Square One Dining the right to operate the Café under Concession Agreement No. 273 for one year, with two one-year extension options through Report No. 13-244 (Attachment 2). Both options were exercised and Square One continues to operate the Café. In 2015, the Concession generated annual gross receipts of Five Hundred Eighty Thousand, Eight Hundred Thirty-Nine Dollars ($580,839.00), which produced revenue-share to RAP of five percent (5%) totaling Twenty-Nine Thousand, Forty-Two Dollars ($29,042.00).

BACKGROUND

On May 20, 2015, the Board approved and authorized the release of an RFP for a three-year Agreement for the operation and maintenance of the Concession through Report No. 15-108 (Attachment 3). The RFP was released on July 8, 2015 and advertised via Los Angeles Daily Journal, on RAP's website, on the Los Angeles Business Assistance Virtual Network (LABAVN), and by correspondence to interested parties on a list maintained by RAP.

On September 8, 2015, RAP received one proposal - from MDDJ Four Square LLC (Four Square), whose three officers form the management team of Square One, the current Café operator. Four Square's proposal was responsive and determined to be acceptable.

On January 22, 2016, RAP staff met with Four Square to negotiate the new Concession Agreement. Four Square stated that they could not commit to the annual minimum revenue-share amount that they originally included in their proposal. Instead, Four Square proposed a reduced annual minimum revenue-sharing amount during the negotiation of the Concession Agreement. RAP consulted with the City Attorney, who opined that the annual minimum revenue-sharing amount as stipulated in their proposal could not be reduced, and if Four Square is unable to execute the Agreement as proposed, the $5,000.00 proposal deposit must be forfeited and retained by RAP.

On April 20, 2016, the Board approved the reissue of the RFP for the operation and maintenance of the Concession with a term of five years, with one five-year renewal option through Report No. 16-093 (Attachment 4). The pre-proposal conference was held on June 2, 2016.

The new proposed Agreement does not provide exclusivity for mobile vending; however, the Agreement would allow the concessionaire to operate a mobile food service to complement the Café.

On June 21, 2016, RAP received two proposals: One from Four Square and another from MTI, Investments Inc. (MTI). Both responses passed the Level I review and were evaluated for Level II review. MTI received higher scores, averaging eighty (80) points in the business and operational plan categories. Four Square scored an average of sixty (60) points.

Four Square has operated the Concession for the past three years and has established itself as a strong business in the Echo Park/Silver Lake Community. They have successfully operated the Café with a menu that consists of fresh foods prepared daily, including sandwiches and breakfast foods.

BUSINESS PLAN

MTI proposed a creative and innovative concept, Curate Café. The proposed menu (Attachment 5) includes food items made fresh daily with locally sourced ingredients, and features organic beef in burgers, along with specialty smoothie bowls, vegetable dishes, salads and an enticing breakfast menu. In addition, MTI proposed a seasonal mobile food cart operation plan that includes a variety of cuisine including barbeque items, gourmet soups, and turkey legs. MTI demonstrated enthusiasm in partnering with local businesses and working alongside the current local mobile vendors. In order to protect this proposed addition to the offerings at this Concession, RAP will ensure that when a permitting program for the current mobile food vendors is implemented by the City, mobile food vending items will not be in direct competition with the then-existing concessionaire's.

MTI places great focus on excellent customer service through a specialized training program for employees which provides them with a step-by-step system on how to provide each customer with a personalized experience. This system has been proven by the success of the six restaurants that MTI owners manage.

SCORING:

The following are the results of the evaluation scoring by the three panelists:

Panelist #1

Proposer Item	**Maximum Possible Points**	**MDDJ Four Square, LLC** Points Received	**MTI Investments, Inc.** Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**25**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**20**
Total Score	**100**	**60**	**80**

Panelist #2

Proposer Item	**Maximum Possible Points**	**MDDJ Four Square, LLC** Points Received	**MTI Investments, Inc.** Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**20**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**20**
Total Score	**100**	**55**	**80**

Panelist #3

Proposer Item	Maximum Possible Points	MDDJ Four Square, LLC Points Received	MTI Investments, Inc. Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**25**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**25**
Total Score	**100**	**60**	**80**

TRANSITION PLAN

In an effort to minimize any impacts to regular operations of the Concession, RAP staff will work with the incumbent concessionaire and MTI to ensure a smooth transition.

ENVIRONMENTAL IMPACT STATEMENT

This action is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) (issuance of any license to use an existing structure involving no expansion of use) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

MTI proposed the minimum revenue-share of nine percent (9%) or Forty Thousand Dollars ($40,000.00) minimum annual revenue, which will guarantee revenue to RAP in the amount of at least Two Hundred Thousand Dollars ($200,000.00) during the first five-year term.

This Report was prepared by Sonia Robinson, Management Analyst II, Partnership and Revenue Branch, Concessions Unit.

LIST OF ATTACHMENTS

1) Proposed Agreement for the Operation and Maintenance of the Echo Park Boathouse Café Concession between the City of Los Angeles and MTI Investments, Inc.
2) Board Report No. 13-244: Request for Proposals for the Echo Park Boathouse Café.
3) Board Report No. 15-108
4) Board Report No. 16-093
5) Curate Café Menu

DRAFT AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF
THE ECHO PARK BOATHOUSE CAFÉ CONCESSION

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

MTI INVESTMENTS, INC.

DRAFT

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DRAFT

DRAFT AGREEMENT FOR OPERATION AND MAINTENANCE OF THE ECHO PARK BOATHOUSE CAFÉ CONCESSION

THIS Agreement (hereinafter "AGREEMENT") is made and entered into this _____ day of _____ , 201_, 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 MTI INVESTMENTS, INC. (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing café services including the sale of food and non-alcoholic beverages at the Echo Park Boathouse Café and optional mobile food & beverage carts at Echo Park Lake (hereinafter "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 improvement, operation and maintenance of this CONCESSION; and

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

WHEREAS, RAP advertised for proposals for the operation and maintenance of the CONCESSION, to include providing café services and related services to the public; and

WHEREAS, RAP received and evaluated two proposals which were received on June 21, 2016, and

WHEREAS, MTI Investment, Inc. was scored as the highest-ranked proposer, and selected to provide café and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, the CONCESSIONAIRE desires to enter into such AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at Echo Park Boathouse Café.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of thirty- five (35) pages and thirteen (13) exhibits (A-M) attached hereto

BOARD:	Board of Recreation and Park Commissioners
CITY:	The City of Los Angeles, Acting by and through its Department of Recreation and Parks
CONCESSION:	Echo Park Boathouse Café Concession
CONCESSIONAIRE:	MTI INVESTMENTS, INC.
RAP:	The Department of Recreation and Parks
FACILITY:	The Echo Park Boathouse Café located at 751 N. Echo Park Avenue, Los Angeles, CA 90026.
LAAC:	The Los Angeles Administrative Code
LAMC:	The Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the Concession may be operated.
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 3/09), attached hereto as "Exhibit B" 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 non-alcoholic beverages. Patrons will be able to order food from inside the Echo Park Boathouse (Boathouse), and seating is to be arranged both inside and outside of the facility. Value-priced, pre-prepared and packaged items and non-alcoholic beverages for quick service will also be available. Additionally, with the expressed written consent of GENERAL MANAGER and at his discretion, the CONCESSIONAIRE may provide mobile food carts to sell food and non-alcoholic beverage items at Echo Park Lake (Lake). The Boathouse, located on the PREMISES, has designated space authorized for use and activities by the CONCESSIONAIRE as identified in Exhibit A; and, not for any other purpose without the prior written consent of GENERAL MANAGER. Any mobile food carts operated by CONCESSIONAIRE should identify CONCESSIONAIRE and include the address and phone number of CONCESSIONAIRE along with the notation that all complaints regarding change, quality, etc., should be referred directly to the CONCESSIONAIRE.

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.

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While CONCESSIONAIRE is granted the exclusive right to sell food and non-alcoholic beverages to the general public at the CONCESSION PREMISES, this exclusive right does not prohibit private parties from preparing or bringing their own food to the park. If the GENERAL MANAGER, by express written consent, gives CONCESSIONAIRE the right to sell food and non-alcoholic beverages to the general public from mobile food and beverage carts in approved areas, that right is non-exclusive. RAP does not warrant or guarantee the enforcement of LAMC provisions prohibiting unpermitted vending.

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

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

SECTION 3. PREMISES

The PREMISES (Exhibit A) subject to this AGREEMENT are located at: Echo Park Lake, 751 N. Echo Park Avenue, Los Angeles, CA 90026. The PREMISES shall include the Boathouse and all, if any, portions of the park that the GENERAL MANAGER, by express written consent, approves for vending food and beverages from mobile food carts. Location of PREMISES as set forth in Exhibit A, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP.

The CONCESSION is situated within a fifteen hundred (1,500) square foot Boathouse on the east side of the Lake. The Boathouse was originally constructed in 1932. The design of the Boathouse is in the Spanish Colonial Revival Style. The Boathouse is a historically significant contributing element to the surrounding of the Lake. The thirteen (13) acre Lake is surrounded by the Park, with eleven (11) acres of open recreational space. In 2006, the City of Los Angeles (City) designated the Park as Historic-Cultural Monument (HCM) No. LA-836.

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 five (5) years with a one (1) five-year extension option exercisable at the sole discretion of RAP's General Manager, effective on the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke the AGREEMENT.

SECTION 5. OPERATING RESPONSIBILITIES

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

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A. **Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. 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 main dumpster during the term of this AGREEMENT.

B. **Conduct**

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

C. **Disorderly Persons**

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

D. **Non-Discrimination**

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 of any of the above nondiscrimination covenants, with proper notification as per Section 14, 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

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for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

E. **Personnel**

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

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

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

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of CONCESSION 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 subject 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, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

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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. 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 fingerprint each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction.

F. **Menu and Pricing**

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 sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City of Los Angeles. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated whenever prices are changed.

2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES, shall be of high quality and must be related to the ordinary business of the CONCESSION. No adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE. All merchandise kept for sale by the CONCESSIONAIRE shall be kept subject to the approval or rejection of RAP and CONCESSIONAIRE shall remove from the PREMISES any article which may be rejected and shall not again offer it for sale without the written approval of GENERAL MANAGER. RAP may order the improvement of the quality of any menu item.

3. CONCESSIONAIRE shall offer for sale to the public a full range of food items, pre-prepared and packaged items and non-alcoholic beverages as approved in CONCESSIONAIRE's Proposal (proposed plan will become Exhibit C to this Agreement).

4. CONCESSIONAIRE may sell food items and non-alcoholic beverages from mobile food carts in the Park with the written approval of GENERAL MANAGER.

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5. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options for food and non-alcoholic 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 Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(b), Subsections 2 and 3). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs.

6. 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.

7. The sale of liquor, beer, and wine is prohibited.

8. The sale of energy drinks are prohibited.

9. CONCESSIONAIRE shall offer for sale to the public an appropriate selection of food and refreshment items. CONCESSIONAIRE will implement the proposed plan in the proposal based on the Good Food Purchasing Policy from the Los Angeles Food Policy Council outlined in CONCESSIONAIRE's Proposal as approved by RAP (proposed plan will become Exhibit C to this Agreement). All food/beverage subcontractors selected by the CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

10. 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. CONCESSIONAIRE shall comply with the Good Food Purchasing Policy.

    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.

11. CONCESSIONAIRE shall minimize the paper items (straw covers, 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. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs.

12. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

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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**
All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from the PREMISES and shall be allowed a period of three (3) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables 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, equipment, 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. RAP will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of the CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

No equipment provided by RAP (Exhibits D and E) shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP, and if consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.

J. **Claims for Labor and Materials**
The CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP property (including reports, documents, and other tangible matter produced by the CONCESSIONAIRE hereunder), against the CONCESSIONAIRE's rights hereunder, or against RAP, and shall pay all amounts due under the Unemployment Insurance Act 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 the Cultural Affairs Department or other appropriate agencies.

The CONCESSIONAIRE shall place a public notice that the CONCESSIONAIRE operates the Echo Park Boathouse Café. The address and phone number of CONCESSIONAIRE will

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be shown along with the notation that all complaints should be referred directly to the 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 the same condition as prior to the placement of any such signs or displays.

RAP may, at its discretion, install RAP-issued umbrella or canopy shade structure bearing the City's or RAP logo at RAP's request. Said umbrella or canopy shade structure shall be provided by RAP at no cost to PERMITTEE. 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 PERMIT.

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, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for telephone 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.

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.

In the event that individual utility meters are not available, CONCESSIONAIRE shall remit, on a monthly basis in conjunction with revenue-sharing payments to RAP, the amount of Four Hundred Fifty Dollars ($450.00) as payment for utilities. Payment of utilities will be subject to increase annually to cover increasing utility costs.

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

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M. **Vending Machines**
CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, 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, 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" (see SECTION 18, “NOTICES,” for mailing address) (Exhibit F). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

O. **Environmental Sensitivity**
The 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**
No amplified sound is permitted by CONCESSIONAIRE.

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.

T. **Quiet Enjoyment**
RAP agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the

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CONCESSION 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 the CONCESSIONAIRE's quiet enjoyment of the concession PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

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."

SECTION 6. IMPROVEMENTS

The Boathouse is a historically significant contributing element to the Park. The Park is designated as HCM No. LA-836 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM LA-836 is also listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. The Boathouse is considered historically significant for California Environmental Quality Act (CEQA) purposes.

Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the facility. The award of the AGREEMENT shall not constitute approval to make any improvements. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option.

In the event improvements, repairs or physical alterations are required for any reason during the term of the Agreement, no improvements, repairs or physical alterations to the Boathouse may be initiated by CONCESSIONAIRE without prior written approval from the GENERAL MANAGER. In addition to written approval from the GENERAL MANAGER, the CONCESSIONAIRE must also obtain the prior written approval of the Cultural Heritage Commission for any proposed substantial alterations to the affected area in accordance with Section22.171.14of the Los Angeles Administrative Code.

Any infractions, large or small, to the prohibition on improvements, repairs or physical alterations will be treated as a material breach of the AGREEMENT and will be subject to all of the applicable laws, fines and penalties imposed by the City's Department of Building and Safety, as well as the Office of Historic Resources.

RAP shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements, according to approved plans, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, completed as stipulated, or completed to the satisfaction of RAP. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from the CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 12, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified in the written approval, or as prescribed by RAP, 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 improvement, the CONCESSIONAIRE shall

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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 AGREEMENT value, the CONCESSIONAIRE will be responsible for RAP the difference within thirty (30) days of written notification.

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.

A. **Reserve Fund**

RAP will establish a reserve fund for the CONCESSION. CONCESSIONAIRE shall submit with the monthly revenue-sharing payment, a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars ($200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option. This Fund is not to be used for routine repair and maintenance or lost equipment replacement. The Fund shall be cumulative and carry-over from year-to-year during the term of the AGREEMENT. In the event of termination for any reason, or at the conclusion of the AGREEMENT term, any amount in this Fund account will remain with RAP. Annually in January, the CONCESSIONAIRE may submit a request for use of the Fund for expenditures in the coming year for review and approval of the GENERAL MANAGER. In the event of emergency, CONCESSIONAIRE shall request in writing the use of the Fund for other purposes, or the GENERAL MANAGER may request use of the Fund on a specific repair, refurbishment, or replacement.

B. **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, 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.

C. **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.

D. **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

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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.

SECTION 7. HOURS / DAYS OF OPERATION

The CONCESSION must operate a minimum of six (6) hours daily (except for proposed holidays and inclement weather). CONCESSIONAIRE shall coordinate hours of operation with RAP to coincide with Echo Park Boathouse Pedal Boats Operator. The hours of operation are as follows:

XXX a.m. to XXX p.m., XXXday to XXXday.

The CONCESSION will be closed on XXXday(s)

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. REVENUE-SHARING FEE PAYMENT

A. As part of the consideration for RAP's granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to RAP a monthly revenue-sharing fee of:

The greater of:

- The Annual Minimum Revenue-Sharing Guarantee of Forty Thousand Dollars ($40,000.00)

or

- Nine percent (9%) of gross receipts of all sales

whichever is higher.

Refer to SECTION 8.C for the definition of “Gross Receipts.”

If the minimum annual revenue-sharing payment is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by the City of Los Angeles and the minimum annual revenue-sharing payment will be due to the City of Los Angeles by January 15th of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

B. **Revenue-Sharing Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Exhibit G) shall be addressed to:

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C. **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 taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;

3. California Redemption Value (CRV);

4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;

5. 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;

6. 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 PREMISES;

7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

8. 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;

9. 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;

10. Fair market trade-in allowance, in the event merchandise is taken in trade;

11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;

12. 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.

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

13. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;

14. 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;

15. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

D. **Monthly Revenue-Sharing Reports**

CONCESSIONAIRE shall transmit with each revenue-sharing payment a Monthly Gross Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit G), for the month for which a payment is submitted.

E. **Late Payment Fee**

Failure of CONCESSIONAIRE to timely pay any revenue-sharing payment or any other fees, changes, 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.

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, 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 revenue-sharing 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 revenue-sharing payment so accepted.

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

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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. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of the 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.

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

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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, 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 manure or other 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 reasons, 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 H) 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

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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 foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, 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 refurnishing/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 café, storage facilities, restaurants, offices and storage containers owned and/or used by CONCESSIONAIRE.

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.

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2. Pedal boats, rental halls, 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 11. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.

2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;

3. 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

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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 26, Division 19.1, Section 19-2510 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. Climb the ladder that accesses the Tower area inside the Boathouse (Exhibit A, Space 5);

12. Use the PREMISES in any manner that will constitute waste;

13. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 12. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Five Thousand Dollars ($5,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit
CONCESSIONAIRE'S Deposit shall be in the following form:

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

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

B. **Maintenance of Deposit**
Said deposit shall be held by RAP during the entire term of the AGREEMENT.

C. **Return of Deposit to CONCESSIONAIRE**
Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by RAP in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT.

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RAP reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to RAP by CONCESSIONAIRE as shown by any exit audits performed by RAP, or as compensation to RAP for failure to adhere to or execute the terms and conditions of the AGREEMENT.

SECTION 13. 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. During the entire term of the AGREEMENT, the CONCESSIONAIRE must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).

D. 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) 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^{th}) 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 14. 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

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the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser.

SECTION 15. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three (3) years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three (3) 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**
Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. CONCESSIONAIRE shall not purchase or install the cash register before obtaining RAP's

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written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, the CONCESSIONAIRE may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of 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 computerized Point-of-Sale system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased.

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 16. 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 the CONCESSIONAIRE'S operations; and,

4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. **Permissions**

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

D. **Right of Inspection**

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

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between the CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits

E. **Control of Premises**

RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said 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,

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Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit J). 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.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit K) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit L) 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 (7) 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, the 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 the 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 the CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's

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Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of the 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. **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 M. 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.

I. **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.

SECTION 17. EQUAL EMPLOYMENT PRACTICES

Pursuant to the L.A.A.C, Section 10.8.3., CONCESSIONAIRE shall comply with the following practices. For the purposes of this section, CONCESSIONAIRE shall be referred to as "Contractor", AGREEMENT shall be referred to as "Contract", and RAP shall be referred to as "Awarding Authority". Further definitions for this section can be found in the L.A.A.C., Section 10.8.1.

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because or, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.

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1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equality for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to

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those adopted in applicable Federal Executive orders. No other rules, regulations, or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

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

J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. Hiring practices;
2. Apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION 18. AFFIRMATIVE ACTION PROGRAM

Pursuant to the LAAC, Section 10.8.4., CONCESSIONAIRE shall comply with the following practices. For the purposes of this section, CONCESSIONAIRE shall be referred to as "Contractor", AGREEMENT shall be referred to as "Contract", and RAP shall be referred to as "Awarding Authority". Further definitions for this section can be found in the LAAC, Section 10.8.1.

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority of the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contact, the Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars ($10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations, or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

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J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve, or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women, and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

a. Recruit and make efforts to obtain employees through:

i. Advertising employment opportunities in minority and other community news media or other publications.
ii. Notifying minority, women, and other community organizations of employment opportunities.
iii. Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
iv. Encouraging existing employees, including minorities and women, to refer their friends and relatives.
v. Promoting after school and vacation employment opportunities for minority, women, and other youth.
vi. Validating all job specifications, selection requirements, tests, etc.
vii. Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
viii. Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman, or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs that assist minority, women, and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

e. Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

f. Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State, and Federal authorities upon request.

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g. Establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Program for all of its operations and Contracts. The policies shall be provided to all employees, subcontractors, vendors, unions, and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

h. Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

i. What steps were taken, how, and on what date.
ii. To whom these efforts were directed.
iii. The responses received, from whom, and when.
iv. What other steps were taken, or will be taken, to comply and when.
v. Why the Contractor has been, or will be, unable to comply.

2. Every contract of Twenty-Five Thousand Dollars ($25,000.00) or more which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal, or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of Contractors, subcontractors, and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, subcontractor, or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the Contractor's, Subcontractor's, or supplier's geographical area for such work;

6. The entry of qualified women, minority, and all other journeymen to the industry; and,

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement, or death and not by termination, layoff, demotion, or change in grade.

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N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board, or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

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 works, structures, or other improvements owned by CONCESSIONAIRE and restore the premises to the same or as good condition, ordinary wear and tear excepted, as the same were in it at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have thirty (30) days to effect removal and restoration. CONCESSIONAIRE may at his 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. 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: Partnerships and Revenue Branch/Concession Unit
P.O. Box 86328
Los Angeles, CA 90086-0610

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.

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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 the 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 Concessions Analyst. 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:

MTI INVESTMENTS, INC.
Attn: Jason Espiritu
10330 Pioneer Blvd., Suite 215
Santa Fe Springs, CA 90670

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

SECTION 21. 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. Echo Park Boathouse and Café Concessions Premises Map
B. Standard Provisions for City Contracts (Rev.3/09)
C. Proposal in Response to RFP No. CON-F16-002
D. Echo Park Boathouse Floor Plan
E. Echo Park Boathouse City-Owned Equipment List
F. Form General No. 87 "Non-Employee Accident or Illness Report"
G. Remittance Advice Form
H. Special Occurrence and Loss Report
I. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
J. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
K. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
L. Schedule C, Final Subcontracting Report
M. 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)

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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.

(*Signature Page to Follow*)

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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: _____
MICHAEL A. SHULL
General Manager

MTI INVESTMENTS, INC.

BY: _____ DATE: _____

Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____ DATE: _____

Deputy City Attorney

Business Tax Registration Certificate Number: _____

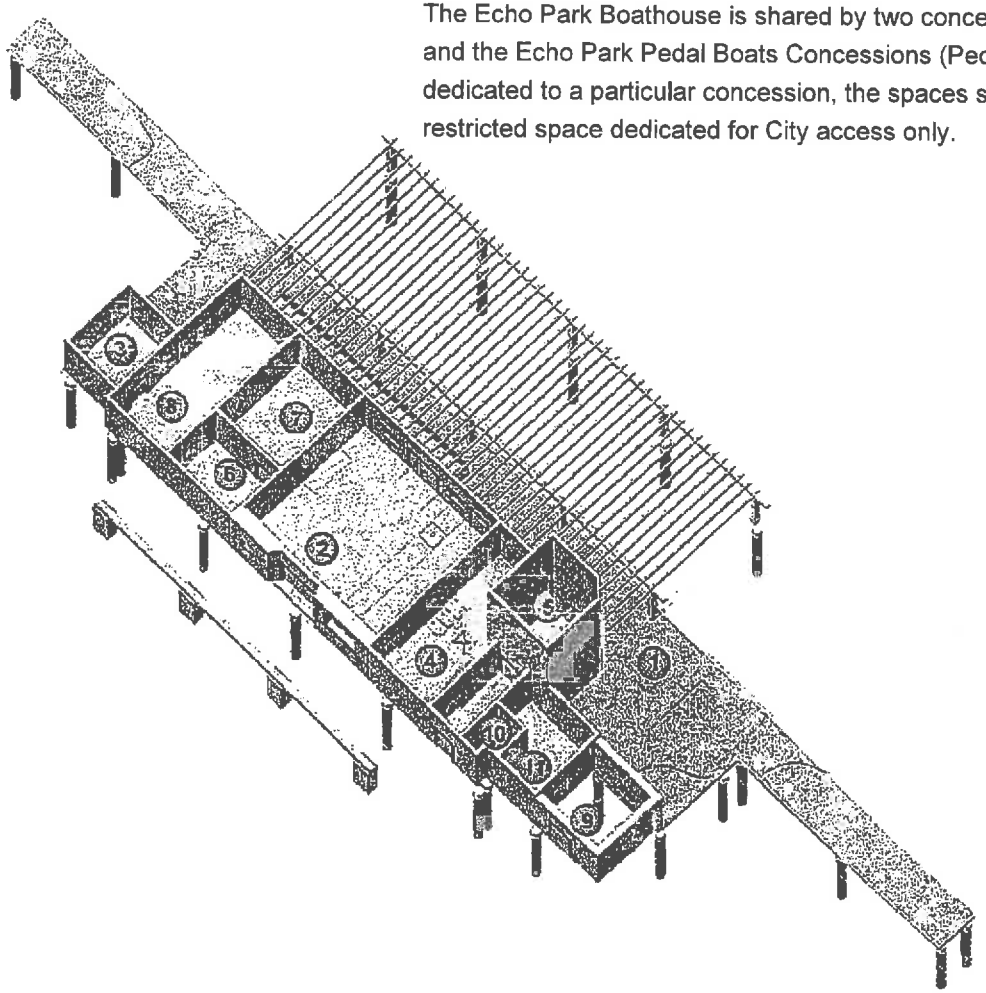
Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

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Echo Park Boathouse - Echo Park Boathouse Café Concession Premises

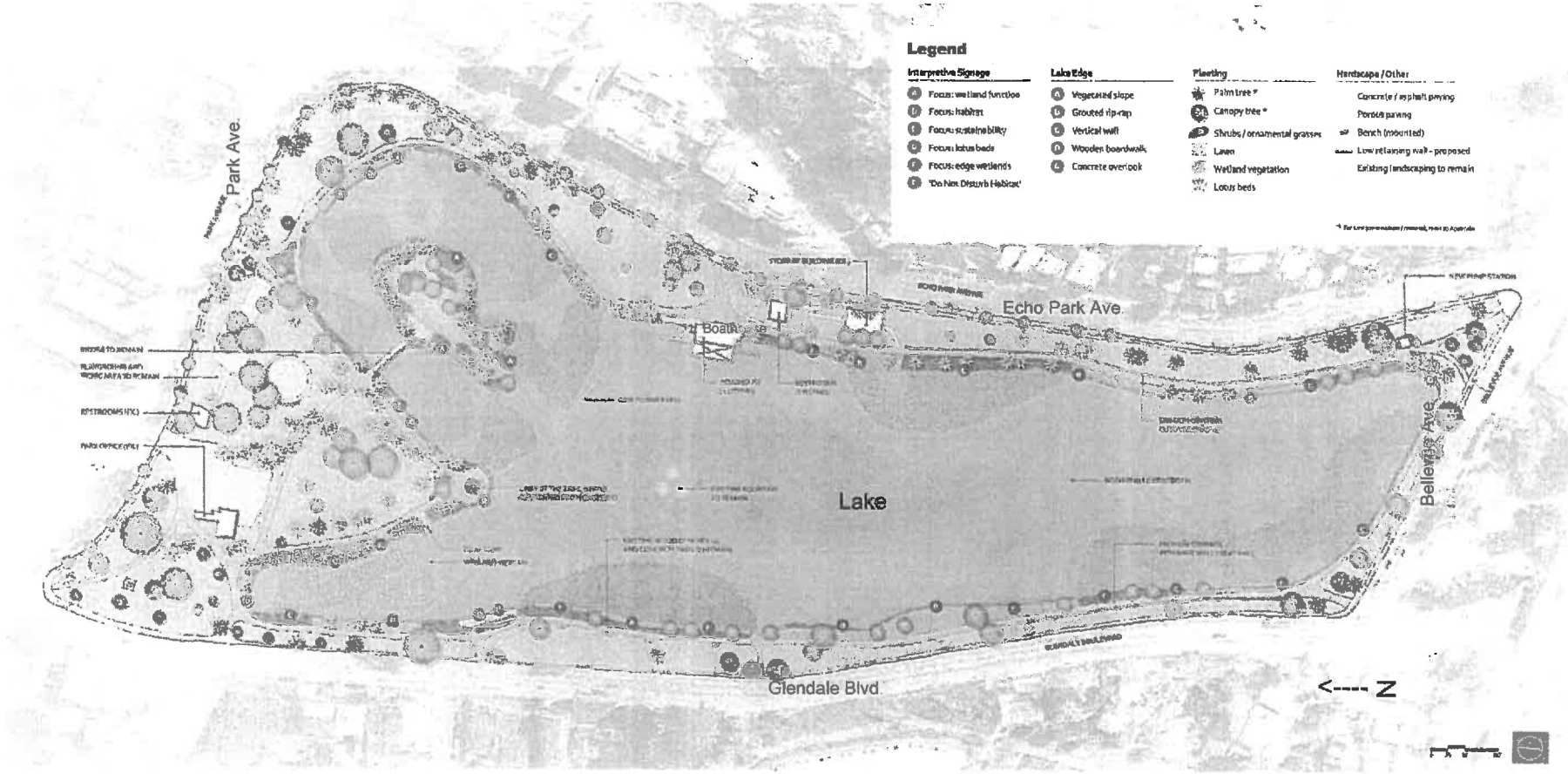
The Echo Park Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Pedal Boats Concessions (Pedal Boats). Exhibit A, Page 1 of 2, identifies the spaces dedicated to a particular concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only.



1. BOATHOUSE DOCK (Pedal Boats)
2. CONCESSION ROOM (Shared Space)
3. SUPPLY/ STORAGE ROOM (Pedal Boats)
4. COMMERCIAL KITCHEN (Café)
5. TOWER (Restricted Area - City Access Only)
6. OFFICE (Café)
7. CASHIERS OFFICE (Café)
8. BOAT REPAIR ROOM (Pedal Boats)
9. EXTERIOR STORAGE/ TRASH (Café)
10. RESTROOM (Café)
11. LOCKER/ STORAGE ROOM (Café)

Draft Agreement Exhibit A

The Park Area of Echo Park Lake (Lake) - bounded by Park Avenue (north), Bellevue Avenue (south), Echo Park Avenue (east), and Glendale Boulevard (west).



March 2010

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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;

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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. 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 the **CITY** may immediately terminate this Contract.

3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. 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-10(A) Termination for Convenience.

7. The rights and remedies of the **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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq*.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR,** but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

   1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

   2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

   3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.

E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

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

J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq*. of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq*. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq*., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. **CONTRACTOR** shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq*., and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq*., of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.

B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.

C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq*., Contractor Responsibility Ordinance.

E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq*., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

> "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued)
Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

___ **Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)** **WC** *Statutory*
EL _____

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

___ **General Liability** _____ _____

☐ Products/Completed Operations ☐ Sexual Misconduct _____
☐ Fire Legal Liability _____
☐ _____

___ **Automobile Liability** (for any and all vehicles used for this Contract, other than commuting to/from work) _____

___ **Professional Liability** (Errors and Omissions) _____

___ **Property Insurance** (to cover replacement cost of building – as determined by insurance company) _____

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

___ **Pollution Liability** _____

☐ _____

___ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds 100 % of Contract Price
___ **Crime Insurance** _____

Other: _____

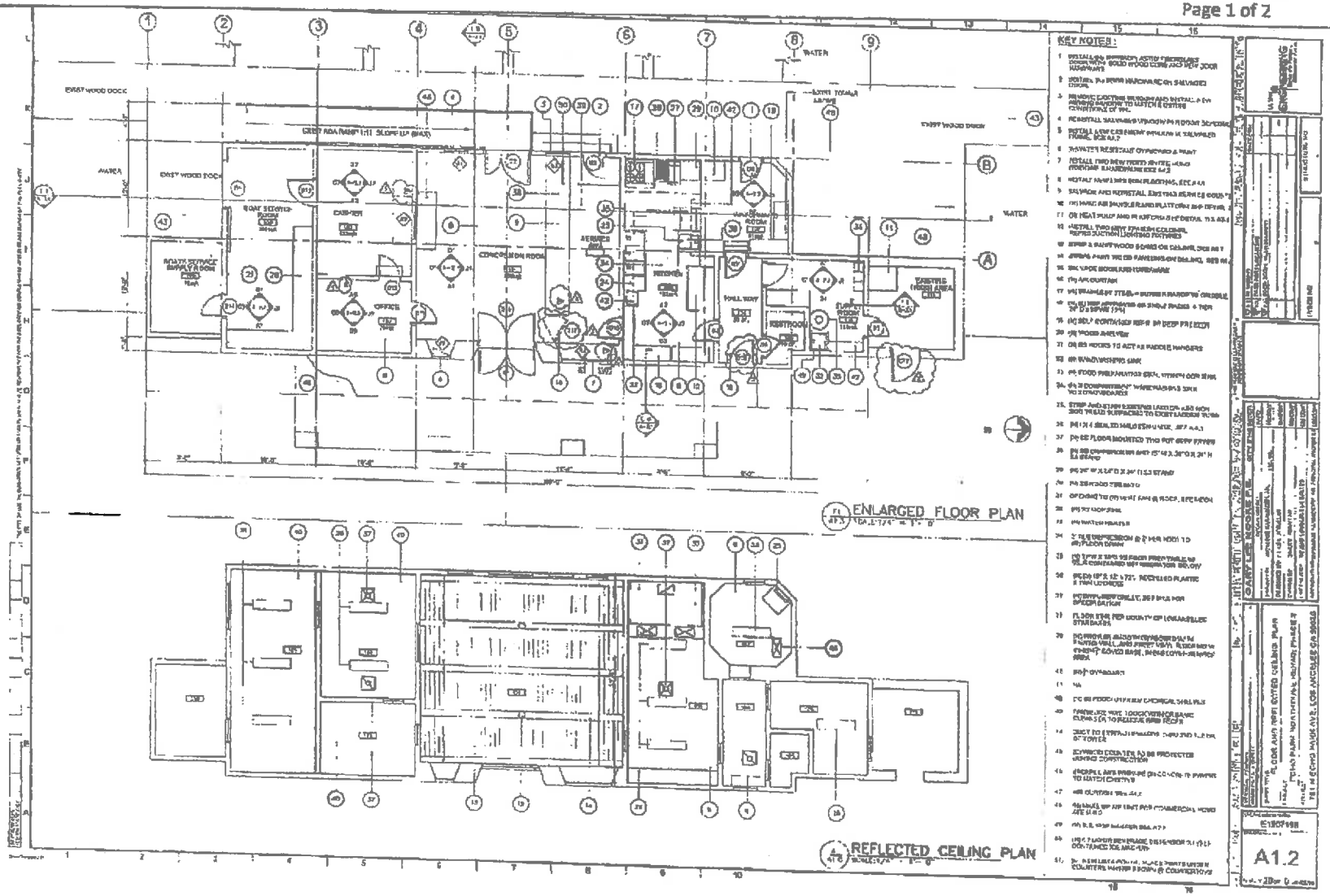
Exhibit C
of
Concession Agreement

Proposal in Response to
RFP No. CON-F16-002
(on file in the Board Office)

Echo Park Boathouse (Boathouse) Floor Plan and Key Notes

Agreement Exhibit D

The Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Boathouse Pedal Boats (Pedal Boats). The Bureau of Engineering provided this Boathouse Floor Plan and Key Notes. The Key Notes indicate locations of the renovated features and equipment installed by the City (Page 1 of 2). Page 2 of 2 is a list of the renovated features and equipment installed by the City. Refer to Exhibit A, Premises Map for spaces dedicated to Café operation. Refer to Exhibit J for the City-Owned Equipment.



List of Renovated Features and Equipment Owned and Installed by the City:

1. Thermoplastic/Fiberglass Door with Solid Wood Core
2. Original Door Hardware (I)
3. Awning Window
4. Original Window
5. Casement Window in Original Frame
6. Water Resistant Gypboard
7. Two Wood Single Hung Windows & Hardware
8. Linoleum Flooring
9. Original Service Counter
10. HVAC Air Conditioner and Platform
11. Heat Pump and Platform
12. Two Spanish Colonial Reproduction Light Fixtures
13. Original Wood Beams On Ceiling
14. Original Wood Paneling On Ceiling
15. Original Door and Hardware (II)
16. Air Curtain (I)
17. Stainless Steel 4 Burner Range with Griddle
18. NSF Approved SS Shelf Racks, 4 Tier
19. Self Contained Refrigerator with Deep Freezer
20. Wood Shelves
21. SS Hooks (Paddle Hangers)
22. Hand washing Sink
23. Food Preparation Sink / Floor Sink
24. Three Compartment Ware Washing Sink with Two Drain Boards
25. Ladder with Non-Skid Tread Surfacing on Rungs
26. 1x4 Sealed Halogen Unit
27. Floor Mounted 2-Pot Deep Fryer
28. SS Charbroiler and SS Stand
29. 24" W x 24" D X 24" H SS Stand
30. SS Hood
31. New Vent Fan (Roof)
32. SS Mop Sink
33. Water Heater
34. Floor Drain
35. 27" W x 34" D SS Food Prep Table with Self Contained Refrigerator
36. Three 12" W x 12" D X 72" H Recycled Plastic 2-Tier Lockers
37. Diffuser / Grill
38. Floor Sink
39. Gypboard with Sheet Vinyl (4.4" high Coved Base) attached to Wall in Employee Service Area
40. .62" Gypboard
41. N/A
42. SS Food / Utensil / Chemical Shelves
43. Pressure Wash Dock with Organic Cleanser
44. Duct Extending Upwards through 2nd Floor of Tower
45. Original Wood Counter
46. Concrete Paving matching Original Paving
47. Air Curtain (II)
48. Air Unit for Commercial Hood
49. SS Mop Hanger
50. Six-Flavor Beverage Machine with Self-Contained Ice Machine
51. New Data Ports under Counters

Echo Park Boathouse: City-Owned Equipment List

HVAC Air Conditioner and Platform

Heat Pump and Platform

Air Curtain

Stainless Steel 4 Burner Range with Griddle

NSF Approved Stainless Steel (SS) Shelf Racks, 4 Tier

Wood Shelves

Hand washing Sink

Food Preparation Sink / Floor Sink

Three (3) Compartment Ware Washing Sink with Two Drain Boards

Floor Mounted 2-Pot Deep Fryer

SS Charbroiler and SS Stand

24"W x 24"D x 24"H SS Stand

SS Hood

New Vent Fan (Roof)

SS Mop Sink

Water Heater

27"W x 34"D SS Food Prep Table with Self Contained Refrigerator

Three 12"W x 12"D x 72"H Recycled Plastic 2-Tier Lockers

Diffuser / Grill

SS Food / Utensil / Chemical Shelves

Air Unit for Commercial Hood

SS Mop Hanger

Six-Flavor Beverage Machine with Self-Contained Ice Machine

New Data Ports under Counters

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
Recreation and Parks

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

PART I – PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)	2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
	2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER

4. SEX ☐M ☐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? ☐ YES ☐ 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.			☐ YES ☐ NO
b.			☐ YES ☐ NO
c.			☐ YES ☐ NO
d.			☐ YES ☐ 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

Draft - Agreement
Exhibit G

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
Attn: Concessions Unit
P.O. Box 86610
Los Angeles, CA 90086

REMITTANCE ADVICE FORM
THE ECHO PARK BOATHOUSE CAFÉ CONCESSION
NAME OF CONCESSIONAIRE

PERIOD COVERED: From: _____ To: _____

CATEGORY	GROSS SALES	SALES TAX	NET SALES	RENTAL RATE	AMOUNT DUE
FOOD:				XX%	#VALUE!
BEVERAGES:				XX%	#VALUE!
OTHER:				XX%	#VALUE!
SUB-TOTAL RENT DUE:					#VALUE!
UTILITIES:				$ 450.00	
MONTHLY RESERVE FUND FEE:				$ 200.00	
LATE RENT FEE:	All payments are due by the 15th for the previous month.				$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceeding three months at $1.48 per $1,000 or fraction thereof of rent paid)				$ -
LATE OCCUPANCY TAX FEE:	Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months.				$ -
SUB-TOTAL DUE:					#VALUE!
ADJUSTMENTS*:	Explain:				
					$ -
TOTAL AMOUNT DUE:					#VALUE!

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

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

Signature: _____ Date: _____

COPY 1- Dept. Area Office or Division Head
COPY 2-Risk Management m/s 625-24

Draft Agreement - Exhibit H

City of Los Angeles
Dept. of Recreation and Parks

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

1. NAME OF FACILITY	DATE OF OCCURRENCE	TIME	A.M. ☐	P.M. ☐

2. SUBJECT OF REPORT

3. EXACT LOCATION OF OCCURRENCE

4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY

5.	ESTIMATE OF DAMAGES

6. LIST STOLEN ITEMS. IF ANY, (EXCEPT CASH)

QUANTITY	TYPE OF ITEM OR EQUIPMENT. DESCRIBE	DEPT. NO	SERIAL NO.	APPROX. VALUE

7.	TOTAL
	$0.00

8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION	AMOUNT

9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)	TOTAL	$0.00

10. WHO DISCOVERED LOSS? NAME	TITLE	DATE	TIME	A.M. ☐	P.M. ☐

11. HOW WAS ENTRANCE GAINED?

12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME	TITLE	DATE	TIME	A.M. ☐	P.M. ☐

13. WAS POLICE REPORT MADE? ☐ YES ☐ NO | D.R. NUMBER

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? ☐ YES ☐ NO WORK ORDER

15. PERSONS INVOLVED ☐ WITNESS ☐ VICTIM ☐ SUSPECT

NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S

16. IF VEHICLE INVOLVED: YEAR MAKE	LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.

17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY

18. REPORT SUBMITTED BY: NAME	TITLE	DATE

PRINT

PAGE 2

COMMENTS

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

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

FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE

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

PRINT

Goto Page 1

Form Gen. 146 (Rev. 3/09)

Draft - Agreement Exhibit I

Required Insurance and Minimum Limits

Name: Request for Proposals Date: 03/21/2016

Agreement/Reference: Echo Park Cafe Concession

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 - 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** **$2,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct

☑ Fire Legal Liability 100,000

☐

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

___ **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 ☐

___ **Pollution Liability**

☐

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance**

Other: 1) Property All Risk for Replacement Cost, 80% Co-Insurance

2) 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.

2) 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.

Agreement
Exhibit I

Rev. 10/09

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 must 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 preferred method of submitting your documents. **Track4LA™** 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 primarily 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. Track4LA™ 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 **Track4LA™** at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (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.

Acceptable Alternatives to **Acord Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

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

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at http://track4la.lacity.org.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at http://track4la.lacity.org or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

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

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

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

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

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

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

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

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

Prosper	**Address**
Contact Person	**Phone/Fax**

LIST OF ALL SUBCONTRACTORS (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		
	DOLLARS	**PERCENT**
TOTAL MBE AMOUNT	**$**	**%**
TOTAL WBE AMOUNT	**$**	**%**
TOTAL SBE AMOUNT	**$**	**%**
TOTAL EBE AMOUNT	**$**	**%**
TOTAL DVBE AMOUNT	**$**	**%**
TOTAL OBE AMOUNT	**$**	**%**
BASE BID AMOUNT	**$**	

_____
Signature of Person Completing this Form

_____
Printed Name of Person Completing this Form

_____
Title **Date**

MUST BE SUBMITTED WITH BID

SCHEDULE B

MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

Project Title	Contract No.

Consultant	Address
Contact Person	Phone/Fax

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		
	DOLLARS	PERCENT
TOTAL MBE PARTICIPATION	$	%
TOTAL WBE PARTICIPATION	$	%
TOTAL SBE PARTICIPATION	$	%
TOTAL EBE PARTICIPATON	$	%
TOTAL DVBE PARTICIPATION	$	%
TOTAL OBE PARTICIPATION	$	%

Signature of Person Completing this Form:

_____

Printed Name of Person Completing this Form:

_____

Title: **Date:**

_____

MUST BE SUBMITTED WITH EACH INVOICE

SCHEDULE C
FINAL SUBCONTRACTING REPORT

Project Title	**Contract No.**

Company Name	**Address**
Contact Person	**Phone**

Name, Address, Telephone No. of all Sub-consultants Listed on Schedule C	**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

City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

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(l):
      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(l)(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

(l) **"Public lease or license".**

(a) Except as provided in (l)(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.

APPROVED
OCT 0 2 2013
BOARD OF RECREATION and PARK COMM.

REPORT OF GENERAL MANAGER NO. 13-244

DATE September 18, 2013 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK CAFÉ CONCESSION – AWARD OF INTERIM CONCESSION AGREEMENT TO SQUARE ONE DINING

R. Adams	____	K. Regan	____
H. Fujita	____	M. Schull	____
V. Israel	____	*N. Williams	RAP

General Manager

Approved ✓ Disapproved____ Withdrawn____

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Interim Concession Agreement between the City of Los Angeles Department of Recreation and Parks (RAP) and Square One Dining, substantially in the form on file in the Board Office, for the operation and maintenance of the Echo Park Café Concession for a term of one (1) year with two (2) one-year renewal options, exercisable at the General Manager's sole discretion, subject to the approval of the Mayor and of the City Attorney as to form;

2. Find, in accordance with Charter Section 1022, that RAP does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible and more economical to secure these services by contract;

3. Find, in accordance with Charter Section 371(e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that in order to provide continued, uninterrupted service to the public and avoid a revenue shortfall, a competitive bidding process is not practicable or advantageous at this time, and that it is therefore in the City's best interest to enter into this Interim Concession Agreement until the completion of a formal Request for Proposal (RFP) process when a multi-year agreement can be executed;

4. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for work to be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of offering café dining services to the public while RAP conducts a formal RFP process;

5. Direct the Board Secretary to transmit the proposed Agreement, concurrently, to the Mayor in accordance with Executive Directive No. 3, and to the City Attorney for approval as to form; and,

6. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

SUMMARY:

This is a newly established concession. The 1,500 square foot Echo Park Boathouse (Boathouse), originally constructed in 1932 at 751 N. Echo Park Ave. in Los Angeles, was designed in the Spanish Colonial Revival Style and is positioned over the Echo Park Lake.

Other amenities and features at Echo Park Lake include a baseball diamond, lighted indoor and outdoor basketball courts, a play area for children, a lighted football field, two swimming pools, a soccer field, and lighted tennis courts. Besides offering a variety of recreational activities to be enjoyed by patrons, the historic park has also long been a popular location for Hollywood filming.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation project, was completed in 2007. It entailed preserving the existing piles, rehabilitating the dock, and providing disabled access to the dock.

Phase II of the Echo Park Boathouse Rehabilitation project included the completion of the aesthetic, and structural retrofit of the existing building and mechanical systems. The Boathouse Rehabilitation project is a small part of the larger Echo Park Lake Rehabilitation project.

This Concession operates in the recently restored Boathouse, and a one-year interim concession agreement, with two (2) one-year renewal options, will allow the concessionaire the exclusive right and obligation to staff, equip, and operate a café dining service until completion of a formal Request for Proposal process when a multi-year agreement can be executed. The Concessionaire will offer food and non-alcoholic beverages for sale to park patrons and the neighboring community.

Under a 90-Day Interim Permit, the current operator, Square One Dining, has been providing quality service to the community. Approval of this interim concession agreement will allow RAP to continue to provide uninterrupted service to the public while an RFP is developed.

Staff will develop and, with approval from the Board, release an RFP for this concession. With the RFP, RAP will seek a qualified, experienced, and financially sound operator who will meet or exceed RAP's expectations in all operational and financial areas, and optimize service to the public and profitability to the business.

90-Day Interim Permit

The Echo Park Pedal Boats and Café RFP was approved by the Board for release on December 10, 2012 (BR 12-329). The RFP was released to the public on February 14, 2013, and on March 7, 2013, a Pre-Proposal Conference was held at which representatives for eight (8) companies attended.

On April 23, 2013, the RFP proposals were due. No proposals were received due in part to the inability of the perspective bidders to manage both operations (Pedal Boats and Café) as one concession. On May 23, 2013, the Pedal Boat operation and the Café operation were bifurcated from one another. 90-Day Interim Permit proposal solicitations for each operation were sent to Pre-Proposal Conference attendees, allowing them to bid on either one or both opportunities.

On June 4, 2013, Square One Dining inquired about an opportunity to operate a Café at Echo Park. On June 7, 2013, the Interim Permit proposals were due. No proposals were received for the Café operation.

On June 12, 2013 Concessions Unit staff contacted Square One Dining to discuss their inquiry, and reviewed publically available information about their current dining operations.

On July 11, 2013, the Interim Permit between RAP and Square One Dining for the operation of the Echo Park Café Concession was executed. On July 20, 2013, the Concession opened to the public. The permit expires on October 5, 2013.

Food Service

Square One Dining operates two (2) food establishments in the Los Angeles area with an emphasis on highest quality food using fresh, locally-obtained ingredients. When possible, they utilize organic, local, and small farm produce, and all of their meat products are hormone free.

Operation Plan

Offered at affordable prices, Square One Dining will sell food and beverages for breakfast and lunch. Patrons will be able to order food from inside the Boathouse, and seating is arranged both inside and outside the facility. Value-priced, pre-prepared and packaged items and beverages for quick service will also be available, and Square One Dining is allowed to make use of a mobile service cart to sell food items around the park.

Concession Agreement

For this concession, the operator is permitted to use seven (7) rooms of the Boathouse. The hours of operation will be year-round from 9:00 AM to 3:00 PM, except it will be closed on Christmas Day. Under the terms of the one-year interim concession agreement, with up to two (2) one-year renewal options, Square One Dining will provide a cash register, and tables and chairs for the operation.

The concessionaire shall pay 5% of gross receipts monthly rent. If the total rent paid after each twelve (12) month period is less than $6,000, the concessionaire will remit the difference to RAP.

FISCAL IMPACT STATEMENT:

During the one-year term of this concession agreement, RAP will receive a minimum of $6,000 in rent. Of that amount, $5,400 will be deposited into Fund 302, Dept. 88 General Fund (90%), and $600 will be deposited into Fund 302, Dept. 89, Account 89070K Concession Improvement Account (10%).

Report prepared by Shaun Larsuel, Management Analyst II, Finance Division, Concessions Unit.

REPORT OF GENERAL MANAGER APPROVED MAY 20 2015 BOARD OF RECREATION & PARK COMMISSIONERS NO. 15-108

DATE May 20, 2015 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – REQUEST FOR PROPOSALS

R. Adams		*V. Israel	✓
R. Barajas		K. Regan	
H. Fujita		N. Williams	

General Manager

Approved as amended per attached Disapproved Withdrawn

RECOMMENDATIONS:

That the Board:

1. Approve the Echo Park Boathouse Café Concession Request for Proposals (RFP) for a three (3) year Concession Agreement (Agreement), substantially in the form on file in the Board Office, subject to review and approval of the City Attorney as to form;

2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the RFP to the City Attorney for review and approval as to form;

3. Direct staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process;

4. Authorize the General Manager, or designee, to make any necessary technical changes and incorporate such changes in the RFP.

SUMMARY:

The Echo Park Boathouse Café Concession (Concession) is in the fifteen hundred (1,500) square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue in Echo Park, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake). The Boathouse was originally constructed in 1932. The design of the Boathouse is in the Spanish Colonial Revival Style. The Boathouse is a historically significant contributing element to the park surrounding Echo Park Lake (Park). The thirteen (13) acre Lake is surrounded by the Park, with eleven (11) acres of open recreational space. In 2006, the City of Los Angeles (City) designated the Park as Historic-Cultural Monument (HCM) No. LA-836.

Other amenities located close to the Lake include a baseball diamond, lighted indoor and outdoor basketball courts, a play area for children, a lighted football field, two (2) swimming pools, a

soccer field, and lighted tennis courts. Besides offering a variety of recreational activities to be enjoyed by patrons, the historic Park has also long been a popular location for Hollywood filming.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation Project (Project), was completed in 2007. The Project entailed preserving the existing piles, rehabilitating the dock and providing individuals with disabilities access to the dock.

In July 2012, Phase II of the Project, including the aesthetic, and structural retrofit of the existing building and mechanical systems, was completed. The Boathouse rehabilitation was a small part of the larger Project. Two (2) long-term concessions are to be developed and located in the Boathouse, a café operation and a pedal boat rental operation.

On July 20, 2013, the Café Concession opened for operation on an interim basis, under a ninety (90) day interim permit with Square One Dining and included the exclusive right and obligation to staff, equip and operate the café. The Concession offers Park patrons and the neighboring community a moderately-priced gourmet food menu of baked goods, breakfast items, sandwiches, salads and non-alcoholic beverages.

On October 2, 2013, the Board approved and awarded Square One Dining a one (1) year concession agreement (Agreement) with two (2), one (1) year options to extend the Agreement at the discretion of the General Manager of the Department of Recreation and Parks (Department) (Board Report No. 13-244), to operate and maintain the Café Concession while an RFP for a three (3) year Agreement is developed for release. The Agreement was reviewed and approved by the Mayor's Office and the City Attorney's Office as to form. The Agreement (Contract Agreement No. 273) was executed on October 4, 2013. Square One Dining is currently operating the Café Concession. From January 2014 through December 2014, Square One Dining generated average monthly gross receipts of Forty-five Thousand Two Hundred and Twenty Dollars ($45,220.00). An average monthly revenue share of Two Thousand Two Hundred and Sixty Dollars ($2,260.00) was paid to the Department. The first one-year extension option was exercised. The Agreement will expire on October 10, 2015. The one (1), one (1) year option to extend the Agreement remains.

The Café Concession operation is very well received by the community. Staff anticipates continued success for the Concession. Park patrons enjoy the café's outdoor seating and moderately-priced gourmet health-conscious menu.

Staff has developed and is now ready to release, at the direction of the Board, a RFP for the operation and maintenance of the Concession. With this RFP, the Department seeks a qualified, experienced, and financially sound operator who will meet or exceed the Department's expectations in all operational and financial areas, and optimize service to the public and profitability of the Concession.

Proposal and Contractual Provisions

1. Proposal Deposit: A Five Thousand Dollar ($5,000.00) proposal deposit will be required with the submission of each proposal.

2. Term: Three (3) years.

3. Revenue-Sharing Terms: The Minimum Acceptable percentage for this RFP is nine percent (9%) of gross receipts for all food and beverage sold during the three (3) years. The annual minimum revenue-sharing payment for this Concession per calendar year will be determined by the proposer in the Pro Forma section of the selected proposal or Twenty-seven Thousand One Hundred and Forty Dollars ($27,140.00), whichever is greater. If the annual minimum revenue-sharing payment is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by the Department and the annual minimum revenue-sharing fee will be due to the Department by January 15th of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

4. Concession Improvements: No concession improvement proposals are required in the RFP. Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the facility.

   The Boathouse is a historically significant contributing element to the Park, which is designated as HCM No. LA-836 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM No. LA-836 is listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. The Boathouse is considered historically significant for California Environmental Quality Act (CEQA) purposes.

   During the term of the Agreement, no improvements, repairs or physical alterations to the Boathouse may be initiated by selected proposer without prior written approval from the General Manager. In addition to written approval from the General Manager, the selected operator must also obtain the prior written approval of the Cultural Heritage Commission
   for any proposed substantial alterations to the affected area, in accordance with Section 22.171.14 of the Los Angeles Administrative Code.

   Any infractions, large or small, will be treated as a material breach of the Agreement and will be subject to all of the applicable laws, fines and penalties imposed by the City's Department of Building and Safety, as well as the Office of Historic Resources. Additional remedies may include the termination of the Agreement, including loss of all financial investment at the time of the breach.

5. Improvements and Reserve Fund: The Concessionaire, in addition to submitting a monthly revenue sharing payment, shall also submit to the Department a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars ($200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. This Fund shall not be used for routine repair and maintenance or replacement of equipment. The Fund shall be cumulative and carry-over from year-to-year during the term of the Agreement. In the event of the Agreement termination for any reason, or at the conclusion of the Agreement term, any amount in this Fund account will remain with the Department. Annually in January, the Concessionaire may submit a request for use of the Fund for expenditures in the coming year, for review and the written approval of the General Manager. In the event of emergency, the Concessionaire shall request in writing the use of the Fund for other purposes, or the General Manager may request use of the Fund on a specific repair, refurbishment, or replacement.

6. Utilities: The 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 water, gas, electricity, heat, air-conditioning, trash pick-up, and other utility services to the premises, and shall be paid by the Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers. The Concessionaire will pay directly for telephone services, which will be in the name of the Concessionaire. In the event that individual utility meters are not available, the Concessionaire shall remit, on a monthly basis in conjunction with revenue-sharing and monthly reserve fund payments to the Department, the amount of Four Hundred Fifty Dollars ($450.00) as payment for utilities. Payment of utilities will be subject to increase after the first year of operation to cover increasing utility costs.

7. Contractual and Financial Terms: The City will enter into an Agreement whereby the City has no financial responsibility or liability for operation of the Concession and the City will share in profits in the form of a percentage of gross revenue and annual minimum revenue sharing payment in addition to monthly reserve fund payment and utility payments if applicable.

8. Performance Deposit: A Performance Deposit (Deposit) will be required to be maintained for the duration of the Agreement in the amount of Five Thousand Dollars ($5,000.00). The Deposit will be in the form of a cashier's check made out to the City of Los Angeles.

Evaluation Process

Proposals will be evaluated in two (2) Levels. Level I will be a check and review by Concessions Unit staff for required compliance to City contracting requirements and submittal documents. Level II will be a comprehensive evaluation of the proposals by a panel comprised of qualified persons not part of the Concessions Unit that may include individuals outside the Department. Proposers must successfully pass Level I to proceed to Level II.

RFP Evaluation Criteria Areas

For the purposes of evaluation, the proposals that passed Level I will be evaluated on the criteria below (Level II):

1) Business Plan (20 points possible)
2) Proposed Operational Plan for the Echo Park Boathouse Café Concession (20 points possible)
3) Proposed Revenue-Sharing Payment (60 points possible)

The RFP documents will be advertised in the Los Angeles Daily Journal; made available on the Department's website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). A letter inviting bids will be mailed to organizations and individuals from a mailing list maintained by the Concessions Unit.

A mandatory Pre-Proposal Conference will be held approximately one (1) month after the release of the RFP in order to provide potential proposers with a review of the submittal documents, compliance documents and requirements for the Business Inclusion Program (BIP) as mandated by the Mayor's Executive Directive No. 14, Villaraigosa Series, and the Board's policy for the adoption and implementation of BIP (Board Report No. 12-050, approved February 15, 2012). Additionally, a mandatory site walk will be conducted after the conference in order for the potential proposers to view the facility to get a better understanding of the operation and maintenance of the Concession.

FISCAL IMPACT STATEMENT:

Releasing the Request for Proposals will have no impact to the Department's General Fund.

Report prepared by Felice Chen, Management Analyst II, Concessions Unit, Partnerships Division.

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING
BOARD OF RECREATION AND PARK COMMISSIONERS
May 20, 2015

15-108
ECHO PARK BOATHOUSE CAFÉ CONCESSION – REQUEST FOR PROPOSALS

The item was presented to the Board by Agnes Ko, Senior Management Analyst II of the Concessions Unit. Ms. Ko requested that the Request for Proposals (RFP) document be amended to revise the stated term of the agreement to three years so it is consistent with the term detailed in the accompanying General Manager's Report and sample concession agreement.

She further recommended that the RFP document be amended to include language requiring the successful proposer/concessionaire to work in conjunction with the Echo Park Pedal Boat Concessionaire in order to provide seamless service to the community.

Commissioner Alvarez noted that the RFP was reviewed and discussed in detail during the Concessions Task Force meeting held earlier in the day, and that issues arose relevant to this RFP as well as other RFPs to be considered by the Commission. The Board and Department staff discussed the item in detail.

Commissioner Alvarez proposed a Motion to amend the language in the Echo Park Café RFP regarding the hours of operation, to allow flexibility for the respondents to propose the days and hours of operation, adding that the language regarding the six-hour per day operating minimum could remain but proposers should be allowed to decide which days and hours the operation can be closed for holidays. The Commissioner concurred with Ms. Ko's recommendation to add language stating the selected proposer should work in conjunction with the Echo Park Pedal Boat Concessionaire, which includes coordinating the hours of operation.

Commissioner Alvarez moved, and Commissioner Zuñiga seconded, that General Manager's Report 15-108 and related documents be amended to include the three aforementioned technical changes, and that the RFP Evaluation Criteria be amended as follows:

1) Business Plan: ~~2~~30 points
2) Proposed Operational Plan for the Echo Park Boathouse Café Concession: ~~2~~30 points
3) Proposed Revenue-Sharing Payment: ~~6~~40 points possible

There being no objections, the Motion was unanimously approved.

BOARD REPORT NO. 16-093

DATE April 20, 2016 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – RESCIND THE 2015 REQUEST FOR PROPOSALS (CON-F15-003), RETAIN THE PROPOSAL DEPOSIT, REISSUE THE REQUEST FOR PROPOSALS

A.P. Diaz	_____	*V. Israel	VD
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

M. Alcaraz
General Manager

Approved_____ Disapproved_____ Withdrawn_____

RECOMMENDATIONS:

1. Rescind the Request for Proposals (RFP) for the Echo Park Boathouse Café Concession (CON-F15-003);

2. Retain the $5,000.00 Proposal Deposit submitted by the sole responsive bidder, MDDJ Four Square LLC (Four Square), as forfeiture due to Four Square's refusal to negotiate and execute a Concession Agreement with the annual minimum revenue-sharing terms presented in the Pro Forma Statement of Four Square's accepted proposal for the Echo Park Boathouse Café Concession (CON-F15-003);

3. Reissue the Echo Park Boathouse Café Concession Request for Proposals (RFP), with term length modification to a five (5) year Concession Agreement (Agreement) with one (1) five year renewal option at the sole discretion of the Department of Recreation and Parks (RAP), substantially in the form on file in the Board Office, subject to review and approval of the City Attorney as to form;

4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the RFP to the City Attorney for review and approval as to form;

5. Direct staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process; and

6. Authorize the General Manager, or designee, to make any necessary technical changes and incorporate such changes in the RFP.

SUMMARY:

The Echo Park Boathouse Café Concession (Concession) is situated within the fifteen hundred (1,500) square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue in Echo Park, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake). The Boathouse was originally constructed in 1932.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation Project (Project), entailed preserving the existing piles, rehabilitating the dock and providing individuals with disabilities access to the dock. Phase I was completed in 2007. Phase II of the Project included the aesthetic and structural retrofit of the existing building and mechanical systems and incorporation of areas for two (2) long-term concessions in the Boathouse - a café operation and a pedal boat rental operation. Phase II was completed in 2012.

On July 20, 2013, the Concession opened for operation on an interim basis, under a ninety (90) day interim permit with Square One Dining (Square One). On October 2, 2013, the Board approved and awarded Square One a one (1) year Concession Agreement (Agreement) with two (2), one (1) year options to extend the Agreement at the discretion of the RAP General Manager (through Report No. 13-244) (Attachment A). In 2015, Square One generated annual gross receipts of Five Hundred Eighty Thousand, Eight Hundred Thirty Nine Dollars ($580,839.00), which produced revenue-share at five percent (5%) totaling Twenty-Nine Thousand, Forty-Two Dollars ($29,042.00) that was paid to RAP.

On May 20, 2015, the Board approved and authorized the release of a RFP for a three (3) year Operation and Maintenance of the Echo Park Boathouse Café Concession (through Report No. 15-108) (Attachment B). The RFP was released on July 8, 2015 and advertised via Los Angeles Daily Journal, RAP's website, on Los Angeles Business Assistance Virtual Network, and by a mailed letter to parties on a concession interest list maintained by RAP.

On September 8, 2015, RAP received one (1) proposal - from (Four Square), whose three (3) officers form the management team of Square One, the current operators of the Concession under Concession Agreement No. 273. The proposal from Four Square was responsive and determined acceptable in the following areas: background and experience operating similar food services operations; financial capacity for commitments to the Concession; compliance with City contracting; and, annual minimum revenue-share RFP proposal requirements.

RAP was prepared to award a new Agreement to Four Square. On January 22, 2016, RAP staff met with Four Square to negotiate a new Concession Agreement, at which time Four Square stated that they could not commit to the annual minimum revenue-share figures as they had originally presented as part of the Pro Forma submitted with their proposal. Instead, Four Square proposed a reduced annual minimum revenue-sharing terms. RAP cannot reduce the proposed annual minimum revenue-sharing terms, and if Four Square is unable to execute the Agreement with the revenue-sharing terms presented in their original proposal, the $5,000.00 proposal deposit must be retained by RAP as instructed in the RFP.

RAP staff is ready to re-issue, at the direction of the Board, an RFP for the operation and maintenance of the Concession. With this RFP, RAP seeks a qualified, experienced, and financially sound operator who will meet or exceed the RAP's expectations in all operational and financial areas, and optimize service to the public and profitability of the Concession.

Proposal and Contractual Provisions

1. Proposal Deposit: Five Thousand Dollar ($5,000.00) proposal deposit will be required with the submission of each proposal.

2. Term: Five (5) years with one (1) five (5) year renewal option exercisable at the sole discretion of RAP, along with approval of the Board of Recreation and Park Commissioners.

3. Revenue-Sharing Terms: The minimum acceptable percentage for this RFP is nine percent (9%) of gross receipts for all food and beverage sold during the term of the Agreement; or, an annual minimum revenue-sharing fee of Forty Thousand Dollars ($40,000.00) for year one (1) of the Agreement with a three percent (3%) escalation each year thereafter - whichever is greater. If the annual minimum revenue-sharing fee is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by RAP and the annual minimum revenue-sharing fee will be due to RAP by January 15th of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

4. Concession Improvements: No concession improvement proposals are required in the RFP. Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the facility. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option.

   The Boathouse is a historically significant contributing element to the Park, which is designated as HCM No. LA-836 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM No. LA-836 is listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. The Boathouse is considered historically significant for California Environmental Quality Act (CEQA) purposes.

   During the term of the Agreement, no improvements, repairs or physical alterations to the Boathouse may be initiated by selected proposer without prior written approval from the General Manager. In addition to written approval from the General Manager, the selected operator must also obtain the prior written approval of the Cultural Heritage Commission for any proposed substantial alterations to the affected area, in accordance with Section 22.171.14 of the Los Angeles Administrative Code.

   Any infractions, large or small, to the prohibition on improving, repairing, or physically altering the Boathouse will be treated as a material breach of the Agreement and will be subject to all of the applicable laws, fines and penalties imposed by the City's Department

of Building and Safety, as well as the Office of Historic Resources. Additional remedies may include the termination of the Agreement, including loss of all financial investment at the time of the breach.

5. Reserve Fund: The Concessionaire, in addition to submitting a monthly revenue sharing payment, shall also submit to RAP a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars ($200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. This Fund shall not be used for routine repair and maintenance or replacement of equipment. The Fund shall be cumulative and carry-over from year-to-year during the term of the Agreement. In the event of the Agreement termination for any reason, or at the conclusion of the Agreement term, any amount in this Fund account will remain with RAP. Annually in January, the Concessionaire may submit a request for use of the Fund for expenditures in the coming year, for review and the written approval of the General Manager. In the event of emergency, the Concessionaire shall request in writing the use of the Fund for other purposes, or the General Manager may request use of the Fund on a specific repair, refurbishment, or replacement.

6. Utilities: The 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 water, gas, electricity, heat, air-conditioning, trash pick-up, and other utility services to the premises, and shall be paid by the Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers. The Concessionaire will pay directly for telephone services, which will be in the name of the Concessionaire. In the event that individual utility meters are not available, the Concessionaire shall remit, on a monthly basis in conjunction with revenue-sharing and monthly reserve fund payments to the Department, the amount of Four Hundred Fifty Dollars ($450.00) as payment for utilities. The payment for utilities will be subject to increase after the first year of operation to cover increasing utility costs.

7. Contractual and Financial Terms: The City will enter into an Agreement whereby the City has no financial responsibility or liability for operation of the Concession and the City will share in profits in the form of a percentage of gross revenue-based and/or annual minimum revenue-based sharing payment in addition to monthly reserve fund payment and utility payments as applicable.

8. Performance Deposit: A Performance Deposit (Deposit) will be required to be maintained for the duration of the Agreement in the amount of Ten Thousand Dollars ($10,000.00). The Deposit will be in the form of a cashier's check made out to the City of Los Angeles.

Evaluation Process

Proposals will be evaluated in two (2) Levels. Level I will be a check and review by Concessions Unit staff for required compliance to City contracting requirements and submittal documents. Level II will be a comprehensive evaluation of the proposals that may consist of a review panel comprised of qualified persons. Proposers must successfully pass Level I to proceed to Level II.

RFP Evaluation Criteria Areas

For the purposes of evaluation, the proposals that passed Level I will be evaluated on the criteria below (Level II):

1) Business Plan (30 points possible)
2) Proposed Operational Plan for the Echo Park Boathouse Café Concession (30 points possible)
3) Proposed Revenue-Sharing Payment (40 points possible)

The RFP documents will be advertised in the Los Angeles Daily Journal; made available on RAP's website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). A letter inviting bids will be mailed to organizations and individuals from a mailing list maintained by the Concessions Unit.

A mandatory Pre-Proposal Conference will be held approximately one (1) month after the release of the RFP in order to provide potential proposers with a review of the submittal documents, compliance documents and requirements for the Business Inclusion Program (BIP) as mandated by the Mayor's Executive Directive No. 14, Villaraigosa Series, and the Board's policy for the adoption and implementation of BIP (Board Report No. 12-050, approved February 15, 2012). Additionally, a mandatory site walk will be conducted after the conference in order for the potential proposers to view the facility to get a better understanding of the operation and maintenance of the Concession.

FISCAL IMPACT STATEMENT:

Re-releasing the Request for Proposals will have no impact to RAP's General Fund.

Report prepared by Stanley Woo, Management Analyst II, Concessions Unit, Partnerships Division.

2. PROPOSED OPERATIONAL PLAN AT THE PARK AND BOATHOUSE

2.1 PROPOSED MENU ITEMS/ DESCRIPTIONS

BREAKFAST MENU

- ARUGULA AVOCADO TOAST
- EGG SALAD TOAST
- BAE TOAST (BACON AVOCADO EGG)
- EGG BENEDICT TOAST
- MONTE CRISTO TOAST

LUNCH MENU

- GRILLED RATATOUILLE TOAST
- SEARED AHI TUNA SALAD
- NATURAL ANGUS BURGER
- FARM BURGER (NATURAL ANGUS PORK BLEND PATTY, DUCK BREAST BACON, FREE RANGE CHICKEN EGG, FARM FRESH VEGETABLES)
- SMOKED SALMON SANDWICH

DESSERT MENU

- CLASSIC FRENCH TOAST
- MILK BRAND ICE CREAM PRODUCTS

DRINK MENU

- MELON (FILIPINO FRESH FRUIT DRINK)
- FRESH SQUEEZED ORANGE JUICE
- WATERMELON MINT INFUSED LEMONADE

INTELLIGENTSIA BRANDED COFFEE PRODUCTS

- SPECIALTY DRINKS
    - HORCHATA FRAPPE- FRAPPE COMBINED WITH HORCHATA
    - CHOCOLATE MEXICANO FRAPPE – FRAPPE WITH REAL MEXICAN CHOCOLATE
    - VIETNAMESE ICED COFFEE BLEND- STRONG COFFEE FLAVOR. CONDENSED MILK

- MINT MOJITO ICED COFFEE – MINT. SWEET. CREAMY
- PHILHARMONIC – CARDAMOM. CINNAMON. PLUM

2.2 FULL EQUIPMENT LIST

(SEE ATTACHED EQUIPMENT LIST)

2.3 PROPOSED OPERATION SCHEDULE

OPEN 7 DAYS A WEEK

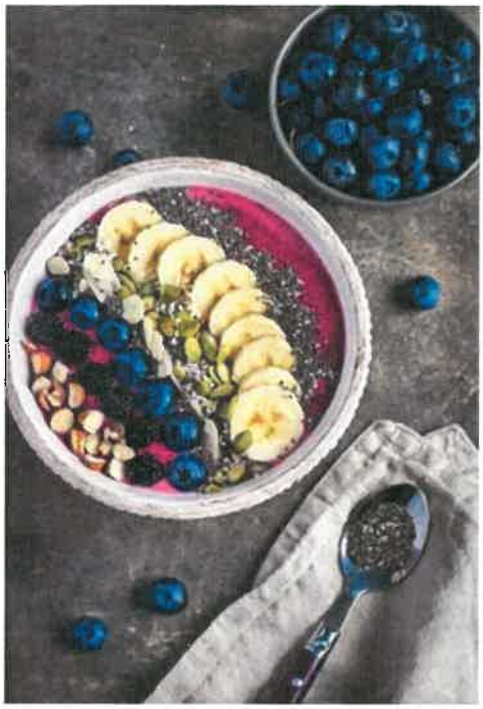
HOURS OF OPERATION: NON PEAK SEASON
MONDAY: 9AM – 3PM
TUESDAY: 9AM – 3PM
WEDNESDAY: 9AM – 3PM
THURSDAY: 9AM – 3PM
FRIDAY: 9AM – 5PM
SATURDAY: 8AM – 6PM
SUNDAY: 8AM – 6PM

HOURS OF OPERATION: PEAK SEASON
MONDAY: 8AM – 7PM
TUESDAY: 8AM – 7PM
WEDNESDAY: 8AM – 7PM
THURSDAY: 8AM – 7PM
FRIDAY: 8AM – 7PM
SATURDAY: 8AM – 7PM
SUNDAY: 8AM – 7PM

HOLIDAY SCHEDULE:
CHRISTMAS DAY: CLOSED
THANKSGIVING DAY: CLOSED

THE REST OF THE HOLIDAY SCHEDULE WILL BE DETERMINED IN CONJUNCTION WITH RAP. PENDING ON TRAFFIC LEVELS ON SOME HOLIDAYS. LEANING TORWARDS STAYING OPEN IF A HOLIDAY PRODUCES GREATER TRAFFIC FOR THE PARK

1e. Menu and Signature Items (partial short list)



Nitrogen Sunset Smoothie Bowl

Ingredients: Various fruit and vegetables with juice base (no dairy) cooled and formed by liquid nitrogen. Topped with 3-5 toppings (nuts, seeds, exotic fruits, superfoods).

Unique from the typical acai bowls as this can be made with different base flavors. Presentation and eye-catching nitrogen cooling process make the nitrogen smoothie bowls not only a healthy summer treat to taste but a sight to see. We will be serving 3-5 unique combinations concurrent with seasonal fruits and vegetables available to the area to guarantee the best flavor.

BAE Toast

Ingredients: Bacon. Avocado. Eggs. Toast. Bacon is thick in cut and crispy, Avocado in freshest green and ripe, eggs are poached and runny.

There is nothing more satisfying than this combo. Avocado toast is elevated with the always-pleasing taste of bacon and two, photogenic, soft-poached eggs. Simple, yet catchy as the combo spells out B A E.





Melon Milk Tea

Ingredients: Fresh melon balls from ripe melons, Jasmine or oolong tea, vanilla coconut milk, ice, simple syrup

This combination is the "California girl" version of Lola's Melon.

1c. Meal Periods/Opening Hours

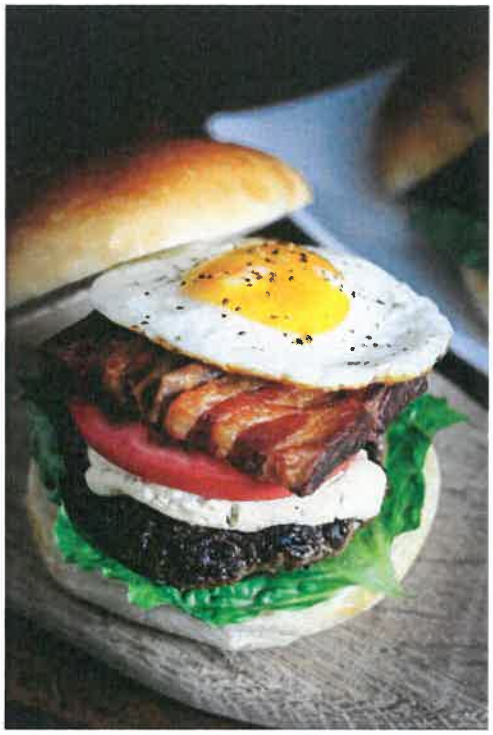
Café Curate will be open for *breakfast, brunch, and lunch seven days* a week, year round. Operating hours will be Monday – Friday from 8am – 7pm in the summer peak season and 8am – 5pm in the winter non-peak season. The cafe will be closed on ***Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Day.***

In the event of the occasional community pop-ups for up and coming chefs, we may extend our hours in the evening. With this, we aim to expand Echo Park's attendance base by offering a new, unique experience for the culinary community.

1d. Guest Experience

We plan to leverage the historic lighthouse building, canvassed by the beautiful greenery of the park and the soothing sensations of being right on the water. We want to expand upon the natural feelings of vigor, serenity, and rejuvenation when you visit Echo Park. By offering rewards points for recycling, monthly gift card drawings for Cute Dog of the Month, and offering discounts to paddleboat patrons, we aim to elevate our guest experience. Serving the community ever popular gourmet one of a kind toasts, burgers & sandwiches made with organic meats sourced from our own farms, sustainably grown coffee, and hand crafted smoothie bowls that look visually appealing as well as just the right sustenance to fuel your day at the park. Packaged in eco-friendly origami wrapping boxes, which will double as a plate and encourage our guests to recycle and keep the park pristine. We want to knock the socks off and change the paradigm of the park goer's experience. We're going for, "WOW, I never thought I could eat food that great at a small café at our own neighborhood park!"





The Farm Burger

Ingredients: Duck breast bacon
Natural Angus Beef with
Berkshire pork blend, paired with
Free range organic chicken egg
Goat cheese
Farm fresh vegetables
on a golden brioche bun

Everything from a farm on this Farm Burger Classic



Coffee

Ingredients: Dark roast ground coffee

1f. Pricing

At ***Curate Café, gourmet toasts*** will range from $4.00 to $9.00 each; sandwiches will range from $7.00 to $11.00 each, smoothie bowls from $6.50 - $8.50 each, and desserts will be $5.00 each. We will sell ***coffee beverages*** for $2.00 to $5.00, ***homemade juices*** for $6.00 to $9.00 per ***bottle.*** This price point offers a competitive, yet affordable menu for high quality, chef-driven items at a reasonable price to be enjoyed by guests. The intended food and beverage cost percentage across the entire menu will be *25%.*



5d. Key Design Features

The overall design for Curate Café is intended to be quaint, cozy, and evoke a familiar feeling. Key elements of the design are the weather resistant tables and chairs, as well as taking advantage of the openness of the FOH layout to display our products in a beautiful manner. The images below show the look and feel we hope to achieve in Curate Café.

Please see below for images that reflect the feel intended for the exterior, the presentation of the food and packaging. These images are not meant to be literal representations of how the restaurant will actually be designed, but are rather to serve as inspiration and to help communicate the proposed restaurant.










Gourmet
Truck


RETURN
PACKAGING
US TO US TO US
GET GET
STAMPED
COLLECT
TEN TEN







APPROVED
DEC 15 2022
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT **NO.** 22-315

DATE: December 15, 2022 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – APPROVAL OF AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE FOOD AND BEVERAGE CONCESSION; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre		M. Rudnick	MR
H. Fujita		C. Santo Domingo	
B. Jackson		N. Williams	

General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

1. Approve the proposed Agreement (Agreement) with Julio C. Douglas, Sole Proprietor (Concessionaire) for the operation and management of the Echo Park Boathouse Café Concession (Concession) for a term of two (2) years commencing on September 14, 2022, in substantially the form attached to this Report as Attachment 1 and subject to approval as to form by the City Attorney;

2. Find as the contract awarding authority, in accordance with Charter Section 371(e)(10) and 372, that the use of competitive bidding or proposals for the services to be provided by Concessionaire are undesirable and impractical as Concessionaire's services are immediately desired on a temporary basis while the Department of Recreation and Parks (RAP) prepares a competitive solicitation process for the Concession and Concessionaire was the only vendor who submitted a proposal in connection with RAP's previous outreach efforts for the Concession;

2. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and

economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;

3. Authorize the General Manager or Designee to execute the proposed Agreement substantially in the form attached to this report (Attachment 1) upon receipt of all necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this report and proposed Agreement;

4. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or facility involving negligible or no expansion of use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk; and,

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of $75.00 for the purpose of filing a Notice of Exemption (NOE).

SUMMARY

The Echo Park Boathouse Café Concession (Concession) is situated within the fifteen hundred (1,500) square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake).

On April 20, 2016, the Board of Recreation and Parks Commissioners (Board) approved a Request for Proposals (RFP) for the operation and maintenance of the Concession with a term of five (5) years, with one (1) five (5) year renewal option through Report No. 16-093 (Attachment 2). In response, RAP received two proposals on June 21, 2016: One from MDDJ and another from MTI, Investments Inc. (MTI). On October 19, 2016, the Board approved the award of the contract to MTI for a term of five (5) years through Board Report 16-224 (Attachment 3) and it was executed on April 3, 2017. MTI subsequently filed an Articles of Incorporation to continue to operate under a different name, Arete Vintage Reserve (Arete). However, in 2020, the COVID-19 pandemic brought on many challenges for Arete and on October 1, 2020, prior to the expiration of the five (5) year term of the Agreement, Arete informed RAP it was no longer able to sustain operations at the Concession due to financial challenges, and vacated the Concession premises in December 2020.

Due to the vacancy and the immediate need to secure a food and beverage concession at the premises for the public, RAP conducted outreach in 2021 to local similar businesses interested in operating the Concession on an immediate, short-term basis and requested interested vendors

to submit a proposal for the Concession operation. Julio C. Douglas, operator of the nearby Street Level Café, was the only person/entity that submitted a proposal and on September 14, 2021, RAP issued a one (1) year permit to Mr. Douglas to operate the café as The Echo Park Boathouse Bistro. Issuing the permit allowed RAP staff time to analyze market conditions during the pandemic and after the closure of Echo Park in connection with renovations at the park. RAP staff has determined that additional time is needed for a thorough assessment of the Concession and market conditions post the pandemic and for the development of an RFP for a long term Agreement for the Concession. Therefore, RAP staff recommends that a two year agreement with the Concessionaire be approved in the form attached as Attachment 1 to this Report. The Agreement would have an effective commencement date of September 14, 2022 to coincide with the expiration of the initial permit to the Concessionaire.

The Echo Park Boathouse Bistro offers a food and beverage menu (Attachment 4) that includes breakfast and lunch options serving specialty coffee, smoothies, breakfast sandwiches, chicken and waffles, salads, and fresh fruit. The menu is currently being upgraded to include hot soups as a winter food option. Beer and wine will be served upon approval of a pending Alcoholic Beverage Control (ABC) license. The outdoor seating area was increased to expand seating capacity and enhance the café's ambiance.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of issuance of a license to use an existing structure, involving negligible or no expansion of use.

According to the parcel profile report retrieved December 7, 2022, this area resides in a liquefaction and in a methane zone but the issuance of a permit of use or food consumption will not create conditions that could lead to liquefaction or expose citizens to the risks related to methane seepage. Therefore, there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances.

No other known projects would involve cumulatively significant impacts, and future projects that are related to this permit will be evaluated according to the California Environmental Quality Act (CEQA). As of December 7, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at https://geotracker.waterboards.ca.gov/) have not listed the Project site or any contaminated sites near the project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. The proposed project is located within Echo Park a City of Los Angeles Historic Cultural Monument (HCM #836). However, since the site has been historically used as a café, the proposed project will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board of Recreation and Parks

Commissioners (Board) determines that it is categorically exempt from the provisions of the CEQA pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT STATEMENT

To date, Concessionaire has paid approximately $25,000 to RAP in rental payments. This Agreement would guarantee a revenue share fee of the greater of $2000.00 a month ($3,000 starting March 1, 2023 or the date on which Concessionaire receives an ABC license, whichever is earlier) or a percentage of gross receipts as follows: Five percent (5%) on all sales of food and non-alcoholic beverages, plus eight percent (8%) on all sales of alcohol.

STRATEGIC PLAN ITINTIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 6: Build Financial Strength & Innovative Partnerships
Outcome No. 2 Improved management of rental facilities and concessions
Result: The approval of this Report will allow park visitors and the neighboring community to continue to enjoy high quality food and beverage for their enjoyment while generating revenue to RAP.

LIST OF ATTACHMENTS

1) Proposed Agreement for the Operation and Management of the Echo Park Boathouse Café
2) Board Report No. 16-093
3) Board Report No. 16-224
4) Echo Park Boathouse Bistro Menu and Price List

This report was prepared by Sonia Robinson, Management Analyst, Special Operations Branch, Concessions Unit.

ATTACHMENT 1

CONCESSION AGREEMENT
FOR THE
OPERATION AND MANAGEMENT OF
ECHO PARK BOATHOUSE CAFÉ

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

JULIO C. DOUGLAS, Sole Proprietor

SAMPLE

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SAMPLE

CONCESSION AGREEMENT FOR
OPERATION AND MANAGEMENT OF ECHO PARK BOATHOUSE CAFÉ

THIS Agreement (hereinafter "AGREEMENT" or "CONTRACT") is made and entered into this _____ day of _____, 202_, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY") acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), and JULIO C. DOUGLAS, a Sole Proprietor (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, RAP seeks to serve the public by providing food and beverage services at the Echo Park Lake Boathouse Café (hereinafter "CONCESSION"); and

WHEREAS, RAP 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, RAP 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 conduct outreach to local similar businesses to operate the Echo Park Lake Boathouse Café due the CONCESSION being suddenly vacated by the previous operator; and

WHEREAS, CONCESSIONAIRE was the only respondent to such outreach; and

WHEREAS, having reviewed CONCESSIONAIRE's ability to operate the CONCESSION, RAP issued a one (1) year permit to CONCESSIONAIRE to operate the CONCESSION on a temporary basis to allow time for RAP to test the market for the CONCESSION during the COVID-19 pandemic and after the temporary closure of the park for renovations; and

WHEREAS, RAP AND CONCESSIONAIRE desire to enter into this Agreement for the operation and management of the CONCESSION, to provide food, beverage and related services to the public.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of twenty-seven (27) pages and eight (8) exhibits (A-H) attached hereto

SAMPLE

BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, acting by and through its Department of Recreation and Parks.
CONCESSION:	Echo Park Boathouse Café Food and Beverage Concession
CONCESSIONAIRE:	Julio C. Douglas, Sole Proprietor
FACILITY:	Echo Park Lake Boathouse Café located at 751 N. Echo Park Ave., Los Angeles, CA 90026
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
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9/22) [V.1] 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, including beer and wine, and offer related services as approved by the GENERAL MANAGER. 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.

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While CONCESSIONAIRE is granted the exclusive right to sell food and beverages to the general public at the PREMISES, this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks to the area, nor does it prohibit RAP from hiring outside caterers for RAP-hosted events.

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

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

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: 751 N. Echo Park Ave., Los Angeles, CA 90026. The PREMISES shall include the FACILITY and all, if any, portions of the CONCESSION that the GENERAL MANAGER, by express written consent, approves for offering food and beverage services. Location of PREMISES is 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 PREMISES to CONCESSIONAIRE 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 two (2) years, commencing on September 14, 2022 ("Commencement Date"). This AGREEMENT may be terminated at any time by CONCESSIONAIRE or GENERAL MANAGER, by giving at least thirty (30) days written notice to the other party stating the date upon which this AGREEMENT shall terminate.

RAP may terminate this AGREEMENT upon execution of a new Concession Agreement for the PREMISES, including execution of a contract resulting from a Request for Proposal. Upon receipt of a written notice of termination, CONCESSIONAIRE agrees to discontinue occupancy and/or any activity being performed on or within the PREMISES. The right of the GENERAL MANAGER to terminate this AGREEMENT is and shall remain unconditional. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT.

RAP shall have the right to reenter the PREMISES on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise, and

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may permit any other person, firm or corporation to enter upon the PREMISES and use the same.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. **Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. 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 main dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti at 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 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 operations at the PREMISES, 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

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discrimination.

2. CONCESSIONAIRE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section PSC-9 of the Standard Provisions, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said PREMISES 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 RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

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

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

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

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

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

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

4. **Approval of Employees, Volunteers and Subcontractors**
RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. 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.

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 sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

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. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages.

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3. The sale of beer and wine is permitted at the CONCESSION. CONCESSIONAIRE shall post signs prohibiting the sale of alcoholic beverages to minors and shall take all additional necessary action(s) to ensure that beer and wine are not dispensed to minors. Sale of alcoholic beverages requires a license from and compliance with the rules and regulations of the Alcoholic Beverage Control Board (ABC).

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, 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. Menus must also include vegan protein entrée options for those patrons following a plant-based diet. 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 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 C). All food and beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

7. 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.

8. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly

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agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic.

9. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

G. **Diversion of Business**

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

H. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

As a courtesy, CITY shall at no cost to CONCESSIONAIRE, provide certain equipment (which shall remain the property of CITY) as specified in the City-Owned Equipment List (Exhibit D). The CITY reserves the right to remove or salvage any and all items of City-Owned Equipment. CITY shall not be responsible for the replacement or repair of said items. No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP.

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 three (3) 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, 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. RAP will be responsible for utility lines and repairs, including telephone; heat exchangers, fans, controls and electric panels; all plumbing and refrigeration, and the exterior of the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

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.

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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, shall restore said PREMISES and improvements thereto to 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. Concessionaire shall pay $450.00 a month to RAP for the utility services of water, electricity, and natural gas. 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, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for 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.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner

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possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the CONCESSION PREMISES.

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

M. **Vending Machines**
CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, 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, 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 E) (see SECTION 19, “NOTICES,” for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

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

S. **Security**
CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting

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the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

T. **Quiet Enjoyment**

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

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."

SECTION 6. HOURS / DAYS OF OPERATION

The CONCESSION must be open 8:00 AM to 8:00 PM daily, but may close for Thanksgiving Day and Christmas day.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER. Additional hours of business shall be at CONCESSIONAIRE'S discretion, keeping in line with the hours of Echo Park. Final determination of hours of operation are at the discretion of the General Manager.

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 7. MONTHLY RENTAL PAYMENT

A. Revenue Sharing Fees

As part of the consideration for the granting of the CONCESSION though this AGREEMENT, CONCESSIONAIRE shall pay to RAP monthly revenue sharing fees as follows:

The greater of:

- For the period from the Commencement Date until March 1, 2023, a monthly minimum amount of $2,000.00. Beginning March 1, 2023 or upon CONCESSIONAIRE obtaining a ABC license for the sale of

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alcohol, whichever is earlier, the monthly minimum amount shall be $3000.00

or

A percentage of gross receipts as follows: Five percent (5%) on all sales of food and non-alcoholic beverages, plus eight percent (8%) on all sales of alcohol. Refer to Section C. below for the definition of "Gross Receipts."

B. **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 F) shall be addressed to:

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

C. **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;

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8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;

9. Fair market trade-in allowance, in the event merchandise is taken in trade;

10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;

11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, 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;

14. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

D. **Monthly Revenue Reports**

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit F) for the month for which a payment is submitted.

E. **Late Payment Fee**

Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, 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.

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, 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.

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F. **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 8. 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 7 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 9. INSURANCE

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

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SECTION 10. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all 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 CONCESSIO 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.

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, 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.

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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 H) 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

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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 foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, 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 refurnishing/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.

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, 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. Concessionaire must

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abide by any Integrated Pest Management (IPM) Guidelines prescribed by, and at the discretion of, the RAP General Manager.

SECTION 11. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.

2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighters 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

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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 12. RATIFICATION

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

SECTION 13. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Five Thousand Dollars ($5,000) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit
CONCESSIONAIRE'S Deposit shall be in the following form:

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

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

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

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

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SECTION 14. TAXES, PERMITS, AND LICENSES

A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents ($1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars ($1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents ($1.48) per calendar quarter for each additional One Thousand Dollars ($1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars ($1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 15. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 15, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 16. BUSINESS RECORDS

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

A. **Employee Fidelity Bonds**

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

B. **Cash and Record Handling Requirements**

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

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

1. Regular books of accounting such as general ledgers.

2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

4. Cash 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.

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The POS system must be able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports if requested.

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 and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 17. REGULATIONS, INSPECTION, AND DIRECTIVES

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

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

B. **Conformance with Laws**

CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;

2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;

3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,

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4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. **Permissions**

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

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

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

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits

E. **Control of Premises**

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

F. **First Source Hiring Ordinance**

Unless otherwise exempt 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.

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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.

SECTION 18. SURRENDER OF POSSESSION

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

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

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES

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to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 19. NOTICES

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

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

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

Julio C. Douglas
Attn: Concession Manager
1166 Glendale Blvd.
Los Angeles, CA 90026
slcboathouse@gmail.com

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

SECTION 20. INCORPORATION OF DOCUMENTS

SAMPLE

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. 9/22) [v.1]
B. Concession Premises Map
C. Good Food Purchasing Program (Rev. 9/17)
D. City-Owned Equipment List
E. Form General No. 87 "Non-Employee Accident or Illness Report"
F. Monthly Revenue Report
G. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
H. Special Occurrence and Loss Report

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 G, 4) Exhibit B, 5) Exhibit C, 6) Exhibit D 7) Exhibit E, 8) Exhibit F, 9) Exhibit H.

(*Signature Page to Follow*)

SAMPLE

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

CONCESSIONAIRE

BY: _____ DATE: _____

Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____ DATE: _____

Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

SAMPLE

AGREEMENT EXHIBIT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

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 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** toperfect, 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 ContractualRequirements 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 Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose 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. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____

_____

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

____ **Pollution Liability** _____

☐ _____

____ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

_____

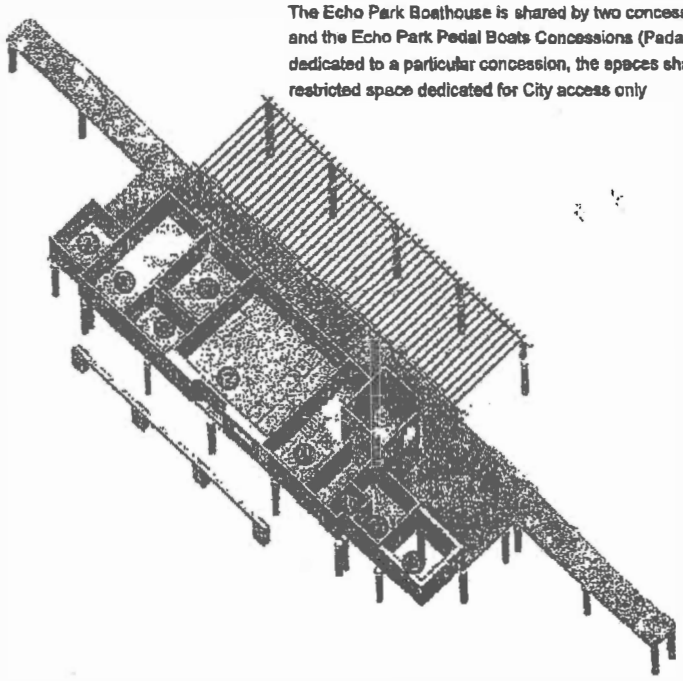
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Exhibit B

Echo Park Boathouse - Echo Park Boathouse Café Concession Premises

The Echo Park Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Pedal Boats Concessions (Pedal Boats). Exhibit A, Page 1 of 2, identifies the spaces dedicated to a particular concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only



1. BOATHOUSE DOCK (Pedal Boats)
2. CONCESSION ROOM (Shared Space)
3. SUPPLY/ STORAGE ROOM (Pedal Boats)
4. COMMERCIAL KITCHEN (Café)
5. TOWER (Restricted Area - City Access Only)
6. OFFICE (Café)
7. CASHIERS OFFICE (Café)
8. BOAT REPAIR ROOM (Pedal Boats)
9. EXTERIOR STORAGE/ TRASH (Café)
10. RESTROOM (Café)
11. LOCKER/ STORAGE ROOM (Café)

EXHIBIT B

Echo Park Boathouse (Boathouse) Floor Plan and Key Notes

The Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Boathouse Pedal Boats (Pedal Boats). The Bureau of Engineering provided this Boathouse Floor Plan and Key Notes. The Key Notes indicate locations of the renovated features and equipment installed by the City (Page 1 of 2). Page 2 of 2 is a list of the renovated features and equipment installed by the City. Refer to Exhibit A, Premises Map for spaces dedicated to Café operation. Refer to Exhibit B for the City-Owned Equipment.

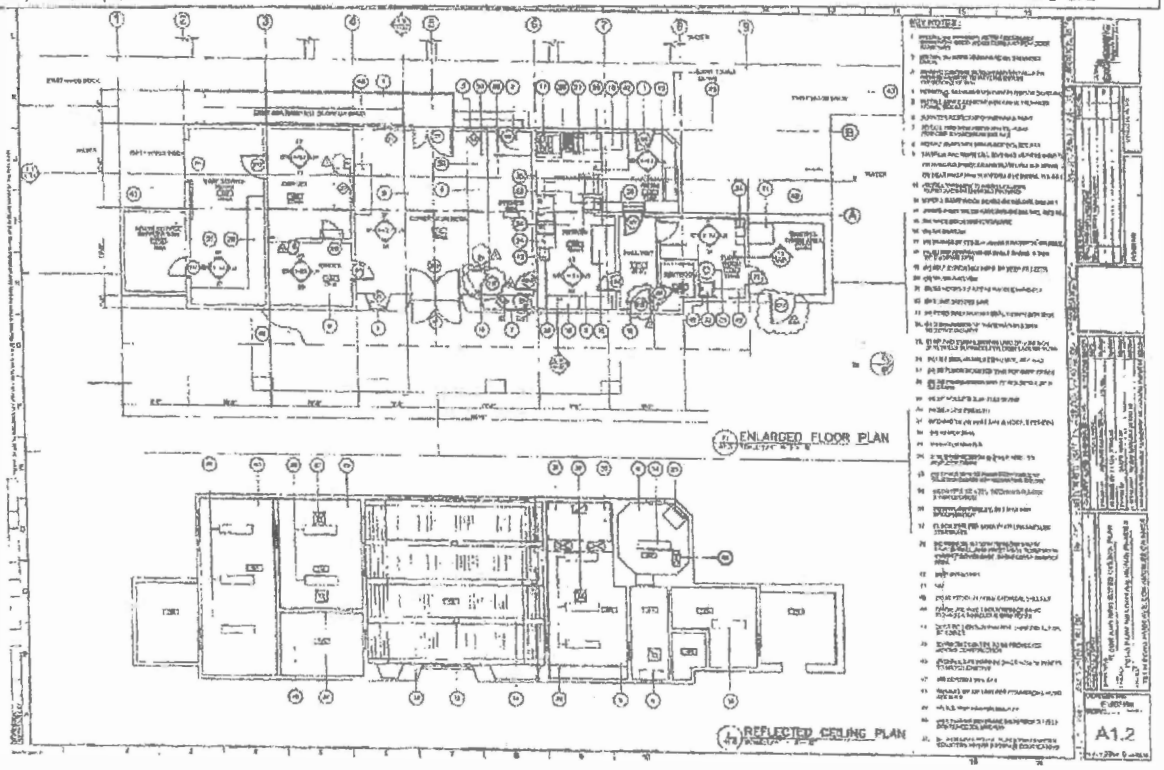


EXHIBIT C



GOOD FOOD PURCHASING PROGRAM

GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for Food Service Institutions

CENTER FOR GOOD FOOD PURCHASING

SEPTEMBER 2017



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“GOVERNMENTS HAVE FEW SOURCES OF LEVERAGE OVER INCREASINGLY GLOBALIZED FOOD SYSTEMS, BUT PUBLIC PROCUREMENT IS ONE OF THEM.

When sourcing food for schools, hospitals, and public administrations, governments have a rare opportunity to to support more nutritious diets and more sustainable food systems in one fell swoop."

OLIVIER DE SCHUTTER
Former U.N. Special Rapporteur on the Right to Food (2014)

ACKNOWLEDGEMENTS

The Good Food Purchasing Standards for Food Service Institutions were made possible by the generous contributions of many individuals. The Center for Good Food Purchasing is grateful for the expertise and guidance of the following contributors and reviewers who participated in the update process for the Good Food Purchasing Standards, Version 2.0.

CONTRIBUTORS

The Center for Good Food Purchasing would especially like to thank the following individuals for providing sustained guidance and direction during the development of the Good Food Purchasing Standards, Version 2.0:

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The Center for Good Food Purchasing was fortunate to receive invaluable input on our Good Food Purchasing Standards, Version 2.0 from the following individuals:

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Stefanie Wilson Animal Legal Defense Fund

The Center for Good Food Purchasing is a project of Community Partners.



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WHY PROCUREMENT?

Every year, institutions across the United States - from school districts to city governments - spend billions of dollars on food purchases.

By exercising their buying power and building Good Food purchasing practices into their work, food service institutions can influence supply chains and lead the movement for a values-based food system – a food system that is healthy, ecologically sound, economically viable, socially responsible, and humane.

While many institutions recognize that their food purchases can have a major impact on improving the food system and have the will to buy better food, often they have no idea where their food is coming from or how it was produced. And this is information that matters.

Creating a values-based food system begins with increasing transparency along the entire supply chain to better understand relationships between vendors, distributors and their suppliers.

The Good Food Purchasing Program provides institutions with the framework and tools to help facilitate values-based purchasing and build a more equitable and sustainable food system.



Public institutions, in particular, play a critical role in increasing access to Good Food.

Public institutions often provide food to communities with the least access to Good Food. Through their reach to some of the most vulnerable populations, public programs help ensure that all residents have access to healthy, high quality food. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. They provide a buffer against hunger and also serve as a primary source of nutrition for many residents, including children and seniors. By engaging in Good Food purchasing practices, public institutions that serve large numbers of low-income people can guarantee that Good Food is a right and not a privilege.

Public institutions spend taxpayer dollars to purchase food and as policymakers, they have the responsibility to ensure that public food contracts reflect a community's values. They have an opportunity to use the public contracting process to create greater accountability along their supply chains, by asking for companies with whom they work for strong commitments to transparency and the institution's values.

Public institutions are community leaders – when they take a stand for their values, others follow.



GOOD FOOD PURCHASING PROGRAM® OVERVIEW

The Center for Good Food Purchasing's Good Food Purchasing Program provides a metric-based, flexible framework that encourages large institutions to direct their buying power toward five core values:

1. local economies,
2. environmental sustainability,
3. valued workforce,
4. animal welfare, and
5. nutrition

Through the Program, the Center works with institutions to establish supply chain transparency from farm to fork, evaluate how current purchasing practices align with the Good Food Purchasing Standards, set goals, measure progress, and celebrate successes in using institutional purchasing power to improve the food system.

PARTICIPATION COMMITMENTS

Good Food Purchasing Program participants commit to the following core components:

1. Meet at least the baseline standard in each of the five value categories, as outlined in the Good Food Purchasing Standards;
2. Incorporate the Good Food Purchasing Standards and reporting requirements into new RFPs and contracts;
3. Establish supply chain transparency to the farm of origin that enables the commitment to be verified and tracked over time;
4. Commit to annual verification of food purchases by the Center to monitor compliance, measure progress, and celebrate success.

The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.

GOOD FOOD VALUES

Improving equity, affordability, accessibility, and consumption of high quality, culturally relevant Good Food in all communities is central to advancing Good Food purchasing practices.

LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

VALUED WORKFORCE

Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.





GOOD FOOD PURCHASING PROGRAM® PARTICIPATION: PHASES & KEY STEPS

The Center for Good Food Purchasing provides planning, implementation and evaluation support for institutions involved with the Good Food Purchasing Program. The Center works with institutions at every step of a two-phase, multi-step process, which includes:

1. measuring an institution's baseline;
2. identifying goals and developing an action plan;
3. improving impact and tracking progress;
4. institutionalizing Good Food Purchasing goals; and
5. celebrating success.

The following overview outlines the primary activities over two phases of an institution's Good Food Purchasing Program participation.

“WE DIDN’T HAVE TO INVENT THE PROCESS FROM SCRATCH. WE COULD HAVE ASSISTANCE FROM A TRIED-AND-TRUE process, and at the same time, develop our own goals and processes that would reflect our values in our community.”

EDWIN MARTY
Food Policy Manager, City of Austin Office of Sustainability

PHASE 1

Phase One begins with examining current food purchasing practices through a baseline assessment to understand existing alignment with the Good Food Purchasing Program Standards in the five value categories. The baseline assessment is conducted by the Center for Good Food Purchasing.

STEP 1: BASELINE ASSESSMENT

Conduct Good Food Purchasing Program Overview Briefing:

- Introductory meeting with institution and the Center.

Notify Vendors & Begin Data Collection:

- Institution informs vendors of commitment to the Good Food Purchasing Program, discusses data collection needs, and determines a feasible timeline for data collection.

Collect & Submit Data:

- Vendors submit data to institution. Institution shares data with the Center for review.

Conduct Baseline Assessment:

- The Center analyzes purchasing data and provides a detailed evaluation of institution's current alignment with each value category.

STEP 2: GOAL SETTING

Discuss Baseline Assessment:

- Institution and the Center discuss the results of the baseline assessment and identify short and long-term purchasing goals.

Develop Action Plan:

- Institution, with technical support from the Center and any additional local partners, develops a multi-year Good Food Purchasing action plan roadmap.

PHASE 2

Phase Two involves commitment to improving Good Food Purchasing practices over time, which is documented through annual verification and celebration of achievements. The Center issues a Good Food Provider verification seal to an institution once it meets at least a baseline standard in each of the five value categories.

STEP 3: IMPROVE IMPACT & MEASURE PROGRESS

Make Purchasing Shifts to Meet Action Plan Milestones

- Institution uses action plan to make purchasing shifts, which help meet or exceed the baseline in the five value categories, in partnership with vendors and local partners.

Collect Updated Purchasing Data from Vendors:

- Institution collects purchasing data from vendors annually.

Track Progress & Award Star Rating:

- The Center analyzes data and provides a detailed report with a star rating to institution on its overall performance, progress within each value category, and trends.



ANNUAL REPORTING REQUIREMENTS

1) Submit Food Service Operations Overview form (i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served).
2) Submit Baseline Nutrition Self-Assessment.
3) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
4) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
    i. Product name;
    ii. Unit type purchased (e.g. cases, bunches, packs);
    iii. Number of units purchased;
    iv. Volume per unit (e.g. ounces, lbs);
    v. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
    vi. Amount spent by institution for each product, to include:
        i. Price per unit;
        ii. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS

Adopt Formal Policy and Incorporate Good Food Purchasing Program Language into RFPs and Contracts

- Institution adopts formal policy and incorporates Good Food Purchasing Program language into new bids and contracts. (See Appendix A for template policy language).

STEP 5: CELEBRATE SUCCESS

Issue Verification Seal and Branded Materials (When Applicable)

- The Center issues a Good Food Provider verification seal to the institution once it meets at least a baseline standard in each of the five value categories.

Publicly Recognize Leadership

- Institution, local partners, and the Center share annual public progress report and publicly celebrate progress.



GOOD FOOD PURCHASING STANDARDS AND SCORING SYSTEM OVERVIEW

The Good Food Purchasing Standards are a central component of the Good Food Purchasing Program. The Standards provide institutions with a roadmap for working towards a more sustainable and equitable food system. An institution is expected to meet a baseline in each value category by sourcing a certain percentage of food from producers that reflect each of the five values. The Standards set a basic minimum in each value category, but encourage institutions to earn higher levels of achievement through a flexible, points-based scoring system. Key aspects of the scoring system include:

BASELINE STANDARD

Each of the five value categories has a baseline standard. To become a Good Food Provider, an institution must meet at least the baseline in each of the five values.

CERTIFICATION-BASED

Standards are primarily based off of third-party certifications that have been identified as meaningful and ranked by national experts in each category.

FLEXIBLE, TIERED POINT SYSTEM

Performance is measured using a points-based formula in which points are accumulated based on level of achievement. There are three levels in each category, with higher levels worth more points. Points are awarded for each category individually, allowing institutions to accommodate their priorities and constraints by participating at the baseline in some categories and earning additional points by going above and beyond in other categories.

AGGREGATION OF POINTS AND STAR RATING

Points earned in each category are added together to determine the overall number of points. A star rating is awarded based on the total number of points earned. The minimum score needed to earn One Star and the Good Food Provider seal is five (one point in each category). As points accumulate, higher star ratings are awarded according to the chart below. A participant that earns five or more points only receives the Good Food Provider seal if they meet the baseline standard in each category.

INCREASED COMMITMENT OVER TIME

To maintain the star rating, an institution increases the amount of Good Food purchased each year.

GOOD FOOD PURCHASING AWARD LEVELS

STAR RATING	POINTS
★	5-9
★★	10-14
★★★	15-19
★★★★	20-24
★★★★★	25+

SAMPLE SCORESHEET

***Example**: Institution A serves nutritious meals to low-income children. They use their purchasing power to support local businesses and well-paying jobs, so they have prioritized Local Economies, Valued Workforce, and Nutrition. They are satisfied meeting the baseline standard in Environmental Sustainability and Animal Welfare.*

LOCAL ECONOMIES	6 points	We create opportunities for businesses in our community to thrive. We purchase over 50% of our food from producers within 250 miles, including very small farmers and businesses owned by women and entrepreneurs of color.
ENVIRONMENTAL SUSTAINABILITY	1 point	We purchase over 15% of food from producers with high environmental stewardship standards, including organic practices and chicken produced without routine antibiotics. We have also adopted a less meat, better meat strategy to decrease our carbon and water footprint.
VALUED WORKFORCE	6 points	We purchase over 10% of our food from suppliers who pay their workers living wages and respect health and safety regulations. Many of the workers in our supply chain are represented by a union contract. This is a high bar by industry standards and something we work actively with our suppliers to improve even further.
ANIMAL WELFARE	1 point	Our menus feature plant-forward dishes, which has led to a 15% reduction in the total volume of animal products purchased. At the same time, we purchase higher welfare meat products.
NUTRITION	3 points	We purchase whole, seasonal fruits and vegetables, prioritize plant based menu items and minimize added sugars and sodium. We feature our most nutritious menu times in high-visibility areas to make healthy choices easy.
TOTAL:	**17 POINTS**	**STAR RATING: ★★★**



“THE GOOD FOOD PURCHASING PROGRAM PROVIDES US WITH A TOOL TO EVALUATE AND TALK IN CONCRETE TERMS ABOUT THE WORK WE'RE DOING TO IMPROVE OUR FOOD PROCUREMENT.

It demonstrates in dollar terms the magnitude of the improvements we have made. It also provides a framework for setting goals around issues we haven't been able to work on yet, like increasing our purchases from suppliers with fair and humane labor practices.”

JENNIFER LE BARRE
Nutrition Services Director, Oakland Unified School District



LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

LOCAL ECONOMIES

PURCHASING GOALS

STRATEGIES

- INCREASE SPEND ON LOCAL FOOD

	SOURCING TARGETS, BY YEAR TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 **BASELINE**	**Option 1: Increase Local Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 local food sources (see page 22 for qualifying sources). OR 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources. **Option 2: Submit Plan for Baseline Achievement Within 1 Year** If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	**Increase Local Food Spend:** 25% of the total dollars spent annually on food products will come from Level 1 local food sources by fifth year of participation (see page 22 for qualifying sources).	**1**
LEVEL 2	**Increase Local Food Spend:** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 local food sources (see page 22 for qualifying sources). OR 10% of the total dollars spent annually on food products with a goal of increasing at least 2% per year, will come from Level 3 local food sources.	**Increase Local Food Spend:** 25% of the total dollars spent annually on food products will come from Level 2 local food sources by fifth year of participation (see page 22 for qualifying sources).	**2**
LEVEL 3	**Increase Local Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources (see page 22 for qualifying sources).	**Increase Local Food Spend:** 25% of the total dollars spent annually on food products will come from Level 3 local food sources by fifth year of participation (see page 22 for qualifying sources).	**3**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies Category.

LOCAL ECONOMIES
EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Local Economies Extra Points section.

1

At least 1% of food is purchased from small scale and family or cooperatively-owned farms (per the USDA definition of farm size in the most recent USDA Census of Agriculture) and located within 250 miles.

1

At least 5% of food is grown/raised AND processed in the same county as institution.

1

At least 1% of food is purchased directly from farmer-owned businesses.

1

At least 1% of food is purchased from Socially Disadvantaged, Beginning, Limited Resource, Veteran, Women, Minority, or Disabled Farmers/Ranchers.

1

An institution purchases product from suppliers outside 250 mile range, but from small-scale operations and certified by Fairtrade International (FLO) or Small Producer Symbol (SPP).

1-3
DEPENDING ON RIGOR OF PROGRAM

Institution develops and implements long-term plan to encourage and invest in value-chain innovation among its suppliers.
Examples of qualifying initiatives:

- Help develop new distribution infrastructure to facilitate working with very small growers, processors or other food businesses.
- Guarantee a certain volume of purchases to small growers prior to each planting cycle.
- Work with suppliers to include alternate ingredients in processed food items that support the Good Food value categories.
- Finance suppliers' certification processes to help them participate in Level 3 certification initiatives.[1]

1-3
DEPENDING ON RIGOR OF PROGRAM

Institution actively supports or sponsors initiatives that directly promote quality employment or business ownership opportunities for low-income entrepreneurs of color or disadvantaged communities.
Examples of qualifying initiatives:

- 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.
- For new facilities development, create a Community Benefits Agreement that considers the workforce, community development and environmental impact of the development.
- Establish a formal hiring policy, which prioritizes hiring local residents with 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 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.

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

LOCAL ECONOMIES
QUALIFYING CRITERIA

The geographic radius of local is defined by region, with agreement by the Center, depending on regional variation in food production patterns. Otherwise, local is defined as:

LEVEL 1

Size
- Produce: Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture)[3] (>$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Very large scale operations (>$50 million)[4]

AND

Ownership
- Family farm[5] or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius
- Within 250 miles[6]

LEVEL 2

Size
- Produce: Large scale operations (Between $1 million and $5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between $20 million and $50 million)

AND

Ownership
- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius
- Within 250 miles[7]

LEVEL 3[2]

Size
- Produce: Large scale operations (Between $1 million and $5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between $20 million and $50 million)

AND

Ownership
- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius
- Within 250 miles[8]

2 For single and multi-ingredient products, with at least 50% of ingredients sourced from a family or cooperatively-owned medium scale operation within 250 miles, greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:
  - 100% credit if source farm meets Level 3 criteria.
  - 66% credit if processor or shipper AND distributor, but NOT source farm, meet Level 3 criteria.
  - 33% credit if processor or shipper OR distributor, but NOT source farm, meet Level 3 criteria.

3 United States Department of Agriculture (January 2015). "2012 Census of Agriculture: Farm Typology. https://www.agcensus.usda.gov/Publications/2012/Online_Resources/Typology/typology13.pdf.

4 Size ranges for meat, poultry, eggs, dairy, seafood, and grocery items are based off of internal analysis of suppliers and align with Real Food Challenge's definitions.

5 As defined by the USDA, a majority of the business is owned by the operator and individuals related to the operator. https://www.ers.usda.gov/topics/farm-economy/farm-household-well-being/glossary.aspx#familyfarm.

6 Note: this radius is 500 miles for meat.

7 Note: this radius is 500 miles for meat.

8 Note: this radius is 500 miles for meat.



ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant forward menus, which feature smaller portions of animal proteins in a supporting role.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 BASELINE	**Option 1: Increase Environmentally Sustainable Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 environmentally sustainable sources (see page 29 for qualifying criteria). OR 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria). **Option 2: Reduce Carbon and Water Footprint** a) Reduce carbon footprint[9] and water footprint[10] of meat, poultry, and cheese purchases by at least 4% per meal served from baseline year, with an 8% reduction goal within two years, and a 20% reduction goal within five years; [11, 12] AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least two source reduction strategies[13] that address most wasted food items identified in audit. (See Appendix B for a menu of options).[14] **Option 3: Submit Plan for Baseline Achievement Within 1 Year:** If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	**Option 1: Increase Environmentally Sustainable Food Spend** 25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation in the Good Food Purchasing Program (see page 29 for qualifying criteria). **Option 2: Reduce Carbon and Water Footprint** a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year; AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).	**1**

ADDITIONAL LEVEL 1 REQUIREMENTS CONTINUED ON PAGE 25

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

9 See next page for conversion factors for carbon footprint.
10 See next page for conversion factors for water footprint.
11 The baseline year is the year in which institution initiates its meat reduction efforts.
12 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.
13 Qualifying food resource recovery strategies will be determined based on adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.
14 An institution may choose to conduct waste audit at a select number of sample sites.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

LEVEL 1
BASELINE

ADDITIONAL LEVEL 1 REQUIREMENTS

TARGET: YEAR 1	TARGET: YEAR 5
No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.	No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.
At least 25% of animal products[15] are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.[16, 17]	At least 50% of animal products are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.[18]

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

CONVERSION FACTORS FOR CARBON FOOTPRINT:

Food Product	lb CO2/lb edible
Beef	26.5
Cheese	9.8
Pork	6.9
Poultry	5.1
Fish	3.8
Other Dairy + Eggs	3.3

Source: Heller, M. C. and Keoleian, G. A. (2015), Greenhouse Gas Emission Estimates of U.S. Dietary Choices and Food Loss. Journal of Industrial Ecology, 19: 391–401.

CONVERSION FACTORS FOR WATER FOOTPRINT:

Food Product	Blue + Green gallons/lb edible
Beef	1,590
Pork	475
Cheese	382
Poultry	230
Other Dairy + Eggs	139
Fish	Pending

Source: Mekonnen, M.M. and Hoekstra, A.Y. (2012) A global assessment of the water footprint of farm animal products, Ecosystems, 15(3): 401–415.

15 Animal product refers to any products derived from an animal, including meat, poultry, eggs and dairy.
16 In qualifying products, medically important antimicrobial drugs (i.e. those in the same class of antibiotics used in human medicine) may be used for non-routine disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.
17 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
18 See footnote 16 for definition.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 2	**Option 1: Increase Environmentally Sustainable Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 environmentally sustainable sources (see page 29 for qualifying criteria). OR 10% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying sources).	**Option 1: Increase Environmentally Sustainable Food Spend** 25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation (see page 29 for qualifying criteria).	**2**
	Option 2: Reduce Carbon and Water Footprint a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by 5% per meal served from baseline year, with a 10% reduction goal within two years, a 15% reduction in three years and 25% reduction within five years;[19] AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies[20] that address most wasted food items identified in audit and donate all recoverable food once per month.[21]	**Option 2: Reduce Carbon and Water Footprint** a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year; AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).	
	LEVEL 2 ADDITIONAL REQUIREMENTS At least 25% of seafood purchased should be listed as "Best Choice" and no seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. At least 30% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[22, 23]	At least 50% of seafood purchased should be listed as "Best Choice" and no seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. At least 60% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[24]	

19 The baseline year is the year in which institution initiates its meat reduction efforts.
20 Qualifying food resource recovery strategies will be determined based adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.
21 An institution may choose to conduct waste audit at a select number of sample sites.
22 In qualifying products, antimicrobial drugs (both medically important and otherwise) may be used for disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.
23 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
24 Refer to footnote 22 for definition.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 3	15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria); AND Reduce carbon and water footprint of meat, poultry, and cheese purchases by 6% per meal served from baseline year, with a 12% reduction goal within two years and 30% reduction within five years;[25] AND Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies[26] that address most wasted food items identified in audit, donate recoverable food twice per month, and implement one food recycling strategy (e.g. anaerobic digestion or composting).[27]	25% of the total dollars spent annually on food products will come from Level 3 environmentally sustainable sources by fifth year of participation; AND Reduce carbon and water footprint of meat, poultry, and cheese purchases, per meal served by 30% from baseline year; AND Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least four source reduction strategies that address most wasted food items identified in audit, donate recoverable food once per week, and implement two food recycling strategies.	**3**

LEVEL 3 ADDITIONAL REQUIREMENTS

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. At least 50% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[28, 29]	All seafood purchased should be listed as “Best Choice” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. All animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[30]

25 The baseline year is the year in which institution initiates its meat reduction efforts.
26 Qualifying food resource recovery strategies will be determined based on adherence to EPA’s Food Recovery Hierarchy. See Appendix B for menu of options.
27 An institution may choose to conduct waste audit at a select number of sample sites.
28 Refer to footnote 22.
29 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
30 Refer to footnote 22.

ENVIRONMENTAL SUSTAINABILITY
EXTRA POINTS

EXTRA POINTS	In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.
1	Institution participates in "Meatless Mondays" campaign or any equivalent meatless day program.
1	100% of disposable flatware, dishes, cups, napkins and other service items are compostable.
1	No bottled water is sold or served, and plain or filtered tap water in reusable jugs, bottles or dispensers is available.

ENVIRONMENTAL SUSTAINABILITY
QUALIFYING CRITERIA

	LEVEL 1	LEVEL 2	LEVEL 3
FRUITS & VEGETABLES	▪ Distributor provides grower signed affidavit verifying that produce has been grown without the use of pesticides listed as prohibited for fresh produce by Whole Foods' Responsibly Grown program and all neonicotinoids and affidavit is accompanied by a site visit from institution or community partner; or Gold certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy.	▪ Protected Harvest certified; or ▪ Food Alliance certified; or ▪ Rain Forest Alliance certified; or ▪ Enrolled in Whole Foods Responsibly Grown program; or ▪ Platinum certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy; or ▪ USDA Transitional Organic Standard; or ▪ Sustainably Grown certified; or ▪ Salmon Safe; or ▪ LEAF (Linking Environment and Farming)	▪ USDA Organic; or ▪ Demeter Certified Biodynamic; or ▪ Produce grown in a farm or garden at the institution using organic practices
MILK & DAIRY	▪ AGA Grassfed	▪ Animal Welfare Approved; or ▪ Food Alliance Certified	▪ USDA Organic
POULTRY		▪ Animal Welfare Approved; or ▪ Food Alliance Certified	▪ USDA Organic
EGGS	▪ Certified Humane Raised and Handled	▪ Animal Welfare Approved; or ▪ Food Alliance Certified	▪ USDA Organic
MEAT	▪ AGA Grassfed	▪ Animal Welfare Approved; or ▪ Food Alliance Certified; or ▪ Grasslands Alliance Standard	▪ USDA Organic
FISH (WILD)	▪ No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide	▪ Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide	▪ Marine Stewardship Council certified, paired with the MSC Chain of Custody Certification
FISH (FARM-RAISED)	▪ No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide	▪ Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide[31]	
GRAINS	▪ Pesticide-free	▪ Food Alliance Certified	▪ USDA Organic; or ▪ Demeter Certified Biodynamic

THIRD-PARTY CERTIFICATIONS



31 Other certifications for farm-raised fish may be accepted on a species-by-species basis, if endorsed by Seafood Watch.



VALUED WORKFORCE

Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

VALUED WORKFORCE
PURCHASING GOALS

STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 BASELINE	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 1 fair sources (see page 34 for qualifying sources). If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 15% of the total dollars spent annually on food products will come from Level 1 fair sources by fifth year of participation (see page 34 for qualifying sources).	**1**
LEVEL 2	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 2 fair sources (see page 34 for qualifying sources).	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 15% of the total dollars spent annually on food products will come from Level 2 fair sources by fifth year of participation (see page 34 for qualifying sources).	**2**
LEVEL 3	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 3 fair sources (see page 34 for qualifying sources).	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 15% of the total dollars spent annually on food products will come from Level 3 fair sources by fifth year of participation (see page 34 for qualifying sources).	**3**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.

VALUED WORKFORCE
PURCHASING GOALS, CONT.

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED

DETAIL ON LABOR LAW REQUIREMENTS AT ALL LEVELS

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers
Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and that vendor and all suppliers[32] comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

(1) Freedom of association and the right to collective bargaining.
(2) Elimination of all forms of forced or compulsory labor.
(3) Abolition of child labor.
(4) Elimination of discrimination with respect to employment or occupation.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers
Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

32 Vendor refers to the distributor with whom the institution or its food service management company has a direct contract. Supplier refers to all companies in the vendor's supply chain from whom product is sourced to be provided to the institution. A single product may have more than one supplier, including grower, shipper, processor, and/or wholesaler.

VALUED WORKFORCE
EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

2	Institution establishes an anonymous reporting system for workers to report violations with a protection for workers from retaliation.
1	Institution has adopted a "living wage" policy to ensure direct employees are paid non-poverty wages.
1	Institution's food service contractor meets Level 3 Valued Workforce criteria.
2	An institution or vendor has a Labor Peace policy or agreement

VALUED WORKFORCE
QUALIFYING CRITERIA

LEVEL 1

Vendor and Suppliers
Have a social responsibility policy, which includes:
(1) union or non-poverty wages;
(2) respect for freedom of association and collective bargaining;
(3) safe and healthy working conditions;
(4) proactive policy on preventing sexual harassment and assault,
(5) prohibition of child labor, as defined by the International Labour Organization (ILO)[35] and at least one additional employment benefit such as:
(6) employer-paid health insurance
(7) paid sick days;
(8) profit-sharing with all employees;

OR

Vendor and Suppliers
Post information about their participation in the Good Food Purchasing Program in workplaces and in the primary languages spoken by the employees;

OR

Partner with local trade union and/or independent, representative worker organizations to conduct periodic mandatory, accessible, in-depth worker education training at the worksite and on the clock about their rights and ensure they know what their company has committed as a vendor of a Good Food Purchasing Program participant;

OR

- Are certified by Fair for Life; or
- Are certified by Fairtrade America (Fairtrade International FLO); or
- Are certified by Fairtrade USA

LEVEL 2

Vendor and Supplier
- Are Food Justice-Certified by the Agricultural Justice Project; or
- Are certified by the Equitable Food Initiative

LEVEL 3[33, 34]

Vendor and Supplier
- Have a union contract with their employees[36]; or
- Are a worker cooperative[37]

THIRD-PARTY CERTIFICATIONS

Food items from suppliers that meet any of the following criteria will be disqualified from being counted for points in all value categories:

- **Use of slave or forced labor;**
- **Pattern of serious, willful, repeated, and/or pervasive labor violations over the last three years;**
- **Use of child labor**[38]

33 Greater credit is given for full supply chain participation at Level 3. An institution receives 3 points for every 5% increment of product sourced from Level 3 farms, and 3 points for every 15% increment of product sourced from Level 3 processors or distributors (percentages determined related to availability of Level 3 product in sectors of the supply chain). Points are weighted as follows:
- 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
- 66% credit if two of three companies meet Level 3 criteria.
- 33% credit if one of three companies meets Level 3 criteria.

34 Criteria used to identify voluntary third party certification programs at Level 3 include: adherence to all ILO Fundamental Principles and Rights at Work; a fair wage that at a minimum reaches the prevailing industry wage and charts progress toward a living wage; safe and healthy workplaces for workers; inclusion of independent worker organizations at all stages of standard-setting, monitoring and enforcement, and remediation; a confidential complaint reporting and resolution mechanism with a strictly enforced no-retaliation policy; mandatory worker rights training on the clock, implemented with independent worker organization; regular announced and unannounced audits by well-trained auditors that include secure interviews with a broad swath of workers, and findings that are made available to workers; and a focus on enforcement, with binding legal agreements that ensure real consequence for non-compliance and clear, time-bound plans to remedy violations. If the Center determines that a supplier is not compliant with the standards established by the third-party certification program, the supplier will not receive credit for their participation in the certification program.

35 http://ilo.org/ipec/facts/lang--en/index.htm.

36 Unions cannot be controlled or backed by government or the employer

37 As defined by United States Federation of Worker Cooperatives: Worker cooperatives are business entities that are owned and controlled by their members, the people who work in them. All cooperatives operate in accordance with the Cooperative Principles and Values. The two central characteristics of worker cooperatives are: (1) worker-members invest in and own the business together, and it distributes surplus to them and (2) decision-making is democratic, adhering to the general principle of one member-one vote.

38 Federal and/or state law defines child labor for the supplier's industry and location. When federal and state rules are different, the rules that provide the most protection apply. For international products, child labor is defined by the ILO standard.



ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

ANIMAL WELFARE
PURCHASING GOALS

STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 BASELINE	**Option 1: Increase High Animal Welfare Food Spend** 15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 1 animal welfare requirements (see page 39 for qualifying criteria). OR 5% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 15% of the total volume of animal products purchased with plant-based protein.	**Option 1: Increase High Animal Welfare Food Spend** 25% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 1 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 25% of the total volume of animal products purchased with plant-based protein.	**1**
LEVEL 2	**Option 1: Increase High Animal Welfare Food Spend** 15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria). OR 10% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 25% of the total volume of animal products purchased with plant-based protein.	**Option 1: Increase High Animal Welfare Food Spend** 35% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 35% of the total volume of animal products purchased with plant-based protein.	**2**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

ANIMAL WELFARE
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 3	**Option 1: Increase High Animal Welfare Food Spend** 15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 35% of the total *volume* of animal products purchased with plant-based protein.	**Option 1: Increase High Animal Welfare Food Spend** 45% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 40% of the total *volume* of animal products purchased with plant-based protein.	**3**

ANIMAL WELFARE
EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

2	Institution encourages plant-based diets by offering only vegan options.
1	Institution encourages plant-based diets by offering only vegetarian options.
1	50% or more annual average of total cost of milk, egg and meat product purchases come from higher-welfare sources (Level 1 or above).

ANIMAL WELFARE
QUALIFYING CRITERIA

	LEVEL 1	LEVEL 2	LEVEL 3
DAIRY	▪ Certified Humane; or ▪ USDA Organic[39]	▪ PCO 100% Grassfed	▪ Animal Welfare Approved
EGGS[40]	▪ Certified Humane Cage Free; or ▪ GAP Step 1, 2; or ▪ USDA Organic[41]	▪ American Humane Certified Pasture Raised[42]; or ▪ Certified Humane Free Range; or ▪ GAP Step 3	▪ Animal Welfare Approved; or ▪ Certified Humane Pasture Raised; or ▪ GAP Step 4, 5, 5+
POULTRY	▪ Certified Humane; or ▪ GAP[43] Step 2, 3; or ▪ USDA Organic[44]	▪ Certified Humane Free Range[45]	▪ Animal Welfare Approved; or ▪ GAP Step 4, 5, 5+
BEEF	▪ Approved American Grassfed Association Producer; or ▪ Certified Humane; or ▪ GAP Step 1,2; or ▪ USDA Organic[46]	▪ PCO 100% Grassfed	▪ Animal Welfare Approved; or ▪ Certified Grassfed by A Greener World; or ▪ GAP Step 4, 5, 5+
PORK	▪ Certified Humane; or ▪ GAP Step 1, 2; or ▪ USDA Organic[47]	▪ Gap Step 3	▪ Animal Welfare Approved; or ▪ GAP Step 4, 5, 5+
FISH[48]			

THIRD-PARTY CERTIFICATIONS

39 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
40 AHA cage-free standards were excluded because AHA's points-based system allows egg facilities to pass an audit (at 85%) without meeting a number of basic welfare standards.
41 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
42 Because American Humane Certified does not have a set of "Core Criteria" that all certified producers must meet, full audit results must be submitted to the Center to verify that the farm meets all Core Criteria for a product to meet Level 2.
43 GAP Step 1 may be added to Level 1 upon the adoption of requirements for enrichments and for slower-growing chicken strains at Step 1.
44 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
45 Certified Humane Free Range, despite being pasture-based, is in Level 2 because unlike those in Level 3, it does not require slower-growth genetics.
46 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
47 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
48 Standards for farm raised fish are in development and will be added to the Good Food Purchasing Standards as soon as possible.



NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

NUTRITION

PURCHASING GOALS

STRATEGIES

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

HIGH PRIORITY

HEALTHY PROCUREMENT

- ☐ Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.[49]
- ☐ If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.[50, 51]
- ☐ Fruits, vegetables, and whole grains account for at least 50% of total food purchases by volume.[52]
- ☐ All individual food items contain ≤ 480 mg sodium per serving.[53]Purchase "low sodium" (≤ 140 mg sodium per serving) whenever possible.
- ☐ Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.

HEALTHY FOOD SERVICE ENVIRONMENT

- ☐ Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.[54]
- ☐ Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.
- ☐ Offer plant-based main dishes at each meal service.[55]

HEALTH EQUITY

- ☐ Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color.[56] Examples of qualifying initiatives:
  - Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer's market located in a low-income census tract that accepts EBT.

2 CHECKS

Items with High Priority designation are worth two checks per item met

49 See Appendix C for definitions for whole/minimally processed, processed, and ultraprocessed (Source: San Diego County Department of Public Health Eat Well Standards).

50 Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per 2 oz.

51 One strategy to reduce red and processed meat purchases is to limit portion sizes based on current US Dietary Guidelines. Average per-meal amount for meat, poultry and eggs for a 2000 calorie diet is 1.9 oz. (The range for a 1000-2200 calorie diet is .7-2 oz. per meal). See the USDA Food Patterns: Healthy U.S.-Style Eating Pattern for more information.

52 Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. With the exception of the following foods:

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

54 Health Care Without Harm "Healthy Beverage Defined: Water (filtered tap, unsweetened, seltzer or infused); 100 percent fruit juice (optimal 4 oz. serving); 100% vegetable juice (optimal sodium less than 140 mg); Milk (unflavored); Non-dairy milk alternatives (plain, unsweetened); Teas and Coffee (unsweetened with only naturally occurring caffeine).

55 To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. Recommend plant-based main dishes to include fruits, vegetables, beans and/or legumes.

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

NUTRITION

PURCHASING GOALS

STRATEGIES

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

PRIORITY

HEALTHY PROCUREMENT

- [ ] All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.[57]
- [ ] If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).[58]
- [ ] All pre-packaged food has zero grams trans fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).
- [ ] At least 50% of grain products purchased are whole grain rich.[59]
- [ ] Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing.[60] Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.

HEALTHY FOOD PREPARATION

- [ ] Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.
- [ ] 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).

HEALTHY FOOD SERVICE ENVIRONMENT

- [ ] If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative[61] AND offer fresh fruit or a non-fried vegetable prepared without fat or oil as a side option.
- [ ] Adopt one or more product placement strategies such as:
  - Prominently feature fruit and/or non-fried vegetables in high-visibility locations.
  - Display healthy beverages in eye level sections of beverage cases (if applicable).
  - Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).
- [ ] Healthy food and beverage items are priced competitively with non-healthy alternatives.
- [ ] Adopt one or more marketing/promotion/signage strategies, such as:
  - Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

1
CHECK
Items with Priority designation are worth one check per item met

57 Low Sodium is 140 mg or less per RACC.
58 Fat-Free is 0.5g or less per RACC: Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Reduced fat is 25% less fat per RACC when compared to the original food: Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g).
59 Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice; 3 grams or more of fiber/serving.
60 Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g); Low Calorie is 40 calories or less per RACC and per 50g if RACC is small (<30g).
61 A cup/glass of chilled tap water is prioritized and water in recyclable bottle is a secondary substitute to be avoided if possible for environmental considerations.

NUTRITION
EXTRA POINTS & SCORING TARGETS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Nutrition Extra Points section.

1 MENU LABELING
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide.

1 PORTION CONTROL
Adopt one or more portion control strategies, if applicable. (e.g. Utilize 10" or smaller plates for all meals; make available reduced-size portions of at least 25% of menu items offered; offer reduced-size portions at a lower price than regular sized portions, eliminate trays from lines).[62]

1 CULTURALLY APPROPRIATE MENUS
Offer menu items that are culturally appropriate for institution's demographic composition. Institution should submit menus with ingredient lists for culturally appropriate items.

1 NUTRITION & FOOD SYSTEMS EDUCATION
For K-12 institutions: Institution implements nutrition education programming. Examples of qualifying initiatives include:
- Interactive/educational garden program
- District-wide required nutrition curriculum
- Farm/processing site visits to regional producers

1 WORKSITE WELLNESS
Develop and implement a worksite wellness program for employees and/or patrons that includes nutrition education.

1 HEALTHY VENDING
Adopt a healthy vending machine policy for machines at all locations, using the Federal Food Service Guidelines or a higher standard.[63]

PERCENTAGE OF CHECKLIST ITEMS MET	SCORING TARGET	POINTS AWARDED
51 - 64.9%	LEVEL 1	**1**
65 - 79.9%	LEVEL 2	**2**
80 - 100%	LEVEL 3	**3**

UP TO **6** EXTRA POINTS

62 Reduced-sized portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.
63 Food Service Guidelines for Federal Facilities: https://www.cdc.gov/obesity/downloads/guidelines_for_federal_concessions_and_vending_operations.pdf, pages 13-14.



APPENDICES

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION

Whereas, [Institution] procures [$ food spend] annually in food and food supplies. The large-scale volume demands include serving [number of meals per day] meals per day and [number of meals per year] meals annually. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in [Institution];

Whereas, [Percentage] of students in [Institution], [X%] of whom are students of color, qualify for federal and state meal benefits through the [National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program];

Whereas, In practicing good food procurement methods, [Institution] can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices by [Institution] can nationally impact the creation and availability of a local, equitable, and sustainable good food system;

Whereas, [Institution] has [detail of existing Good Food practice or policy. Duplicate this list item as many times as needed];

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management); and

Whereas, Implementation of the comprehensive Good Food Purchasing Program will promote the ongoing leadership of [Institution] in being a good food leader in our community and nationwide; now, therefore, be it,

RESOLVED, That [Institution] will use its purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers and low-income entrepreneurs of color to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

Local Economies: support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.
Environmental Sustainability: source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.
Valued Workforce: Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
Animal Welfare: Source from producers that provide healthy and humane conditions for farm animals.
Nutrition: Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION, CONT.

RESOLVED, that [Institution] commits to taking the following steps in support of Good Food:

(1) Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.
(2) Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
(3) Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts with the opportunity for community input on contract awards.
(4) Commit to annual verification of food purchases by the Center for Good Food Purchasing and comply with due diligence reporting requirements to verify compliance, measure progress, and celebrate success at the [enter desired star rating] level.

RESOLVED, that [Institution] commits to the following reporting requirements:

(1) Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.
(2) Submit Baseline Nutrition Assessment.
(3) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:

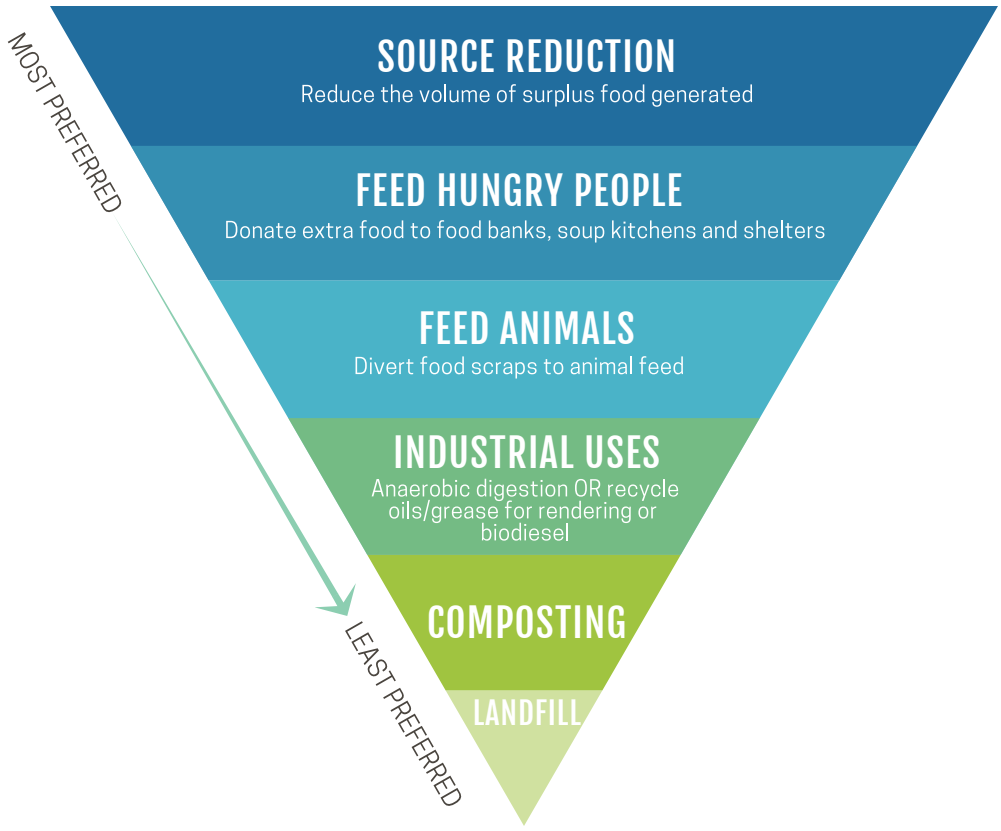
1. Product name;
2. Unit type purchased (e.g. cases, bunches, packs);
3. Number of units purchased;
4. Volume per unit (e.g. ounces, lbs);
5. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
6. Amount spent by institution for each product, to include:
    a. Price per unit;
    b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

(4) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
(5) Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Program.
(6) Report to the [insert policy body] annually on implementation progress of the Good Food Purchasing Program with the opportunity for community input.

APPENDIX B: EPA FOOD RECOVERY HIERARCHY: IDENTIFYING AND PRIORITIZING STRATEGIES TO REDUCE WASTED FOOD

The EPA has developed the Food Recovery Hierarchy to help prioritize actions that organizations can take to prevent wasted food. Reduction/diversion points include:

1. Source Reduction – reduce the amount of surplus food generated
2. Recovery: Feed Hungry People – donate extra food to food banks, soup kitchens, shelters
3. Recycling:
   - Feed Animals – divert food scraps to animal feed
   - Industrial Uses – anaerobic digestion (send food to anaerobic digester) OR recycle oils/grease (for rendering or biodiesel)
   - Composting



According to the EPA, "each tier of the Food Recovery Hierarchy focuses on different management strategies for wasted food. The top levels of the hierarchy are the best ways to prevent and divert wasted food because they create the most benefits for the environment, society and the economy."

Good Food Providers that incorporate waste reduction strategies into their food service operations are encouraged to follow the EPA's Food Recovery Hierarchy and prioritize strategies at the top levels of the hierarchy.

An important first step for an institution is to perform a waste audit and then develop waste reduction strategies that address the most wasted food items identified in audit.

APPENDIX B: SUGGESTED FOOD RECOVERY STRATEGIES

The list below provides a menu of options that institutions can take to prevent and divert wasted food. This list is by no means exhaustive. Some strategies may not apply to or be feasible for all institution types. More ideas can be found on the EPA's Food Recovery Hierarchy website.

SOURCE REDUCTION[64]

- Purchase imperfect produce
- Staff training on food waste reduction
- Daily log of kitchen food waste[65]
- Reduce batch sizes
- Cook-to-order instead of bulk-cooking at end of day
- Set up share tables
- "Offer vs serve"
- Replace buffet with cook-to-order line
- Finish preparation at the line
- Recess before lunch
- Provide another beverage choice (e.g. water)
- Extend lunch periods to 30 minutes
- Slice fruit/vegetables
- Catchy names for fruits/vegetables
- Marinate meats
- Healthy foods within reach
- Train staff on knife skills
- Use maximum amount of food parts (carrot greens and potato skins)
- Reconstitute wilted veggies
- Freeze surplus fruits & veggies
- Use leftovers
- Eliminate garnishes that typically don't get eaten
- Storage techniques for different foods
- See-through storage containers
- Smaller serving containers at end of day
- Trayless dining

RECOVERY[66]
FEED HUNGRY PEOPLE

- Deliver unused food to local pantry
- Supplement Power Pack program with unused food that is collected
- Pop Up Food Pantry
- Partner with sister school & donate surplus food to families in need

RECYCLING
FEED ANIMALS, INDUSTRIAL USES, COMPOSTING

- Provide organic waste to animal farmers as feed
- Send food scraps to anaerobic digester
- Recycle waste vegetable oil to be used as biofuel
- Community or on-site composting of organic waste

64 This list is not exhaustive and options are not exclusive to the listed institution type. More ideas can be found at https://www.epa.gov/sustainable-management-food/food-loss-prevention-options-grade-schools-manufacturers-restaurant

65 LeanPath is one tool institutions can use to monitor kitchen waste. It may be cost prohibitive for some, but a manual log or less costly tool could also be used to monitor kitchen waste. http://www.leanpath.com

66 From Food Bus: http://foodbus.org/toolkit/

APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY	DEFINITION	EXAMPLES
UNPROCESSED AND MINIMALLY PROCESSED FOODS AND BEVERAGES	**Unprocessed and minimally processed foods and beverages** include single-ingredient foods or beverages, which have undergone no or slight alterations after separation from nature, such as cleaning, removal of unwanted or inedible parts, fractioning, grinding, roasting, boiling, freezing, drying, fermentation, or pasteurization. These do not include any added oils, fats, sugar, salt or other substances, but may include vitamins and minerals typically to replace those lost during processing. Simple combinations of two or more unprocessed or minimally processed foods, such as granola made from cereals, mixtures of frozen vegetables, and unsalted, unsweetened, dried fruit and nut mixtures, remain in this group. As a general rule, additives are rarely present in food items in this group.[68, 69, 70, 71, 72]	Examples include, but are not limited to fresh, chilled, frozen, vacuum- packed fruits, vegetables, including those with antioxidants, roots, and tubers; cereal grains and flours made with these grains; cereal products, such as plain oatmeal; fresh or dry pasta or noodles (made from flour with the addition only of water); fresh, frozen and dried beans and other pulses (legumes); dried fruits and 100% unsweetened fruit juices; fresh or dried mushrooms; unsalted nuts and seeds; fresh, dried, chilled, frozen meats, poultry and fish; fresh and pasteurized milk, ultra-pasteurized milk with added stabilizers, fermented milk such as plain yogurt; spices such as pepper, cloves, and cinnamon; herbs such as fresh or dry thyme, mint, and cilantro; eggs; teas, coffee, herb infusions, tap water, bottled spring water.[73]
MODERATELY PROCESSED FOODS AND BEVERAGES	**Moderately processed foods and beverages** are simple products manufactured by industry typically with few ingredients including unprocessed or minimally processed foods and salt, sugar, oils, fats and other substances commonly used as culinary ingredients.[74, 75, 76, 77] Additives are sometimes added to foods in this group.[78]	Examples include, but are not limited to breads; cheese; sweetened fruits and fruits in syrup with added anti-oxidants; dried salted meats with added preservatives; canned foods preserved in salt or oil; cereal products with tocopherols (Vitamin E), such as instant oatmeal with sugar and cinnamon or whole wheat kernels combined with flaxseed, salt, and barley malt; tofu, tempeh, and certain kinds of bean and vegetable burgers; and multi-ingredient foods and beverages manufactured and packaged by industry that contain no ingredients only used in ultra-processed products.

67 Courtesy of San Diego County Department of Public Health
68 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition.* January-March 2016, 7, 1-3, 28-38.
69 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
70 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
71 Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition.* doi:10.3945/ajcn. 114.100925
72 Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.
73 Monteiro, C.A., Levy, R.B., Claro, R.M., Castro, I.R.R.D., & Cannon, G. (2010). A new classification of foods based on the extent and purpose of their processing. *Cadernos de saude publica*, 26(11), 2039-2049.
74 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition.* January-March 2016, 7, 1-3, 28-38.
75 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
76 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
77 Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition.* doi:10.3945/ajcn. 114.100925
78 Classes of additives sometimes added to foods and beverages in this category include nutrient supplements, curing and pickling agents, leaving agents (in simple breads), enzymes (in cheese), stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation or stabilizers.

APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY	DEFINITION	EXAMPLES
ULTRA-PROCESSED FOOD AND BEVERAGE PRODUCTS	**Ultra-processed food and beverage products** are industrial formulations typically with many ingredients including salt, sugar, oils and fats, but also substances not commonly used in domestic cooking and additives whose purpose is to imitate sensorial qualities of unprocessed or minimally processed foods and culinary preparations of these foods. Minimally processed foods are a small proportion of or are even absent from ultra-processed products.[79, 80, 81, 82]	Examples include, but are not limited to industrially manufactured sports drinks; regular and diet sodas; flavored milks; energy drinks; meal replacement or dietary supplement drinks or foods; cereal products with tocopherols (Vitamin E) and an assortment of additives, such as FD&C Blue No. 1 and 2, caramel color; gelatin; high fructose corn syrup; dextrose or hydrogenated vegetable oil; sweet and/or savory snacks; ice cream; cakes and cake mixes; pastries; candies; chocolate bars; energy bars; granola bars; snack chips and mixes; packaged desserts; grain-based desserts and breads; margarine; condiments; instant sauces and soups; hot dogs; sausages; luncheon meats; chicken patties and nuggets; breaded fish and sticks; frozen and packaged meals; prepacked pizza; fast food; and other foods with ingredients not usually sold to consumers for use in freshly prepared foods.
CULINARY INGREDIENTS	**Culinary ingredients** are substances obtained from unprocessed or minimally processed foods, or nature, and commonly used to season and cook unprocessed or minimally processed foods in the creation of freshly prepared dishes. Items in this group are rarely consumed alone. Combinations of two or more culinary ingredients, such as oil and vinegar, remain in this group. As a general rule, additives are rarely present in these foods and beverages.[83, 84, 85, 86]	Examples include, but are not limited to butter, lard, and vegetable oils; milk, cream; sugar and molasses obtained from cane or beet; honey extracted from combs and syrup from maple trees; salt and iodized salt; starches; vegetable oils with added antioxidants; and vinegar with added preservatives.
FRESHLY PREPARED FOODS AND BEVERAGES	**Freshly prepared foods and beverages** are handmade preparations composed of unprocessed or minimally processed foods and culinary ingredients.[87]	Examples include, but are not limited to any scratch prepared foods and beverages made with unprocessed or minimally processed foods and culinary ingredients made at home, a cafeteria, or food service operation such as hummus; salsa; salads; mixed vegetables; stir fry; mashed potatoes; soups; casseroles; cooked meats, poultry, or fish; pies, cakes, and cookies; and coffee, tea and lemonade.

79 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition.* January-March 2016, 7, 1-3, 28-38.
80 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
81 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
82 Ultra-processed products may include an assortment of additives or ingredients not typically found in unprocessed/minimally processed and moderately processed foods or culinary ingredients. Examples of substances only found in ultra-processed products include some directly extracted from foods, such as casein, lactose, whey, and gluten, and some derived from further processing of food constituents, such as hydrogenated or interesterified oils, hydrolyzed proteins, soy protein isolate, maltodextrin, invert sugar and high fructose corn syrup.
83 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] World Nutrition. January-March 2016, 7, 1-3, 28-38.
84 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
85 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
86 Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, curing and pickling agents, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.
87 Nutrient Profile Model. (2016). Pan American Health Organization.



EXHIBIT D

Echo Park Boathouse Café – City-owned

Equipment as of November 2022

1. HVAC Air conditioner and platform
2. Heat pump and platform
3. Vent Fan (roof)
4. Grill, diffuser
5. Air unit for commercial hood
6. Commercial hood (Captive Aire)
7. Char broiler (Star Max) with stainless steel (SS) stand
8. 4 burner range with griddle and oven (US Range)
9. SS stand, at cookline
10. Deep fryer, 2-compartment, (Dean)
11. Food prep table with self-contained refrigerator
12. Wall shelves, SS, 2 long & 2 short over 3-compartment sink; 1 over food prep sink
13. 3 compartment ware washing sink with drain boards
14. Hand washing sink
15. Food preparation sink w/ floor sink below
16. Wood shelves under front counter
17. Cup washer, built-in, front counter
18. Air curtain
19. Water Heater
20. Mop Sink, SS
21. 2-tier lockers, Qty 3
22. Wall shelves, Qty 2, SS, in water heater room
23. Mop hangers
24. Data ports under counter 2
25. Freezer, SS, 2-door upright, (True)

EXHIBIT E

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
Recreation and Parks

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

PART I – PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)	2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
	2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER

4. SEX	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER
☐M ☐F			

PART II – ACCIDENT/INJURY

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN?
			☐ YES ☐ 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.			☐ YES ☐ NO
b.			☐ YES ☐ NO
c.			☐ YES ☐ NO
d.			☐ YES ☐ 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

EXHIBIT F

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

REMITTANCE ADVICE FORM
ECHO PARK BOAT HOUSE CAFÉ

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

CONCESSIONAIRE SHALL PAY EACH MONTH THE GREATER OF

GROSS RECEIPTS PERCENTAGE	GROSS SALES	- SALES TAX	= NET SALES	X PERCENTAGE	
FOOD & NON-ALCOHOLIC BEVERAGES	$ -	$ -	$ -	5%	$ -
ALCOHOL (Must have ABC License.)			$ -	8%	$ -
TOTAL:					$ -

OR

$3,000	$ -

ADDITIONAL FEES

UTILITIES:	Utility services of Water, Electricity, and Natural Gas under the terms of the one-year Revocable Right of Entry Permit.	$ 450.00
LATE RENT FEE: $150	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at $1.48 per $1,000 or fraction thereof of charges paid to RAP.	$ -
ADDITIONAL FEES SUBTOTAL:		$ -

ADJUSTMENTS*: Explain:

_____

_____

_____ $ -

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

TOTAL AMOUNT PAID TO RAP: $ -

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

Signature: _____ Date: _____

Form Gen. 146 (Rev. 6/12)

Clear Form

Required Insurance and Minimum Limits

EXHIBIT G

Name: _____ Date: 08/01/2025

Agreement/Reference: ROE - Operation and Maintenance of Echo Park Lake Cafe Concession

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 _____

☉ Broad Form Liquor Liability (if serving alcohol)

✔ **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: Rahulan Kathir

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.

COPY 1- Dept. Area Office or Division Head
COPY 2-Risk Management m/s 625-24

City of Los Angeles
Dept. of Recreation and Parks

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

EXHIBIT H

SEE INSTRUCTIONS ON PAGE 2

1. NAME OF FACILITY	DATE OF OCCURRENCE	TIME:	A.M.	P.M.
	08/01/2025		☐	☐

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? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

11. HOW WAS ENTRANCE GAINED?

12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

13. WAS POLICE REPORT MADE? ☐ YES ☐ NO D.R. NUMBER

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? ☐ YES ☐ NO WORK ORDER

15. PERSONS INVOLVED: ☐ WITNESS ☐ VICTIM ☐ SUSPECT

NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S

16. IF VEHICLE INVOLVED: YEAR MAKE	LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.

17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.

18. REPORT SUBMITTED BY: NAME	TITLE	DATE

ATTACHMENT 2

APPROVED
04-20-2016
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT NO. 16-093

DATE April 20, 2016 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – RESCIND THE 2015 REQUEST FOR PROPOSALS (CON-F15-003), RETAIN THE PROPOSAL DEPOSIT, REISSUE THE REQUEST FOR PROPOSALS

A.P. Diaz	_____	*V. Israel	VI
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

M. Alarcon
General Manager

Approved ✓ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

1. Rescind the Request for Proposals (RFP) for the Echo Park Boathouse Café Concession (CON-F15-003);

2. Retain the $5,000.00 Proposal Deposit submitted by the sole responsive bidder, MDDJ Four Square LLC (Four Square), as forfeiture due to Four Square's refusal to negotiate and execute a Concession Agreement with the annual minimum revenue-sharing terms presented in the Pro Forma Statement of Four Square's accepted proposal for the Echo Park Boathouse Café Concession (CON-F15-003);

3. Reissue the Echo Park Boathouse Café Concession Request for Proposals (RFP), with term length modification to a five (5) year Concession Agreement (Agreement) with one (1) five year renewal option at the sole discretion of the Department of Recreation and Parks (RAP), substantially in the form on file in the Board Office, subject to review and approval of the City Attorney as to form;

4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the RFP to the City Attorney for review and approval as to form;

5. Direct staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process; and

6. Authorize the General Manager, or designee, to make any necessary technical changes and incorporate such changes in the RFP.

SUMMARY:

The Echo Park Boathouse Café Concession (Concession) is situated within the fifteen hundred (1,500) square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue in Echo Park, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake). The Boathouse was originally constructed in 1932.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation Project (Project), entailed preserving the existing piles, rehabilitating the dock and providing individuals with disabilities access to the dock. Phase I was completed in 2007. Phase II of the Project included the aesthetic and structural retrofit of the existing building and mechanical systems and incorporation of areas for two (2) long-term concessions in the Boathouse - a café operation and a pedal boat rental operation. Phase II was completed in 2012.

On July 20, 2013, the Concession opened for operation on an interim basis, under a ninety (90) day interim permit with Square One Dining (Square One). On October 2, 2013, the Board approved and awarded Square One a one (1) year Concession Agreement (Agreement) with two (2), one (1) year options to extend the Agreement at the discretion of the RAP General Manager (through Report No. 13-244) (Attachment A). In 2015, Square One generated annual gross receipts of Five Hundred Eighty Thousand, Eight Hundred Thirty Nine Dollars ($580,839.00), which produced revenue-share at five percent (5%) totaling Twenty-Nine Thousand, Forty-Two Dollars ($29,042.00) that was paid to RAP.

On May 20, 2015, the Board approved and authorized the release of a RFP for a three (3) year Operation and Maintenance of the Echo Park Boathouse Café Concession (through Report No. 15-108) (Attachment B). The RFP was released on July 8, 2015 and advertised via Los Angeles Daily Journal, RAP's website, on Los Angeles Business Assistance Virtual Network, and by a mailed letter to parties on a concession interest list maintained by RAP.

On September 8, 2015, RAP received one (1) proposal - from (Four Square), whose three (3) officers form the management team of Square One, the current operators of the Concession under Concession Agreement No. 273. The proposal from Four Square was responsive and determined acceptable in the following areas: background and experience operating similar food services operations; financial capacity for commitments to the Concession; compliance with City contracting; and, annual minimum revenue-share RFP proposal requirements.

RAP was prepared to award a new Agreement to Four Square. On January 22, 2016, RAP staff met with Four Square to negotiate a new Concession Agreement, at which time Four Square stated that they could not commit to the annual minimum revenue-share figures as they had originally presented as part of the Pro Forma submitted with their proposal. Instead, Four Square proposed a reduced annual minimum revenue-sharing terms. RAP cannot reduce the proposed annual minimum revenue-sharing terms, and if Four Square is unable to execute the Agreement with the revenue-sharing terms presented in their original proposal, the $5,000.00 proposal deposit must be retained by RAP as instructed in the RFP.

RAP staff is ready to re-issue, at the direction of the Board, an RFP for the operation and maintenance of the Concession. With this RFP, RAP seeks a qualified, experienced, and financially sound operator who will meet or exceed the RAP's expectations in all operational and financial areas, and optimize service to the public and profitability of the Concession.

Proposal and Contractual Provisions

1. Proposal Deposit: Five Thousand Dollar ($5,000.00) proposal deposit will be required with the submission of each proposal.

2. Term: Five (5) years with one (1) five (5) year renewal option exercisable at the sole discretion of RAP, along with approval of the Board of Recreation and Park Commissioners.

3. Revenue-Sharing Terms: The minimum acceptable percentage for this RFP is nine percent (9%) of gross receipts for all food and beverage sold during the term of the Agreement; or, an annual minimum revenue-sharing fee of Forty Thousand Dollars ($40,000.00) for year one (1) of the Agreement with a three percent (3%) escalation each year thereafter - whichever is greater. If the annual minimum revenue-sharing fee is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by RAP and the annual minimum revenue-sharing fee will be due to RAP by January 15th of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

4. Concession Improvements: No concession improvement proposals are required in the RFP. Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the facility. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option.

   The Boathouse is a historically significant contributing element to the Park, which is designated as HCM No. LA-836 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM No. LA-836 is listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. The Boathouse is considered historically significant for California Environmental Quality Act (CEQA) purposes.

   During the term of the Agreement, no improvements, repairs or physical alterations to the Boathouse may be initiated by selected proposer without prior written approval from the General Manager. In addition to written approval from the General Manager, the selected operator must also obtain the prior written approval of the Cultural Heritage Commission for any proposed substantial alterations to the affected area, in accordance with Section 22.171.14 of the Los Angeles Administrative Code.

   Any infractions, large or small, to the prohibition on improving, repairing, or physically altering the Boathouse will be treated as a material breach of the Agreement and will be subject to all of the applicable laws, fines and penalties imposed by the City's Department

of Building and Safety, as well as the Office of Historic Resources. Additional remedies may include the termination of the Agreement, including loss of all financial investment at the time of the breach.

5. Reserve Fund: The Concessionaire, in addition to submitting a monthly revenue sharing payment, shall also submit to RAP a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars ($200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. This Fund shall not be used for routine repair and maintenance or replacement of equipment. The Fund shall be cumulative and carry-over from year-to-year during the term of the Agreement. In the event of the Agreement termination for any reason, or at the conclusion of the Agreement term, any amount in this Fund account will remain with RAP. Annually in January, the Concessionaire may submit a request for use of the Fund for expenditures in the coming year, for review and the written approval of the General Manager. In the event of emergency, the Concessionaire shall request in writing the use of the Fund for other purposes, or the General Manager may request use of the Fund on a specific repair, refurbishment, or replacement.

6. Utilities: The 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 water, gas, electricity, heat, air-conditioning, trash pick-up, and other utility services to the premises, and shall be paid by the Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers. The Concessionaire will pay directly for telephone services, which will be in the name of the Concessionaire. In the event that individual utility meters are not available, the Concessionaire shall remit, on a monthly basis in conjunction with revenue-sharing and monthly reserve fund payments to the Department, the amount of Four Hundred Fifty Dollars ($450.00) as payment for utilities. The payment for utilities will be subject to increase after the first year of operation to cover increasing utility costs.

7. Contractual and Financial Terms: The City will enter into an Agreement whereby the City has no financial responsibility or liability for operation of the Concession and the City will share in profits in the form of a percentage of gross revenue-based and/or annual minimum revenue-based sharing payment in addition to monthly reserve fund payment and utility payments as applicable.

8. Performance Deposit: A Performance Deposit (Deposit) will be required to be maintained for the duration of the Agreement in the amount of Ten Thousand Dollars ($10,000.00). The Deposit will be in the form of a cashier's check made out to the City of Los Angeles.

Evaluation Process

Proposals will be evaluated in two (2) Levels. Level I will be a check and review by Concessions Unit staff for required compliance to City contracting requirements and submittal documents. Level II will be a comprehensive evaluation of the proposals that may consist of a review panel comprised of qualified persons. Proposers must successfully pass Level I to proceed to Level II.

RFP Evaluation Criteria Areas

For the purposes of evaluation, the proposals that passed Level I will be evaluated on the criteria below (Level II):

1) Business Plan (30 points possible)
2) Proposed Operational Plan for the Echo Park Boathouse Café Concession (30 points possible)
3) Proposed Revenue-Sharing Payment (40 points possible)

The RFP documents will be advertised in the Los Angeles Daily Journal; made available on RAP's website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). A letter inviting bids will be mailed to organizations and individuals from a mailing list maintained by the Concessions Unit.

A mandatory Pre-Proposal Conference will be held approximately one (1) month after the release of the RFP in order to provide potential proposers with a review of the submittal documents, compliance documents and requirements for the Business Inclusion Program (BIP) as mandated by the Mayor's Executive Directive No. 14, Villaraigosa Series, and the Board's policy for the adoption and implementation of BIP (Board Report No. 12-050, approved February 15, 2012). Additionally, a mandatory site walk will be conducted after the conference in order for the potential proposers to view the facility to get a better understanding of the operation and maintenance of the Concession.

FISCAL IMPACT STATEMENT:

Re-releasing the Request for Proposals will have no impact to RAP's General Fund.

Report prepared by Stanley Woo, Management Analyst II, Concessions Unit, Partnerships Division.

ATTACHMENT 3

APPROVED
10-19-2016
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT NO. 16-224

DATE: October 19, 2016 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – AWARD OF CONTRACT TO MTI INVESTMENTS, INC. (CON-F16-002); EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) (ISSUANCE OF LICENSE TO USE AN EXISTING STRUCTURE)

A.P. Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Award the Echo Park Boathouse Café Concession to MTI Investments, Inc. (MTI), for a term of five years with one five-year renewal option exercisable at the General Manager's sole discretion;

2. Approve a proposed Agreement between the City of Los Angeles and MTI for the operation and maintenance of the Echo Park Boathouse Café Concession (Agreement), subject to the approval of the Mayor, the City Council, and the City Attorney as to form;

3. Direct the Board Secretary to transmit the Agreement to the Mayor per Executive Directive No. 3, and, to the City Attorney for approval as to form;

4. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;

5. Find, 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 operation and maintenance of the Echo Park Boathouse Café Concession;

6. Authorize the General Manager or Designee to execute the proposed Agreement and to make any necessary technical changes consistent with the Board's intent in approving the proposed Agreement; and,

7. Find that the proposed Project is categorically exempt from the California Environmental Quality ACT (CEQA), and direct RAP staff to file a Notice of Exemption.

SUMMARY

The Echo Park Boathouse Café Concession (Concession) is situated within the 1,500 square foot Echo Park Boathouse (Boathouse), located in the Echo Park community at 751 N. Echo Park Avenue, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake).

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent effort to improve the infrastructure was completed in 2007. Phase II, which was completed in 2012, included the retrofit of the existing building and incorporation of areas for two concessions: a Café and a pedal boat rental operation.

On October 2, 2013, the Board approved and awarded Square One Dining the right to operate the Café under Concession Agreement No. 273 for one year, with two one-year extension options through Report No. 13-244 (Attachment 2). Both options were exercised and Square One continues to operate the Café. In 2015, the Concession generated annual gross receipts of Five Hundred Eighty Thousand, Eight Hundred Thirty-Nine Dollars ($580,839.00), which produced revenue-share to RAP of five percent (5%) totaling Twenty-Nine Thousand, Forty-Two Dollars ($29,042.00).

BACKGROUND

On May 20, 2015, the Board approved and authorized the release of an RFP for a three-year Agreement for the operation and maintenance of the Concession through Report No. 15-108 (Attachment 3). The RFP was released on July 8, 2015 and advertised via Los Angeles Daily Journal, on RAP's website, on the Los Angeles Business Assistance Virtual Network (LABAVN), and by correspondence to interested parties on a list maintained by RAP.

On September 8, 2015, RAP received one proposal - from MDDJ Four Square LLC (Four Square), whose three officers form the management team of Square One, the current Café operator. Four Square's proposal was responsive and determined to be acceptable.

On January 22, 2016, RAP staff met with Four Square to negotiate the new Concession Agreement. Four Square stated that they could not commit to the annual minimum revenue-share amount that they originally included in their proposal. Instead, Four Square proposed a reduced annual minimum revenue-sharing amount during the negotiation of the Concession Agreement. RAP consulted with the City Attorney, who opined that the annual minimum revenue-sharing amount as stipulated in their proposal could not be reduced, and if Four Square is unable to execute the Agreement as proposed, the $5,000.00 proposal deposit must be forfeited and retained by RAP.

On April 20, 2016, the Board approved the reissue of the RFP for the operation and maintenance of the Concession with a term of five years, with one five-year renewal option through Report No. 16-093 (Attachment 4). The pre-proposal conference was held on June 2, 2016.

The new proposed Agreement does not provide exclusivity for mobile vending; however, the Agreement would allow the concessionaire to operate a mobile food service to complement the Café.

On June 21, 2016, RAP received two proposals: One from Four Square and another from MTI, Investments Inc. (MTI). Both responses passed the Level I review and were evaluated for Level II review. MTI received higher scores, averaging eighty (80) points in the business and operational plan categories. Four Square scored an average of sixty (60) points.

Four Square has operated the Concession for the past three years and has established itself as a strong business in the Echo Park/Silver Lake Community. They have successfully operated the Café with a menu that consists of fresh foods prepared daily, including sandwiches and breakfast foods.

BUSINESS PLAN

MTI proposed a creative and innovative concept, Curate Café. The proposed menu (Attachment 5) includes food items made fresh daily with locally sourced ingredients, and features organic beef in burgers, along with specialty smoothie bowls, vegetable dishes, salads and an enticing breakfast menu. In addition, MTI proposed a seasonal mobile food cart operation plan that includes a variety of cuisine including barbeque items, gourmet soups, and turkey legs. MTI demonstrated enthusiasm in partnering with local businesses and working alongside the current local mobile vendors. In order to protect this proposed addition to the offerings at this Concession, RAP will ensure that when a permitting program for the current mobile food vendors is implemented by the City, mobile food vending items will not be in direct competition with the then-existing concessionaire's.

MTI places great focus on excellent customer service through a specialized training program for employees which provides them with a step-by-step system on how to provide each customer with a personalized experience. This system has been proven by the success of the six restaurants that MTI owners manage.

SCORING:

The following are the results of the evaluation scoring by the three panelists:

Panelist #1

Proposer Item	**Maximum Possible Points**	**MDDJ Four Square, LLC** Points Received	**MTI Investments, Inc.** Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**25**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**20**
Total Score	**100**	**60**	**80**

Panelist #2

Proposer Item	Maximum Possible Points	MDDJ Four Square, LLC Points Received	MTI Investments, Inc. Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**20**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**20**
Total Score	**100**	**55**	**80**

Panelist #3

Proposer Item	Maximum Possible Points	MDDJ Four Square, LLC Points Received	MTI Investments, Inc. Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**25**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**25**
Total Score	**100**	**60**	**80**

TRANSITION PLAN

In an effort to minimize any impacts to regular operations of the Concession, RAP staff will work with the incumbent concessionaire and MTI to ensure a smooth transition.

ENVIRONMENTAL IMPACT STATEMENT

This action is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) (issuance of any license to use an existing structure involving no expansion of use) of the City CEQA Guidelines.

ATTACHMENT 4



Open 8 to 8
Daily

Breakfast

Turkey Omelet 12
Ham Omelet 12

Bacon & Eggs 10

Bagels & Lox. 14
Bagel Plate. 10

French Toast
- Caramelized Peaches. 12
- Caramelized Banana. 12
- Upside down Pineapple 12
- Plain. 10

Avo Egg Toast 11
Egg Toast. 8

Fried Egg Sandwich. 12
- Fried egg, Cheese, Bacon, Sautéed onions, tomatoes, spinach

Chicken & Waffle. 14

Lunch

Pickle chips
Side

Avocado Melt. 12
- Swiss cheese, avo, sauteed onions, grilled tom arugula

BTL 12

Grilled Cheese. 12

Turkey Avo Swiss on Croissant. 13

Tuna Melt 13

Grilled Chicken Sandwich. 14

Wraps
- Southwest 12
- Fried Chicken 13

Salads

Chop Salad. 12

Caesar Salad 12

Cobb. 12

Kid Menu

French Toast. 8
Chicken Strips 8

Hot Drinks

Café Latte	4.50
Vanilla Latte	4.75
Carmel Latte	4.75
Chai Latte	4.75
Espresso (double shot)	3.50
Matcha Latte	5.25
Latte Mexicano	4.75
Horchata Latte	4.75
Lavender Honey Latte	4.75
Cappuccino	4.50
Americano	3.75
Mocha	4.50
Coffee	3.50
Hot Tea	3.25
Hot Chocolate	4.25
Soy, Almond, Oat Latte add…	0.50
Dirty	1.00

Cold Drinks

Iced Coffee	3.25
Iced Latte	4.50
Orange Juice	4.00
Boat House Cold Brew	4.50
PomLime Brew	4.75
Arnold Palmer	3.75
Citrus Brew	4.75
Thai Tea	4.75
Milk Tea	4.25
Iced Tea	3.75
black	
green	
white	
Lemonade	4.25
Peach	4.50
Raspberry Lemonade.	4.50
Smoothies (ask)	5

APPROVED
MAY 02 2024
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT **NO.** 24-091

DATE: May 02, 2024 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – APPROVAL OF AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE FOOD AND BEVERAGE CONCESSION – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre	BA	M. Rudnick	
B. Jones		C. Santo Domingo	
B. Jackson		N. Williams	

General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

1. Approve the proposed Agreement (Agreement) with 751 Echo Park LLC (Concessionaire) for the operation and management of the Echo Park Boathouse Café Concession (Concession) for a term of two years, in substantially the form attached to this Report as Attachment 1 and subject to approval as to form by the City Attorney;

2. Find as the contract awarding authority, in accordance with Charter Section 371(e)(10) and 372, that the use of competitive bidding or proposals for the services to be provided by Concessionaire are undesirable and impractical as Concessionaire's services are immediately desired on a temporary basis while the Department of Recreation and Parks (RAP) conducts a competitive solicitation process for the Concession, and Concessionaire was the only vendor who submitted a proposal in connection with RAP's recent outreach efforts;

3. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;

4. Authorize the General Manager or Designee to execute the proposed Agreement substantially in the form attached to this Report (Attachment 1) upon receipt of all

necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this Report and proposed Agreement;

5. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines [Permitting, leasing, licensing an existing structure or facility involving negligible or no expansion of existing or former use] and Article III, Section 1, Class 1(14) of City CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Office of Planning and Research; and,

6. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of $75.00 for the purpose of filing a NOE.

SUMMARY

The Echo Park Boathouse Café Concession (Concession) is situated within the 1,500 square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake).

On October 19, 2016, the Board approved the award of an agreement to MTI Investments Inc. for a term of five years through Board Report No. 16-224 (Attachment 2) that was executed on April 3, 2017. MTI subsequently filed an Articles of Incorporation to continue to operate under a different name, Arete Vintage Reserve (Arete). However, in 2020, the COVID-19 pandemic brought on many challenges for Arete and on October 1, 2020, prior to the expiration of the five year term of the agreement, Arete informed RAP it was no longer able to sustain operations at the Concession due to financial challenges, and vacated the Concession premises in December 2020.

Due to the vacancy and the immediate need to secure a food and beverage operator at the premises, RAP conducted outreach to local similar businesses interested in operating the Concession on an immediate, short-term basis and requested interested vendors to submit a proposal. Julio C. Douglas, operator of the nearby Street Level Café, was the only person/entity that submitted a proposal and was approved by the Board on December 1, 2022, through Board Report No. 22-315 (Attachment 3), to be issued a two year Contract Agreement No. 3963 (Attachment 4), executed on Dec 22, 2022. However, due to a rodent infestation, Mr. Douglas was shut down by the County Department of Health in October 2023, and was unable to sustain the operation of the concession.

In order to reopen the café as soon as possible, RAP conducted outreach again to obtain an interim operator. Proposals were requested from similar businesses interested in operating the Concession on an immediate, short-term basis. One proposal was received from Don Andes and his business entity 751 Echo Park LLC. Mr. Andes has been in the food and beverage industry since 2012 and has successfully renovated what were once underperforming food and beverage businesses into popular revenue generating neighborhood favorites. He is the owner/operator of two successful food and beverage businesses in Echo Park: Little Joy Cocktails, a neighborhood bar, and The Lonely Oyster, a casual fine dining seafood raw bar/restaurant. Beyond Echo Park, Mr. Andes owns and operates the Out There Bar in 29 Palms. His knowledge in the food and

beverage industry, creative thinking, and sound business acumen are reflected in the success of his businesses. Approval of this interim agreement will allow RAP to continue to provide service to the public while an RFP is developed. Therefore, RAP staff recommends that a two year agreement be approved in the form attached as Attachment 1 to this Report.

Piknik, the new Concession, will offer healthy California favorites with a Scandinavian twist. The food and beverage menu (Attachment 5) includes breakfast and lunch options serving specialty coffee, fresh pressed juices, non-alcoholic cocktails, quiche, sandwiches, and grain bowls. Beer and wine will be served upon approval of an Alcoholic Beverage Control (ABC) license. The outdoor seating area was increased to expand seating capacity and enhance the café's ambiance.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of issuance of a license to use an existing structure, involving negligible or no expansion of use.

According to the parcel profile report retrieved April 18, 2024 this area resides in a liquefaction and in a methane zone but the issuance of a permit of use or food consumption will not create conditions that could lead to liquefaction or expose citizens to the risks related to methane seepage. Therefore, there is no reasonable possibility that the proposed project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and future projects that are related to this permit will be evaluated according to the California Environmental Quality Act (CEQA). As of April 18, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWRCB) (Geotracker at https://geotracker.waterboards.ca.gov/) have not listed the project site or any contaminated sites near the project area (within 1,000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed project or within its site. The proposed project is located within Echo Park a City of Los Angeles Historic Cultural Monument (HCM #836). However, since the site has been historically used as a café, the proposed project will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board of Recreation and Parks commissioners determines that the proposed project is categorically exempt from the provisions of the CEQA pursuant to Article 19, Section 15301 of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the California Office of Planning and Research upon Board's approval.

FISCAL IMPACT STATEMENT

This Agreement would guarantee a revenue share fee of four percent (4%) on all sales of food and beverages. The Concessionaire estimates gross sales of $2.46 million and rent to RAP of $98,400.00 over the two year term of the Agreement.

STRATEGIC PLAN ITINTIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 6: Build Financial Strength & Innovative Partnerships
Outcome No. 2 Improved management of rental facilities and concessions
Result: The approval of this Report will allow park visitors and the neighboring community to continue to enjoy high quality food and beverage for their enjoyment while generating revenue to RAP.

LIST OF ATTACHMENTS

1) Proposed Agreement for the Operation and Management of the Echo Park Boathouse Café
2) Board Report No. 16-224
3) Board Report No. 22-315
4) Agreement No. 3963
5) Piknik Menu and Price List

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

ATTACHMENT 1

CONCESSION AGREEMENT
FOR THE
OPERATION AND MANAGEMENT OF
ECHO PARK BOATHOUSE CAFÉ

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

751 ECHO PARK LLC

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CONCESSION AGREEMENT FOR
OPERATION AND MANAGEMENT OF ECHO PARK BOATHOUSE CAFÉ

THIS Agreement (hereinafter "AGREEMENT" or "CONTRACT") is made and entered into this _____ day of _____, 2024, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY") acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), and 751 Echo Park LLC (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, RAP seeks to serve the public by providing food and beverage services at the Echo Park Lake Boathouse Café (hereinafter "CONCESSION"); and

WHEREAS, RAP 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, RAP 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 conduct outreach to local similar businesses to operate the Echo Park Lake Boathouse Café due the CONCESSION being suddenly vacated by the previous operator; and

WHEREAS, CONCESSIONAIRE was the only respondent to such outreach; and

WHEREAS, RAP has reviewed CONCESSIONAIRE's ability to operate the CONCESSION, and determined that the CONCESSIONAIRE has the necessary experience and qualifications to operate the CONCESSION; and

WHEREAS, RAP AND CONCESSIONAIRE desire to enter into this Agreement for the operation and management of the CONCESSION, to provide food, beverage and related services to the public.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of twenty-eight (28) pages and eight (8) exhibits (A-H) 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:	Echo Park Boathouse Café Food and Beverage Concession
CONCESSIONAIRE:	751 Echo Park LLC
FACILITY:	Echo Park Lake Boathouse Café located at 751 N. Echo Park Ave., Los Angeles, CA 90026
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY.
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
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9/22) [V.1] 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, including beer and wine, and offer related services as approved by the GENERAL MANAGER. 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 PREMISES, this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks to the area, nor does it prohibit RAP from hiring outside caterers for RAP-hosted events.

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

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

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: 751 N. Echo Park Ave., Los Angeles, CA 90026. The PREMISES shall include the FACILITY and all, if any, portions of the CONCESSION that the GENERAL MANAGER, by express written consent, approves for offering food and beverage services. Location of PREMISES is outlined 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 PREMISES to CONCESSIONAIRE 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 two (2) years, commencing on XXXXXXX XX, 2024 ("Commencement Date"). This AGREEMENT may be terminated at any time by CONCESSIONAIRE or GENERAL MANAGER, by giving at least thirty (30) days written notice to the other party stating the date upon which this AGREEMENT shall terminate.

RAP may terminate this AGREEMENT upon execution of a new Concession Agreement for the PREMISES, including execution of a contract resulting from a Request for Proposal. Upon receipt of a written notice of termination, CONCESSIONAIRE agrees to discontinue occupancy and/or any activity being performed on or within the PREMISES. The right of the GENERAL MANAGER to terminate this AGREEMENT is and shall remain unconditional. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT.

RAP shall have the right to reenter the PREMISES on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise, and may permit any other person, firm or corporation to enter upon the PREMISES and use the same.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. **Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. 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 main dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti at 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 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 operations at the PREMISES, 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 of any of the above nondiscrimination covenants, with proper notification as per Section PSC-9 of the Standard Provisions, CITY shall have the right to terminate the AGREEMENT and

to reenter and repossess said PREMISES 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 RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

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

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

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

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the CONCESSION. During the days and hours established for the operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession

Manager, subject to RAP approval. If a new manager is not assigned within three business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. **Approval of Employees, Volunteers and Subcontractors**
RAP shall have the right to approve or disapprove all employees, volunteers, and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. 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.

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 sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

2. All menu items and services, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages.

3. The sale of beer and wine is permitted at the CONCESSION. CONCESSIONAIRE shall post signs prohibiting the sale of alcoholic beverages to minors and shall take all additional necessary action(s) to ensure that beer and wine are not dispensed to minors. Sale of alcoholic beverages requires a license from and compliance with the rules and regulations of the Alcoholic Beverage Control Board (ABC).

4. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options of food and beverages. Menus must include vegan protein entrée options for those patrons following a plant-based diet. 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 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 C). All food and beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

7. 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.

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

9. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

G. **Diversion of Business**

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

H. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

As a courtesy, CITY shall at no cost to CONCESSIONAIRE, provide certain equipment (which shall remain the property of CITY) as specified in the City-Owned Equipment List (Exhibit D). The CITY reserves the right to remove or salvage any and all items of City-Owned Equipment. CITY shall not be responsible for the replacement or repair of said items. No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP.

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 three (3) 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, 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. RAP will be responsible for utility lines and repairs, including telephone; heat exchangers, fans, controls and electric panels; all plumbing and refrigeration, and the exterior of the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

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, shall restore said PREMISES and improvements thereto to 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. Concessionaire shall pay $300.00 a month to RAP for the utility services of water and electricity. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for natural gas, 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.

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

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

M. **Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines,

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, 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 E) (see SECTION 20, “NOTICES,” for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

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**

CONCESSIONAIRE must obtain prior approval from RAP for any activities which include amplified sound.

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. CONCESSIONAIRE may also install security personnel at the exterior of the PREMISES if such is deemed necessary by CONCESSIONAIRE for the safety of patrons and staff.

T. **Quiet Enjoyment**

RAP agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms,

conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

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."

SECTION 6. FACILITY IMPROVEMENTS, STARTUP COSTS AND EQUIPMENT

CONCESSIONAIRE shall spend the following amounts on the following items for facility improvements at the CONCESSION as further detailed below in this Section 6 and as further proposed by CONCESSIONAIRE in its proposal (Exhibit I), and as approved by RAP:

Equipment & Smallwares	$20,000
Interior Décor	$10,000
Exterior Tables & Umbrellas	$5,000
Opening Inventory	$12,462
Permits & Fees	$4,915
Liquor License	$1,065
Signage	$3,000
Contingency	$3,500
TOTAL	$59,942

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**
   Any structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE, including the plans and specifications therefore, shall be pre-approved by RAP and in all respects conform to and comply with

the applicable statutes (including the California Environmental Quality Act), ordinances, 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.

SECTION 7. HOURS / DAYS OF OPERATION

The CONCESSION must be open 8:00 AM to 8:00 PM daily, but may close for Thanksgiving Day and Christmas day.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER. Additional hours of business shall be at CONCESSIONAIRE'S discretion, keeping in line with the hours of Echo Park. Final determination of hours of operation are at the discretion of the General Manager.

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. MONTHLY RENTAL PAYMENT

A. **Revenue Sharing Fees**
As part of the consideration for the granting of the CONCESSION though this AGREEMENT, CONCESSIONAIRE shall pay to RAP a monthly revenue sharing fee of four percent (4%) on all sales of food and non-alcoholic beverages.

B. **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 F) shall be addressed to:

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

C. **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;

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:

1. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;

2. 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;

3. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

D. **Monthly Revenue Reports**
CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit F) for the month for which a payment is submitted.

E. **Late Payment Fee**
Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, 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.

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, 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.

F. **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 G); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit G).

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 CONCESSIO 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.

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, 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 H) 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 foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, 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 refurnishing/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.

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, 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. Concessionaire must abide by any Integrated Pest Management (IPM) Guidelines prescribed by, and at the discretion of, the RAP General Manager.

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 fighters 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 Ten Thousand Dollars ($10,000) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit
CONCESSIONAIRE'S Deposit shall be in the following form:

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

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

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

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

SECTION 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 (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 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 at least three years thereafter.

A. **Employee Fidelity Bonds**

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

B. **Cash and Record Handling Requirements**

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

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

1. Regular books of accounting such as general ledgers.

2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

4. Cash 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 able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports if requested.

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 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 immediately comply with any written request or order submitted to it by CITY or RAP.

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

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits.

E. **Control of Premises**

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

F. **First Source Hiring Ordinance**

Unless otherwise exempt 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 AGREEMENT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.

2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:

   a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

   b. Interview qualified individuals referred by EWDD; and;

   c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.

3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

G. Zero Waste City Facility and Events on City Property Ordinance

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

SECTION 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 works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 20. 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:

751 Echo Park LLC
Attn: Don Andes
14069 Marquesas Way #208 Marina Del Rey CA 90292

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

SECTION 21. 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. 9/22) [v.1]
B. Concession Premises Map
C. Good Food Purchasing Program (Rev. 9/17)
D. City-Owned Equipment List
E. Form General No. 87 "Non-Employee Accident or Illness Report"
F. Monthly Revenue Report
G. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
H. Special Occurrence and Loss Report
I. Proposal submitted to RAP by Concessionaire
J. Zero Waste City Facility and Events on City Property Ordinance

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 G, (4) Exhibit B, (5) Exhibit C, (6) Exhibit D, (7) Exhibit E, (8) Exhibit F, (9) Exhibit H.

(*Signature Page to Follow*)

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

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

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

BY: _____ DATE: _____
JIMMY KIM
General Manager

CONCESSIONAIRE

BY: _____ DATE: _____

Title: _____

APPROVED AS TO FORM:
HYDEE F. SOTO, City Attorney

BY: _____ DATE: _____
BRENDAN KEARNS
Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

APPROVED
10-19-2016

BOARD REPORT BOARD OF RECREATION AND PARK COMMISSIONERS **NO.** 16-224

DATE: October 19, 2016 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – AWARD OF CONTRACT TO MTI INVESTMENTS, INC. (CON-F16-002); EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) (ISSUANCE OF LICENSE TO USE AN EXISTING STRUCTURE)

A.P. Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

_____
General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Award the Echo Park Boathouse Café Concession to MTI Investments, Inc. (MTI), for a term of five years with one five-year renewal option exercisable at the General Manager's sole discretion;

2. Approve a proposed Agreement between the City of Los Angeles and MTI for the operation and maintenance of the Echo Park Boathouse Café Concession (Agreement), subject to the approval of the Mayor, the City Council, and the City Attorney as to form;

3. Direct the Board Secretary to transmit the Agreement to the Mayor per Executive Directive No. 3, and, to the City Attorney for approval as to form;

4. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;

5. Find, 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 operation and maintenance of the Echo Park Boathouse Café Concession;

6. Authorize the General Manager or Designee to execute the proposed Agreement and to make any necessary technical changes consistent with the Board's intent in approving the proposed Agreement; and,

7. Find that the proposed Project is categorically exempt from the California Environmental Quality ACT (CEQA), and direct RAP staff to file a Notice of Exemption.

SUMMARY

The Echo Park Boathouse Café Concession (Concession) is situated within the 1,500 square foot Echo Park Boathouse (Boathouse), located in the Echo Park community at 751 N. Echo Park Avenue, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake).

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent effort to improve the infrastructure was completed in 2007. Phase II, which was completed in 2012, included the retrofit of the existing building and incorporation of areas for two concessions: a Café and a pedal boat rental operation.

On October 2, 2013, the Board approved and awarded Square One Dining the right to operate the Café under Concession Agreement No. 273 for one year, with two one-year extension options through Report No. 13-244 (Attachment 2). Both options were exercised and Square One continues to operate the Café. In 2015, the Concession generated annual gross receipts of Five Hundred Eighty Thousand, Eight Hundred Thirty-Nine Dollars ($580,839.00), which produced revenue-share to RAP of five percent (5%) totaling Twenty-Nine Thousand, Forty-Two Dollars ($29,042.00).

BACKGROUND

On May 20, 2015, the Board approved and authorized the release of an RFP for a three-year Agreement for the operation and maintenance of the Concession through Report No. 15-108 (Attachment 3). The RFP was released on July 8, 2015 and advertised via Los Angeles Daily Journal, on RAP's website, on the Los Angeles Business Assistance Virtual Network (LABAVN), and by correspondence to interested parties on a list maintained by RAP.

On September 8, 2015, RAP received one proposal - from MDDJ Four Square LLC (Four Square), whose three officers form the management team of Square One, the current Café operator. Four Square's proposal was responsive and determined to be acceptable.

On January 22, 2016, RAP staff met with Four Square to negotiate the new Concession Agreement. Four Square stated that they could not commit to the annual minimum revenue-share amount that they originally included in their proposal. Instead, Four Square proposed a reduced annual minimum revenue-sharing amount during the negotiation of the Concession Agreement. RAP consulted with the City Attorney, who opined that the annual minimum revenue-sharing amount as stipulated in their proposal could not be reduced, and if Four Square is unable to execute the Agreement as proposed, the $5,000.00 proposal deposit must be forfeited and retained by RAP.

On April 20, 2016, the Board approved the reissue of the RFP for the operation and maintenance of the Concession with a term of five years, with one five-year renewal option through Report No. 16-093 (Attachment 4). The pre-proposal conference was held on June 2, 2016.

The new proposed Agreement does not provide exclusivity for mobile vending; however, the Agreement would allow the concessionaire to operate a mobile food service to complement the Café.

On June 21, 2016, RAP received two proposals: One from Four Square and another from MTI, Investments Inc. (MTI). Both responses passed the Level I review and were evaluated for Level II review. MTI received higher scores, averaging eighty (80) points in the business and operational plan categories. Four Square scored an average of sixty (60) points.

Four Square has operated the Concession for the past three years and has established itself as a strong business in the Echo Park/Silver Lake Community. They have successfully operated the Café with a menu that consists of fresh foods prepared daily, including sandwiches and breakfast foods.

BUSINESS PLAN

MTI proposed a creative and innovative concept, Curate Café. The proposed menu (Attachment 5) includes food items made fresh daily with locally sourced ingredients, and features organic beef in burgers, along with specialty smoothie bowls, vegetable dishes, salads and an enticing breakfast menu. In addition, MTI proposed a seasonal mobile food cart operation plan that includes a variety of cuisine including barbeque items, gourmet soups, and turkey legs. MTI demonstrated enthusiasm in partnering with local businesses and working alongside the current local mobile vendors. In order to protect this proposed addition to the offerings at this Concession, RAP will ensure that when a permitting program for the current mobile food vendors is implemented by the City, mobile food vending items will not be in direct competition with the then-existing concessionaire's.

MTI places great focus on excellent customer service through a specialized training program for employees which provides them with a step-by-step system on how to provide each customer with a personalized experience. This system has been proven by the success of the six restaurants that MTI owners manage.

SCORING:

The following are the results of the evaluation scoring by the three panelists:

Panelist #1

Proposer Item	**Maximum Possible Points**	**MDDJ Four Square, LLC** Points Received	**MTI Investments, Inc.** Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**25**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**20**
Total Score	**100**	**60**	**80**

Panelist #2

Proposer Item	**Maximum Possible Points**	**MDDJ Four Square, LLC** Points Received	**MTI Investments, Inc.** Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**20**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**20**
Total Score	**100**	**55**	**80**

Panelist #3

Proposer Item	Maximum Possible Points	MDDJ Four Square, LLC Points Received	MTI Investments, Inc. Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**25**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**25**
Total Score	**100**	**60**	**80**

TRANSITION PLAN

In an effort to minimize any impacts to regular operations of the Concession, RAP staff will work with the incumbent concessionaire and MTI to ensure a smooth transition.

ENVIRONMENTAL IMPACT STATEMENT

This action is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) (issuance of any license to use an existing structure involving no expansion of use) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

MTI proposed the minimum revenue-share of nine percent (9%) or Forty Thousand Dollars ($40,000.00) minimum annual revenue, which will guarantee revenue to RAP in the amount of at least Two Hundred Thousand Dollars ($200,000.00) during the first five-year term.

This Report was prepared by Sonia Robinson, Management Analyst II, Partnership and Revenue Branch, Concessions Unit.

LIST OF ATTACHMENTS

1) Proposed Agreement for the Operation and Maintenance of the Echo Park Boathouse Café Concession between the City of Los Angeles and MTI Investments, Inc.
2) Board Report No. 13-244: Request for Proposals for the Echo Park Boathouse Café.
3) Board Report No. 15-108
4) Board Report No. 16-093
5) Curate Café Menu

DRAFT AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF
THE ECHO PARK BOATHOUSE CAFÉ CONCESSION

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

MTI INVESTMENTS, INC.

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DRAFT AGREEMENT FOR OPERATION AND MAINTENANCE OF THE ECHO PARK BOATHOUSE CAFÉ CONCESSION

THIS Agreement (hereinafter "AGREEMENT") is made and entered into this _____ day of _____ , 201_, 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 MTI INVESTMENTS, INC. (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing café services including the sale of food and non-alcoholic beverages at the Echo Park Boathouse Café and optional mobile food & beverage carts at Echo Park Lake (hereinafter "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 improvement, operation and maintenance of this CONCESSION; and

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

WHEREAS, RAP advertised for proposals for the operation and maintenance of the CONCESSION, to include providing café services and related services to the public; and

WHEREAS, RAP received and evaluated two proposals which were received on June 21, 2016, and

WHEREAS, MTI Investment, Inc. was scored as the highest-ranked proposer, and selected to provide café and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, the CONCESSIONAIRE desires to enter into such AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at Echo Park Boathouse Café.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of thirty- five (35) pages and thirteen (13) exhibits (A-M) attached hereto

BOARD:	Board of Recreation and Park Commissioners
CITY:	The City of Los Angeles, Acting by and through its Department of Recreation and Parks
CONCESSION:	Echo Park Boathouse Café Concession
CONCESSIONAIRE:	MTI INVESTMENTS, INC.
RAP:	The Department of Recreation and Parks
FACILITY:	The Echo Park Boathouse Café located at 751 N. Echo Park Avenue, Los Angeles, CA 90026.
LAAC:	The Los Angeles Administrative Code
LAMC:	The Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the Concession may be operated.
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 3/09), attached hereto as "Exhibit B" 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 non-alcoholic beverages. Patrons will be able to order food from inside the Echo Park Boathouse (Boathouse), and seating is to be arranged both inside and outside of the facility. Value-priced, pre-prepared and packaged items and non-alcoholic beverages for quick service will also be available. Additionally, with the expressed written consent of GENERAL MANAGER and at his discretion, the CONCESSIONAIRE may provide mobile food carts to sell food and non-alcoholic beverage items at Echo Park Lake (Lake). The Boathouse, located on the PREMISES, has designated space authorized for use and activities by the CONCESSIONAIRE as identified in Exhibit A; and, not for any other purpose without the prior written consent of GENERAL MANAGER. Any mobile food carts operated by CONCESSIONAIRE should identify CONCESSIONAIRE and include the address and phone number of CONCESSIONAIRE along with the notation that all complaints regarding change, quality, etc., should be referred directly to the CONCESSIONAIRE.

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.

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While CONCESSIONAIRE is granted the exclusive right to sell food and non-alcoholic beverages to the general public at the CONCESSION PREMISES, this exclusive right does not prohibit private parties from preparing or bringing their own food to the park. If the GENERAL MANAGER, by express written consent, gives CONCESSIONAIRE the right to sell food and non-alcoholic beverages to the general public from mobile food and beverage carts in approved areas, that right is non-exclusive. RAP does not warrant or guarantee the enforcement of LAMC provisions prohibiting unpermitted vending.

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

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

SECTION 3. PREMISES

The PREMISES (Exhibit A) subject to this AGREEMENT are located at: Echo Park Lake, 751 N. Echo Park Avenue, Los Angeles, CA 90026. The PREMISES shall include the Boathouse and all, if any, portions of the park that the GENERAL MANAGER, by express written consent, approves for vending food and beverages from mobile food carts. Location of PREMISES as set forth in Exhibit A, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP.

The CONCESSION is situated within a fifteen hundred (1,500) square foot Boathouse on the east side of the Lake. The Boathouse was originally constructed in 1932. The design of the Boathouse is in the Spanish Colonial Revival Style. The Boathouse is a historically significant contributing element to the surrounding of the Lake. The thirteen (13) acre Lake is surrounded by the Park, with eleven (11) acres of open recreational space. In 2006, the City of Los Angeles (City) designated the Park as Historic-Cultural Monument (HCM) No. LA-836.

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 five (5) years with a one (1) five-year extension option exercisable at the sole discretion of RAP's General Manager, effective on the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke the AGREEMENT.

SECTION 5. OPERATING RESPONSIBILITIES

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

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A. **Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. 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 main dumpster during the term of this AGREEMENT.

B. **Conduct**

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

C. **Disorderly Persons**

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

D. **Non-Discrimination**

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 of any of the above nondiscrimination covenants, with proper notification as per Section 14, 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

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for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

E. **Personnel**

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

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

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

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of CONCESSION 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 subject 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, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

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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. 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 fingerprint each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction.

F. **Menu and Pricing**

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 sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City of Los Angeles. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated whenever prices are changed.

2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES, shall be of high quality and must be related to the ordinary business of the CONCESSION. No adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE. All merchandise kept for sale by the CONCESSIONAIRE shall be kept subject to the approval or rejection of RAP and CONCESSIONAIRE shall remove from the PREMISES any article which may be rejected and shall not again offer it for sale without the written approval of GENERAL MANAGER. RAP may order the improvement of the quality of any menu item.

3. CONCESSIONAIRE shall offer for sale to the public a full range of food items, pre-prepared and packaged items and non-alcoholic beverages as approved in CONCESSIONAIRE's Proposal (proposed plan will become Exhibit C to this Agreement).

4. CONCESSIONAIRE may sell food items and non-alcoholic beverages from mobile food carts in the Park with the written approval of GENERAL MANAGER.

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5. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options for food and non-alcoholic 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 Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(b), Subsections 2 and 3). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs.

6. 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.

7. The sale of liquor, beer, and wine is prohibited.

8. The sale of energy drinks are prohibited.

9. CONCESSIONAIRE shall offer for sale to the public an appropriate selection of food and refreshment items. CONCESSIONAIRE will implement the proposed plan in the proposal based on the Good Food Purchasing Policy from the Los Angeles Food Policy Council outlined in CONCESSIONAIRE's Proposal as approved by RAP (proposed plan will become Exhibit C to this Agreement). All food/beverage subcontractors selected by the CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

10. 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. CONCESSIONAIRE shall comply with the Good Food Purchasing Policy.

    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.

11. CONCESSIONAIRE shall minimize the paper items (straw covers, 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. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs.

12. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

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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**
All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from the PREMISES and shall be allowed a period of three (3) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables 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, equipment, 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. RAP will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of the CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

No equipment provided by RAP (Exhibits D and E) shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP, and if consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.

J. **Claims for Labor and Materials**
The CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP property (including reports, documents, and other tangible matter produced by the CONCESSIONAIRE hereunder), against the CONCESSIONAIRE's rights hereunder, or against RAP, and shall pay all amounts due under the Unemployment Insurance Act 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 the Cultural Affairs Department or other appropriate agencies.

The CONCESSIONAIRE shall place a public notice that the CONCESSIONAIRE operates the Echo Park Boathouse Café. The address and phone number of CONCESSIONAIRE will

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be shown along with the notation that all complaints should be referred directly to the 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 the same condition as prior to the placement of any such signs or displays.

RAP may, at its discretion, install RAP-issued umbrella or canopy shade structure bearing the City's or RAP logo at RAP's request. Said umbrella or canopy shade structure shall be provided by RAP at no cost to PERMITTEE. 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 PERMIT.

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, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for telephone 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.

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.

In the event that individual utility meters are not available, CONCESSIONAIRE shall remit, on a monthly basis in conjunction with revenue-sharing payments to RAP, the amount of Four Hundred Fifty Dollars ($450.00) as payment for utilities. Payment of utilities will be subject to increase annually to cover increasing utility costs.

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

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M. **Vending Machines**
CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, 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, 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" (see SECTION 18, “NOTICES,” for mailing address) (Exhibit F). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

O. **Environmental Sensitivity**
The 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**
No amplified sound is permitted by CONCESSIONAIRE.

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.

T. **Quiet Enjoyment**
RAP agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the

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CONCESSION 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 the CONCESSIONAIRE's quiet enjoyment of the concession PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

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."

SECTION 6. IMPROVEMENTS

The Boathouse is a historically significant contributing element to the Park. The Park is designated as HCM No. LA-836 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM LA-836 is also listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. The Boathouse is considered historically significant for California Environmental Quality Act (CEQA) purposes.

Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the facility. The award of the AGREEMENT shall not constitute approval to make any improvements. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option.

In the event improvements, repairs or physical alterations are required for any reason during the term of the Agreement, no improvements, repairs or physical alterations to the Boathouse may be initiated by CONCESSIONAIRE without prior written approval from the GENERAL MANAGER. In addition to written approval from the GENERAL MANAGER, the CONCESSIONAIRE must also obtain the prior written approval of the Cultural Heritage Commission for any proposed substantial alterations to the affected area in accordance with Section22.171.14of the Los Angeles Administrative Code.

Any infractions, large or small, to the prohibition on improvements, repairs or physical alterations will be treated as a material breach of the AGREEMENT and will be subject to all of the applicable laws, fines and penalties imposed by the City's Department of Building and Safety, as well as the Office of Historic Resources.

RAP shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements, according to approved plans, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, completed as stipulated, or completed to the satisfaction of RAP. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from the CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 12, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified in the written approval, or as prescribed by RAP, 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 improvement, the CONCESSIONAIRE shall

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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 AGREEMENT value, the CONCESSIONAIRE will be responsible for RAP the difference within thirty (30) days of written notification.

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.

A. **Reserve Fund**

RAP will establish a reserve fund for the CONCESSION. CONCESSIONAIRE shall submit with the monthly revenue-sharing payment, a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars ($200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option. This Fund is not to be used for routine repair and maintenance or lost equipment replacement. The Fund shall be cumulative and carry-over from year-to-year during the term of the AGREEMENT. In the event of termination for any reason, or at the conclusion of the AGREEMENT term, any amount in this Fund account will remain with RAP. Annually in January, the CONCESSIONAIRE may submit a request for use of the Fund for expenditures in the coming year for review and approval of the GENERAL MANAGER. In the event of emergency, CONCESSIONAIRE shall request in writing the use of the Fund for other purposes, or the GENERAL MANAGER may request use of the Fund on a specific repair, refurbishment, or replacement.

B. **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, 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.

C. **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.

D. **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

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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.

SECTION 7. HOURS / DAYS OF OPERATION

The CONCESSION must operate a minimum of six (6) hours daily (except for proposed holidays and inclement weather). CONCESSIONAIRE shall coordinate hours of operation with RAP to coincide with Echo Park Boathouse Pedal Boats Operator. The hours of operation are as follows:

XXX a.m. to XXX p.m., XXXday to XXXday.

The CONCESSION will be closed on XXXday(s)

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. REVENUE-SHARING FEE PAYMENT

A. As part of the consideration for RAP's granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to RAP a monthly revenue-sharing fee of:

The greater of:

- The Annual Minimum Revenue-Sharing Guarantee of Forty Thousand Dollars ($40,000.00)

or

- Nine percent (9%) of gross receipts of all sales

whichever is higher.

Refer to SECTION 8.C for the definition of “Gross Receipts.”

If the minimum annual revenue-sharing payment is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by the City of Los Angeles and the minimum annual revenue-sharing payment will be due to the City of Los Angeles by January 15th of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

B. **Revenue-Sharing Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Exhibit G) shall be addressed to:

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C. **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 taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;

3. California Redemption Value (CRV);

4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;

5. 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;

6. 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 PREMISES;

7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

8. 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;

9. 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;

10. Fair market trade-in allowance, in the event merchandise is taken in trade;

11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;

12. 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.

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

13. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;

14. 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;

15. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

D. **Monthly Revenue-Sharing Reports**

CONCESSIONAIRE shall transmit with each revenue-sharing payment a Monthly Gross Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit G), for the month for which a payment is submitted.

E. **Late Payment Fee**

Failure of CONCESSIONAIRE to timely pay any revenue-sharing payment or any other fees, changes, 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.

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, 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 revenue-sharing 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 revenue-sharing payment so accepted.

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

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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. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of the 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.

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

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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, 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 manure or other 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 reasons, 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 H) 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

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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 foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, 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 refurnishing/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 café, storage facilities, restaurants, offices and storage containers owned and/or used by CONCESSIONAIRE.

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.

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2. Pedal boats, rental halls, 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 11. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.

2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;

3. 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

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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 26, Division 19.1, Section 19-2510 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. Climb the ladder that accesses the Tower area inside the Boathouse (Exhibit A, Space 5);

12. Use the PREMISES in any manner that will constitute waste;

13. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 12. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Five Thousand Dollars ($5,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit
CONCESSIONAIRE'S Deposit shall be in the following form:

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

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

B. **Maintenance of Deposit**
Said deposit shall be held by RAP during the entire term of the AGREEMENT.

C. **Return of Deposit to CONCESSIONAIRE**
Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by RAP in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT.

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RAP reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to RAP by CONCESSIONAIRE as shown by any exit audits performed by RAP, or as compensation to RAP for failure to adhere to or execute the terms and conditions of the AGREEMENT.

SECTION 13. 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. During the entire term of the AGREEMENT, the CONCESSIONAIRE must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).

D. 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) 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^{th}) 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 14. 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

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the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser.

SECTION 15. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three (3) years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three (3) 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**
Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. CONCESSIONAIRE shall not purchase or install the cash register before obtaining RAP's

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written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, the CONCESSIONAIRE may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of 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 computerized Point-of-Sale system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased.

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 16. 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 the CONCESSIONAIRE'S operations; and,

4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. **Permissions**

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

D. **Right of Inspection**

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

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between the CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits

E. **Control of Premises**

RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said 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,

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Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit J). 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.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit K) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit L) 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 (7) 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, the 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 the 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 the CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's

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Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of the 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. **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 M. 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.

I. **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.

SECTION 17. EQUAL EMPLOYMENT PRACTICES

Pursuant to the L.A.A.C, Section 10.8.3., CONCESSIONAIRE shall comply with the following practices. For the purposes of this section, CONCESSIONAIRE shall be referred to as "Contractor", AGREEMENT shall be referred to as "Contract", and RAP shall be referred to as "Awarding Authority". Further definitions for this section can be found in the L.A.A.C., Section 10.8.1.

A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because or, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.

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1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City Contracts. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City of Los Angeles. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equality for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to

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those adopted in applicable Federal Executive orders. No other rules, regulations, or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.

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

J. By affixing its signature on a Contract that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:

1. Hiring practices;
2. Apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

SECTION 18. AFFIRMATIVE ACTION PROGRAM

Pursuant to the LAAC, Section 10.8.4., CONCESSIONAIRE shall comply with the following practices. For the purposes of this section, CONCESSIONAIRE shall be referred to as "Contractor", AGREEMENT shall be referred to as "Contract", and RAP shall be referred to as "Awarding Authority". Further definitions for this section can be found in the LAAC, Section 10.8.1.

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority of the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contact, the Contract may be forthwith cancelled, terminated, or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars ($10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations, or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

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J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve, or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women, and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

a. Recruit and make efforts to obtain employees through:

i. Advertising employment opportunities in minority and other community news media or other publications.
ii. Notifying minority, women, and other community organizations of employment opportunities.
iii. Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
iv. Encouraging existing employees, including minorities and women, to refer their friends and relatives.
v. Promoting after school and vacation employment opportunities for minority, women, and other youth.
vi. Validating all job specifications, selection requirements, tests, etc.
vii. Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
viii. Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman, or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs that assist minority, women, and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

e. Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

f. Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State, and Federal authorities upon request.

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g. Establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Program for all of its operations and Contracts. The policies shall be provided to all employees, subcontractors, vendors, unions, and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

h. Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

i. What steps were taken, how, and on what date.
ii. To whom these efforts were directed.
iii. The responses received, from whom, and when.
iv. What other steps were taken, or will be taken, to comply and when.
v. Why the Contractor has been, or will be, unable to comply.

2. Every contract of Twenty-Five Thousand Dollars ($25,000.00) or more which may provide construction, demolition, renovation, conservation, or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal, or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of Contractors, subcontractors, and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, subcontractor, or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the Contractor's, Subcontractor's, or supplier's geographical area for such work;

6. The entry of qualified women, minority, and all other journeymen to the industry; and,

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement, or death and not by termination, layoff, demotion, or change in grade.

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N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board, or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

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 works, structures, or other improvements owned by CONCESSIONAIRE and restore the premises to the same or as good condition, ordinary wear and tear excepted, as the same were in it at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have thirty (30) days to effect removal and restoration. CONCESSIONAIRE may at his 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. 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: Partnerships and Revenue Branch/Concession Unit
P.O. Box 86328
Los Angeles, CA 90086-0610

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.

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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 the 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 Concessions Analyst. 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:

MTI INVESTMENTS, INC.
Attn: Jason Espiritu
10330 Pioneer Blvd., Suite 215
Santa Fe Springs, CA 90670

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

SECTION 21. 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. Echo Park Boathouse and Café Concessions Premises Map
B. Standard Provisions for City Contracts (Rev.3/09)
C. Proposal in Response to RFP No. CON-F16-002
D. Echo Park Boathouse Floor Plan
E. Echo Park Boathouse City-Owned Equipment List
F. Form General No. 87 "Non-Employee Accident or Illness Report"
G. Remittance Advice Form
H. Special Occurrence and Loss Report
I. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
J. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
K. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
L. Schedule C, Final Subcontracting Report
M. 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)

DRAFT

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.

(*Signature Page to Follow*)

DRAFT

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: _____
MICHAEL A. SHULL
General Manager

MTI INVESTMENTS, INC.

BY: _____ DATE: _____

Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____ DATE: _____

Deputy City Attorney

Business Tax Registration Certificate Number: _____

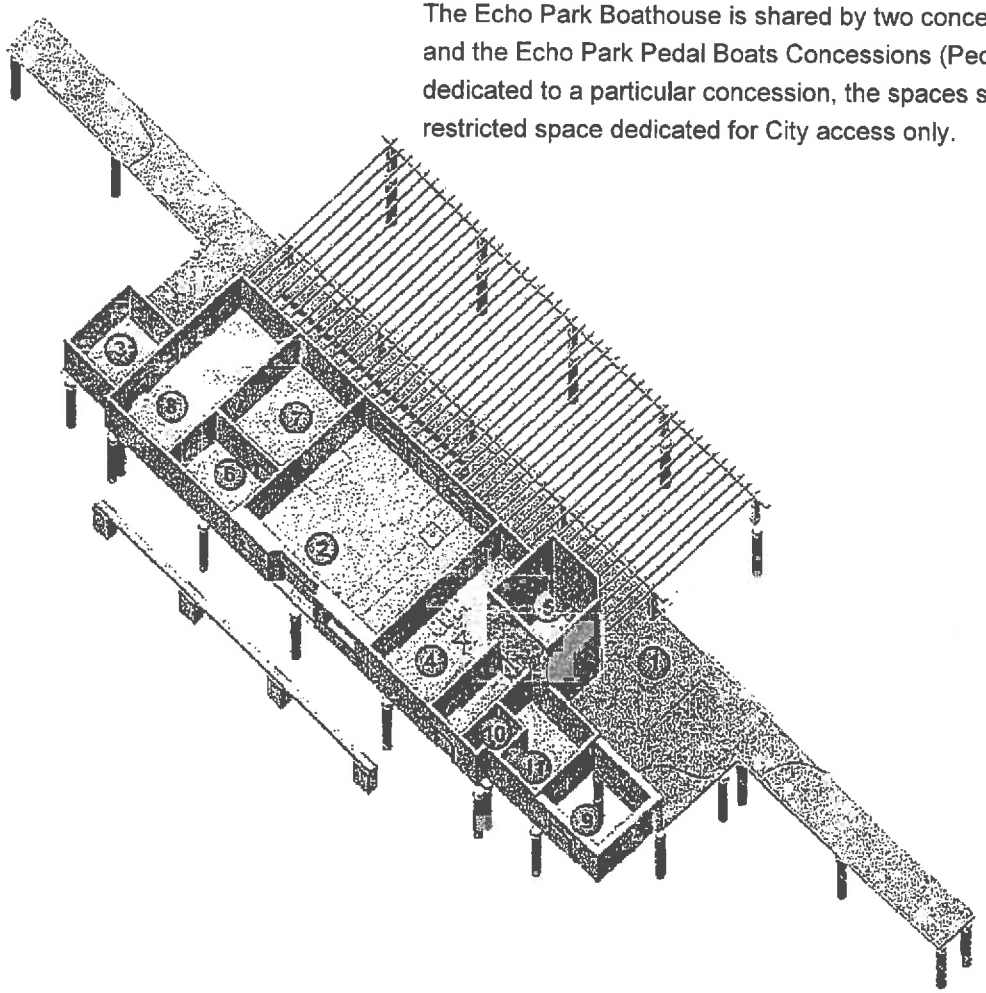
Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

DRAFT

Echo Park Boathouse - Echo Park Boathouse Café Concession Premises

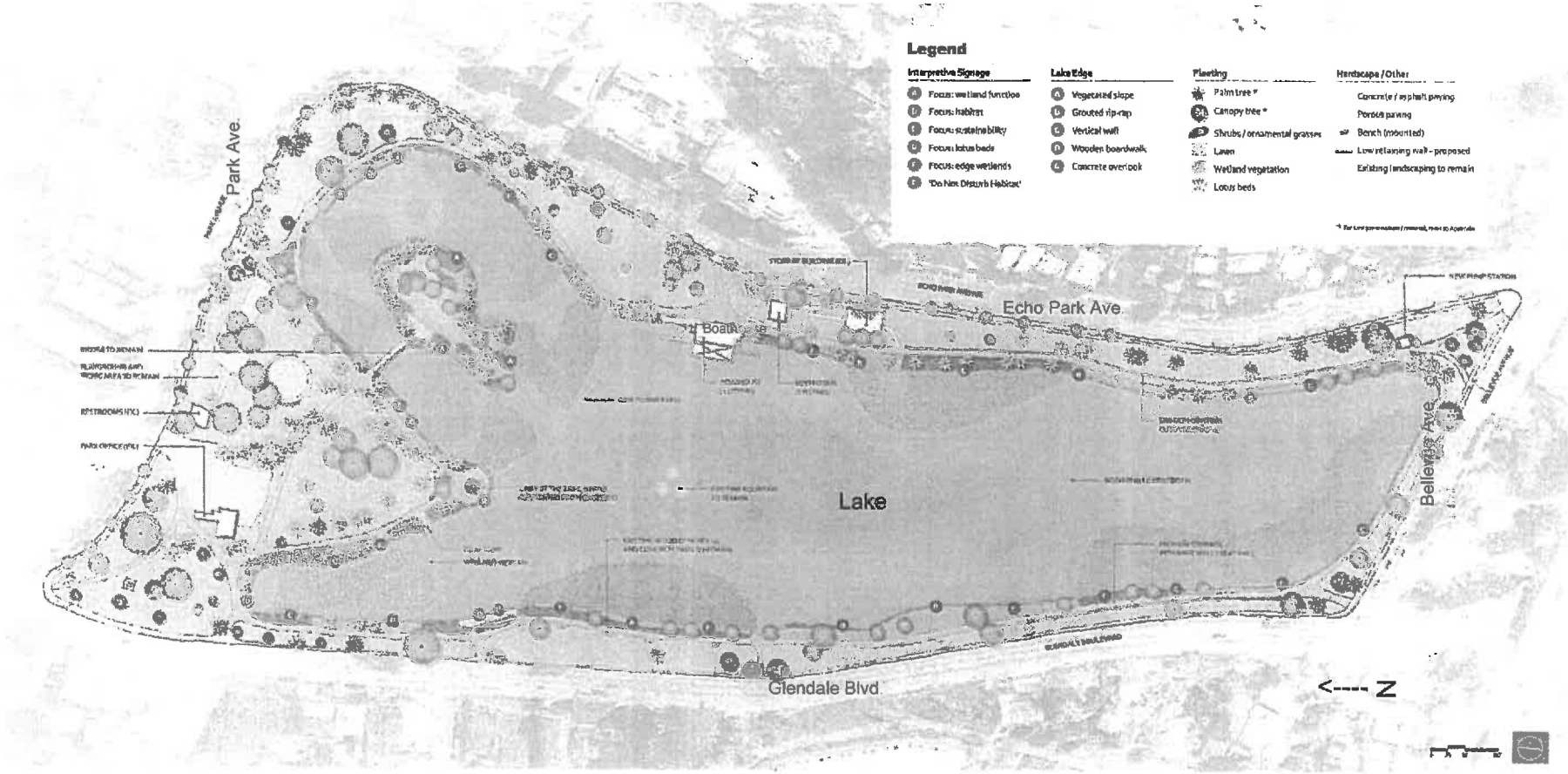
The Echo Park Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Pedal Boats Concessions (Pedal Boats). Exhibit A, Page 1 of 2, identifies the spaces dedicated to a particular concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only.



1. BOATHOUSE DOCK (Pedal Boats)
2. CONCESSION ROOM (Shared Space)
3. SUPPLY/ STORAGE ROOM (Pedal Boats)
4. COMMERCIAL KITCHEN (Café)
5. TOWER (Restricted Area - City Access Only)
6. OFFICE (Café)
7. CASHIERS OFFICE (Café)
8. BOAT REPAIR ROOM (Pedal Boats)
9. EXTERIOR STORAGE/ TRASH (Café)
10. RESTROOM (Café)
11. LOCKER/ STORAGE ROOM (Café)

Draft Agreement Exhibit A

The Park Area of Echo Park Lake (Lake) - bounded by Park Avenue (north), Bellevue Avenue (south), Echo Park Avenue (east), and Glendale Boulevard (west).



March 2010

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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;

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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. 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 the **CITY** may immediately terminate this Contract.

3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

6. 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-10(A) Termination for Convenience.

7. The rights and remedies of the **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.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq*.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR,** but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

   1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

   2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

   3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.

E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

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

J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.

F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq*. of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq*. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq*., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. **CONTRACTOR** shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq*., and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq*., of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.

B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.

C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq*., Contractor Responsibility Ordinance.

E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq*., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

> "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued)
Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

___ **Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)** **WC** *Statutory*
EL _____

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

___ **General Liability** _____ _____

☐ Products/Completed Operations ☐ Sexual Misconduct _____
☐ Fire Legal Liability _____
☐ _____

___ **Automobile Liability** (for any and all vehicles used for this Contract, other than commuting to/from work) _____

___ **Professional Liability** (Errors and Omissions) _____

___ **Property Insurance** (to cover replacement cost of building – as determined by insurance company) _____

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

___ **Pollution Liability** _____

☐ _____

___ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds 100 % of Contract Price
___ **Crime Insurance** _____

Other: _____

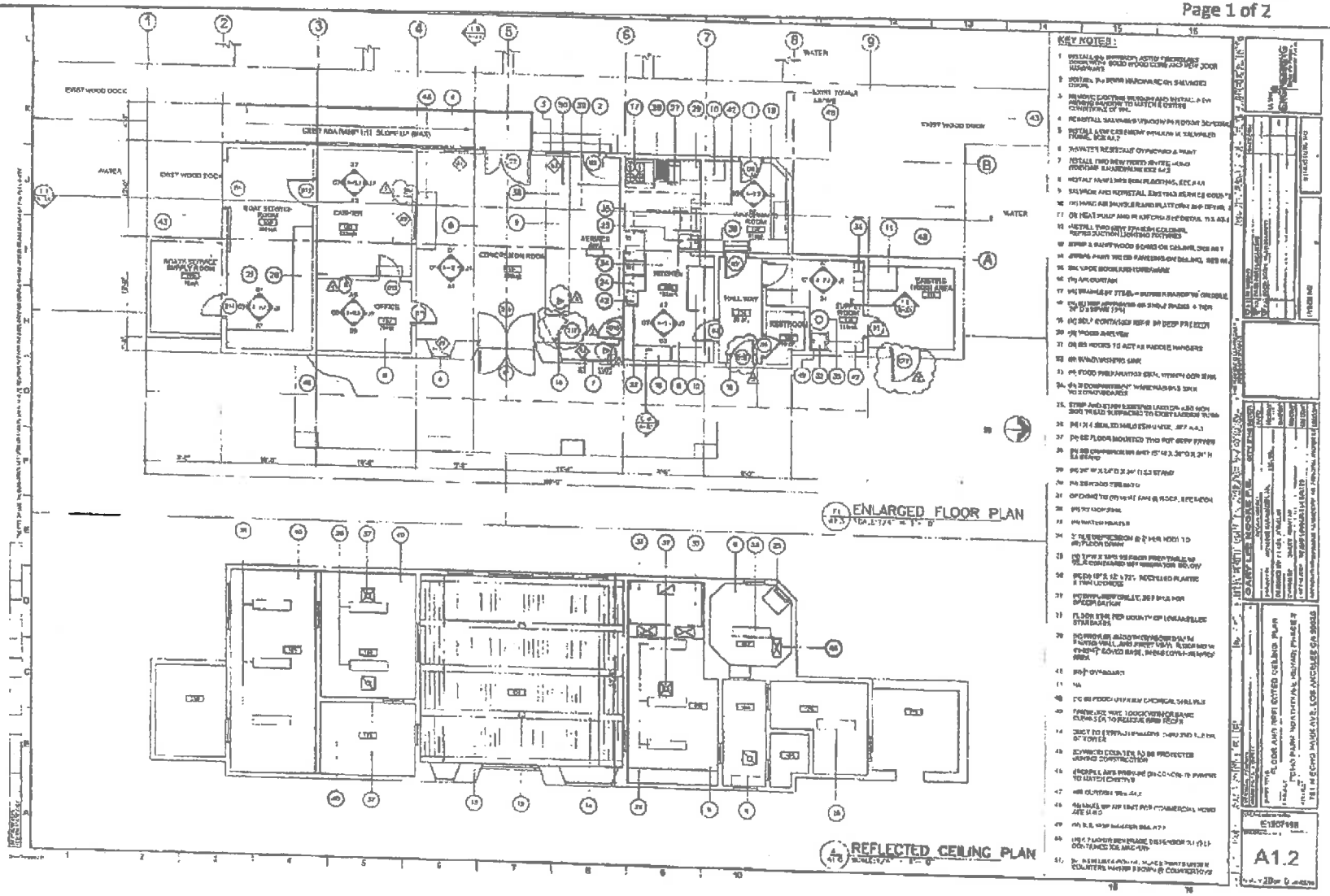
Exhibit C
of
Concession Agreement

Proposal in Response to
RFP No. CON-F16-002
(on file in the Board Office)

Echo Park Boathouse (Boathouse) Floor Plan and Key Notes

Agreement Exhibit D

The Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Boathouse Pedal Boats (Pedal Boats). The Bureau of Engineering provided this Boathouse Floor Plan and Key Notes. The Key Notes indicate locations of the renovated features and equipment installed by the City (Page 1 of 2). Page 2 of 2 is a list of the renovated features and equipment installed by the City. Refer to Exhibit A, Premises Map for spaces dedicated to Café operation. Refer to Exhibit J for the City-Owned Equipment.



List of Renovated Features and Equipment Owned and Installed by the City:

1. Thermoplastic/Fiberglass Door with Solid Wood Core
2. Original Door Hardware (I)
3. Awning Window
4. Original Window
5. Casement Window in Original Frame
6. Water Resistant Gypboard
7. Two Wood Single Hung Windows & Hardware
8. Linoleum Flooring
9. Original Service Counter
10. HVAC Air Conditioner and Platform
11. Heat Pump and Platform
12. Two Spanish Colonial Reproduction Light Fixtures
13. Original Wood Beams On Ceiling
14. Original Wood Paneling On Ceiling
15. Original Door and Hardware (II)
16. Air Curtain (I)
17. Stainless Steel 4 Burner Range with Griddle
18. NSF Approved SS Shelf Racks, 4 Tier
19. Self Contained Refrigerator with Deep Freezer
20. Wood Shelves
21. SS Hooks (Paddle Hangers)
22. Hand washing Sink
23. Food Preparation Sink / Floor Sink
24. Three Compartment Ware Washing Sink with Two Drain Boards
25. Ladder with Non-Skid Tread Surfacing on Rungs
26. 1x4 Sealed Halogen Unit
27. Floor Mounted 2-Pot Deep Fryer
28. SS Charbroiler and SS Stand
29. 24" W x 24" D X 24" H SS Stand
30. SS Hood
31. New Vent Fan (Roof)
32. SS Mop Sink
33. Water Heater
34. Floor Drain
35. 27" W x 34" D SS Food Prep Table with Self Contained Refrigerator
36. Three 12" W x 12" D X 72" H Recycled Plastic 2-Tier Lockers
37. Diffuser / Grill
38. Floor Sink
39. Gypboard with Sheet Vinyl (4.4" high Coved Base) attached to Wall in Employee Service Area
40. .62" Gypboard
41. N/A
42. SS Food / Utensil / Chemical Shelves
43. Pressure Wash Dock with Organic Cleanser
44. Duct Extending Upwards through 2nd Floor of Tower
45. Original Wood Counter
46. Concrete Paving matching Original Paving
47. Air Curtain (II)
48. Air Unit for Commercial Hood
49. SS Mop Hanger
50. Six-Flavor Beverage Machine with Self-Contained Ice Machine
51. New Data Ports under Counters

Echo Park Boathouse: City-Owned Equipment List

HVAC Air Conditioner and Platform

Heat Pump and Platform

Air Curtain

Stainless Steel 4 Burner Range with Griddle

NSF Approved Stainless Steel (SS) Shelf Racks, 4 Tier

Wood Shelves

Hand washing Sink

Food Preparation Sink / Floor Sink

Three (3) Compartment Ware Washing Sink with Two Drain Boards

Floor Mounted 2-Pot Deep Fryer

SS Charbroiler and SS Stand

24"W x 24"D x 24"H SS Stand

SS Hood

New Vent Fan (Roof)

SS Mop Sink

Water Heater

27"W x 34"D SS Food Prep Table with Self Contained Refrigerator

Three 12"W x 12"D x 72"H Recycled Plastic 2-Tier Lockers

Diffuser / Grill

SS Food / Utensil / Chemical Shelves

Air Unit for Commercial Hood

SS Mop Hanger

Six-Flavor Beverage Machine with Self-Contained Ice Machine

New Data Ports under Counters

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
Recreation and Parks

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

PART I – PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)	2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
	2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER

4. SEX ☐M ☐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? ☐ YES ☐ 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.			☐ YES ☐ NO
b.			☐ YES ☐ NO
c.			☐ YES ☐ NO
d.			☐ YES ☐ 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

Draft - Agreement
Exhibit G

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
Attn: Concessions Unit
P.O. Box 86610
Los Angeles, CA 90086

REMITTANCE ADVICE FORM
THE ECHO PARK BOATHOUSE CAFÉ CONCESSION
NAME OF CONCESSIONAIRE

PERIOD COVERED: From: _____ To: _____

CATEGORY	GROSS SALES	SALES TAX	NET SALES	RENTAL RATE	AMOUNT DUE
FOOD:				XX%	#VALUE!
BEVERAGES:				XX%	#VALUE!
OTHER:				XX%	#VALUE!
SUB-TOTAL RENT DUE:					#VALUE!
UTILITIES:				$ 450.00	
MONTHLY RESERVE FUND FEE:				$ 200.00	
LATE RENT FEE:	All payments are due by the 15th for the previous month.				$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceeding three months at $1.48 per $1,000 or fraction thereof of rent paid)				$ -
LATE OCCUPANCY TAX FEE:	Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months.				$ -
SUB-TOTAL DUE:					#VALUE!
ADJUSTMENTS*:	Explain:				
					$ -
TOTAL AMOUNT DUE:					#VALUE!

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

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

Signature: _____ Date: _____

COPY 1- Dept. Area Office or Division Head
COPY 2-Risk Management m/s 625-24

Draft Agreement - Exhibit H

City of Los Angeles
Dept. of Recreation and Parks

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

1. NAME OF FACILITY	DATE OF OCCURRENCE	TIME	A.M. ☐	P.M. ☐

2. SUBJECT OF REPORT

3. EXACT LOCATION OF OCCURRENCE

4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY

5.	ESTIMATE OF DAMAGES

6. LIST STOLEN ITEMS. IF ANY, (EXCEPT CASH)

QUANTITY	TYPE OF ITEM OR EQUIPMENT. DESCRIBE	DEPT. NO	SERIAL NO.	APPROX. VALUE

7.	TOTAL
	$0.00

8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION	AMOUNT

9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)	TOTAL	$0.00

10. WHO DISCOVERED LOSS? NAME	TITLE	DATE	TIME	A.M. ☐	P.M. ☐

11. HOW WAS ENTRANCE GAINED?

12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME	TITLE	DATE	TIME	A.M. ☐	P.M. ☐

13. WAS POLICE REPORT MADE? ☐ YES ☐ NO | D.R. NUMBER

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? ☐ YES ☐ NO WORK ORDER

15. PERSONS INVOLVED ☐ WITNESS ☐ VICTIM ☐ SUSPECT

NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S

16. IF VEHICLE INVOLVED: YEAR MAKE	LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.

17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY

18. REPORT SUBMITTED BY: NAME	TITLE	DATE

PRINT

PAGE 2

COMMENTS

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

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

FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE

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

PRINT

Goto Page 1

Form Gen. 146 (Rev. 3/09)

Draft - Agreement Exhibit I

Required Insurance and Minimum Limits

Name: Request for Proposals Date: 03/21/2016

Agreement/Reference: Echo Park Cafe Concession

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 - 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** **$2,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct

☑ Fire Legal Liability 100,000

☐

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

___ **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 ☐

___ **Pollution Liability**

☐

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance**

Other: 1) Property All Risk for Replacement Cost, 80% Co-Insurance

2) 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.

2) 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.

Agreement
Exhibit I

Rev. 10/09

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 must 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 preferred method of submitting your documents. **Track4LA™** 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 primarily 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. Track4LA™ 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 **Track4LA™** at http://track4la.lacity.org and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (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.

Acceptable Alternatives to **Acord Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

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

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at http://track4la.lacity.org.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at http://track4la.lacity.org or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

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

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.)

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

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

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

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

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

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

Prosper	**Address**
Contact Person	**Phone/Fax**

LIST OF ALL SUBCONTRACTORS (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		
	DOLLARS	**PERCENT**
TOTAL MBE AMOUNT	**$**	**%**
TOTAL WBE AMOUNT	**$**	**%**
TOTAL SBE AMOUNT	**$**	**%**
TOTAL EBE AMOUNT	**$**	**%**
TOTAL DVBE AMOUNT	**$**	**%**
TOTAL OBE AMOUNT	**$**	**%**
BASE BID AMOUNT	**$**	

_____
Signature of Person Completing this Form

_____
Printed Name of Person Completing this Form

_____
Title **Date**

MUST BE SUBMITTED WITH BID

SCHEDULE B

MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

Project Title	Contract No.

Consultant	Address
Contact Person	Phone/Fax

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		
	DOLLARS	PERCENT
TOTAL MBE PARTICIPATION	$	%
TOTAL WBE PARTICIPATION	$	%
TOTAL SBE PARTICIPATION	$	%
TOTAL EBE PARTICIPATON	$	%
TOTAL DVBE PARTICIPATION	$	%
TOTAL OBE PARTICIPATION	$	%

Signature of Person Completing this Form:

_____

Printed Name of Person Completing this Form:

_____

Title: **Date:**

_____

MUST BE SUBMITTED WITH EACH INVOICE

SCHEDULE C
FINAL SUBCONTRACTING REPORT

Project Title	**Contract No.**

Company Name	**Address**
Contact Person	**Phone**

Name, Address, Telephone No. of all Sub-consultants Listed on Schedule C	**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

City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

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(l):
      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(l)(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

(l) **"Public lease or license".**

(a) Except as provided in (l)(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.

APPROVED
OCT 0 2 2013
BOARD OF RECREATION and PARK COMM.

REPORT OF GENERAL MANAGER NO. 13-244

DATE September 18, 2013 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK CAFÉ CONCESSION – AWARD OF INTERIM CONCESSION AGREEMENT TO SQUARE ONE DINING

R. Adams	____	K. Regan	____
H. Fujita	____	M. Schull	____
V. Israel	____	*N. Williams	RAP

General Manager

Approved ✓ Disapproved____ Withdrawn____

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Interim Concession Agreement between the City of Los Angeles Department of Recreation and Parks (RAP) and Square One Dining, substantially in the form on file in the Board Office, for the operation and maintenance of the Echo Park Café Concession for a term of one (1) year with two (2) one-year renewal options, exercisable at the General Manager's sole discretion, subject to the approval of the Mayor and of the City Attorney as to form;

2. Find, in accordance with Charter Section 1022, that RAP does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible and more economical to secure these services by contract;

3. Find, in accordance with Charter Section 371(e)(10) and Los Angeles Administrative Code Section 10.15(a)(10), that in order to provide continued, uninterrupted service to the public and avoid a revenue shortfall, a competitive bidding process is not practicable or advantageous at this time, and that it is therefore in the City's best interest to enter into this Interim Concession Agreement until the completion of a formal Request for Proposal (RFP) process when a multi-year agreement can be executed;

4. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for work to be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of offering café dining services to the public while RAP conducts a formal RFP process;

5. Direct the Board Secretary to transmit the proposed Agreement, concurrently, to the Mayor in accordance with Executive Directive No. 3, and to the City Attorney for approval as to form; and,

6. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

SUMMARY:

This is a newly established concession. The 1,500 square foot Echo Park Boathouse (Boathouse), originally constructed in 1932 at 751 N. Echo Park Ave. in Los Angeles, was designed in the Spanish Colonial Revival Style and is positioned over the Echo Park Lake.

Other amenities and features at Echo Park Lake include a baseball diamond, lighted indoor and outdoor basketball courts, a play area for children, a lighted football field, two swimming pools, a soccer field, and lighted tennis courts. Besides offering a variety of recreational activities to be enjoyed by patrons, the historic park has also long been a popular location for Hollywood filming.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation project, was completed in 2007. It entailed preserving the existing piles, rehabilitating the dock, and providing disabled access to the dock.

Phase II of the Echo Park Boathouse Rehabilitation project included the completion of the aesthetic, and structural retrofit of the existing building and mechanical systems. The Boathouse Rehabilitation project is a small part of the larger Echo Park Lake Rehabilitation project.

This Concession operates in the recently restored Boathouse, and a one-year interim concession agreement, with two (2) one-year renewal options, will allow the concessionaire the exclusive right and obligation to staff, equip, and operate a café dining service until completion of a formal Request for Proposal process when a multi-year agreement can be executed. The Concessionaire will offer food and non-alcoholic beverages for sale to park patrons and the neighboring community.

Under a 90-Day Interim Permit, the current operator, Square One Dining, has been providing quality service to the community. Approval of this interim concession agreement will allow RAP to continue to provide uninterrupted service to the public while an RFP is developed.

Staff will develop and, with approval from the Board, release an RFP for this concession. With the RFP, RAP will seek a qualified, experienced, and financially sound operator who will meet or exceed RAP's expectations in all operational and financial areas, and optimize service to the public and profitability to the business.

90-Day Interim Permit

The Echo Park Pedal Boats and Café RFP was approved by the Board for release on December 10, 2012 (BR 12-329). The RFP was released to the public on February 14, 2013, and on March 7, 2013, a Pre-Proposal Conference was held at which representatives for eight (8) companies attended.

On April 23, 2013, the RFP proposals were due. No proposals were received due in part to the inability of the perspective bidders to manage both operations (Pedal Boats and Café) as one concession. On May 23, 2013, the Pedal Boat operation and the Café operation were bifurcated from one another. 90-Day Interim Permit proposal solicitations for each operation were sent to Pre-Proposal Conference attendees, allowing them to bid on either one or both opportunities.

On June 4, 2013, Square One Dining inquired about an opportunity to operate a Café at Echo Park. On June 7, 2013, the Interim Permit proposals were due. No proposals were received for the Café operation.

On June 12, 2013 Concessions Unit staff contacted Square One Dining to discuss their inquiry, and reviewed publically available information about their current dining operations.

On July 11, 2013, the Interim Permit between RAP and Square One Dining for the operation of the Echo Park Café Concession was executed. On July 20, 2013, the Concession opened to the public. The permit expires on October 5, 2013.

Food Service

Square One Dining operates two (2) food establishments in the Los Angeles area with an emphasis on highest quality food using fresh, locally-obtained ingredients. When possible, they utilize organic, local, and small farm produce, and all of their meat products are hormone free.

Operation Plan

Offered at affordable prices, Square One Dining will sell food and beverages for breakfast and lunch. Patrons will be able to order food from inside the Boathouse, and seating is arranged both inside and outside the facility. Value-priced, pre-prepared and packaged items and beverages for quick service will also be available, and Square One Dining is allowed to make use of a mobile service cart to sell food items around the park.

Concession Agreement

For this concession, the operator is permitted to use seven (7) rooms of the Boathouse. The hours of operation will be year-round from 9:00 AM to 3:00 PM, except it will be closed on Christmas Day. Under the terms of the one-year interim concession agreement, with up to two (2) one-year renewal options, Square One Dining will provide a cash register, and tables and chairs for the operation.

The concessionaire shall pay 5% of gross receipts monthly rent. If the total rent paid after each twelve (12) month period is less than $6,000, the concessionaire will remit the difference to RAP.

FISCAL IMPACT STATEMENT:

During the one-year term of this concession agreement, RAP will receive a minimum of $6,000 in rent. Of that amount, $5,400 will be deposited into Fund 302, Dept. 88 General Fund (90%), and $600 will be deposited into Fund 302, Dept. 89, Account 89070K Concession Improvement Account (10%).

Report prepared by Shaun Larsuel, Management Analyst II, Finance Division, Concessions Unit.

REPORT OF GENERAL MANAGER APPROVED MAY 20 2015 BOARD OF RECREATION & PARK COMMISSIONERS NO. 15-108

DATE May 20, 2015 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – REQUEST FOR PROPOSALS

R. Adams		*V. Israel	✓
R. Barajas		K. Regan	
H. Fujita		N. Williams	

General Manager

Approved as amended per attached Disapproved Withdrawn

RECOMMENDATIONS:

That the Board:

1. Approve the Echo Park Boathouse Café Concession Request for Proposals (RFP) for a three (3) year Concession Agreement (Agreement), substantially in the form on file in the Board Office, subject to review and approval of the City Attorney as to form;

2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the RFP to the City Attorney for review and approval as to form;

3. Direct staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process;

4. Authorize the General Manager, or designee, to make any necessary technical changes and incorporate such changes in the RFP.

SUMMARY:

The Echo Park Boathouse Café Concession (Concession) is in the fifteen hundred (1,500) square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue in Echo Park, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake). The Boathouse was originally constructed in 1932. The design of the Boathouse is in the Spanish Colonial Revival Style. The Boathouse is a historically significant contributing element to the park surrounding Echo Park Lake (Park). The thirteen (13) acre Lake is surrounded by the Park, with eleven (11) acres of open recreational space. In 2006, the City of Los Angeles (City) designated the Park as Historic-Cultural Monument (HCM) No. LA-836.

Other amenities located close to the Lake include a baseball diamond, lighted indoor and outdoor basketball courts, a play area for children, a lighted football field, two (2) swimming pools, a

soccer field, and lighted tennis courts. Besides offering a variety of recreational activities to be enjoyed by patrons, the historic Park has also long been a popular location for Hollywood filming.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation Project (Project), was completed in 2007. The Project entailed preserving the existing piles, rehabilitating the dock and providing individuals with disabilities access to the dock.

In July 2012, Phase II of the Project, including the aesthetic, and structural retrofit of the existing building and mechanical systems, was completed. The Boathouse rehabilitation was a small part of the larger Project. Two (2) long-term concessions are to be developed and located in the Boathouse, a café operation and a pedal boat rental operation.

On July 20, 2013, the Café Concession opened for operation on an interim basis, under a ninety (90) day interim permit with Square One Dining and included the exclusive right and obligation to staff, equip and operate the café. The Concession offers Park patrons and the neighboring community a moderately-priced gourmet food menu of baked goods, breakfast items, sandwiches, salads and non-alcoholic beverages.

On October 2, 2013, the Board approved and awarded Square One Dining a one (1) year concession agreement (Agreement) with two (2), one (1) year options to extend the Agreement at the discretion of the General Manager of the Department of Recreation and Parks (Department) (Board Report No. 13-244), to operate and maintain the Café Concession while an RFP for a three (3) year Agreement is developed for release. The Agreement was reviewed and approved by the Mayor's Office and the City Attorney's Office as to form. The Agreement (Contract Agreement No. 273) was executed on October 4, 2013. Square One Dining is currently operating the Café Concession. From January 2014 through December 2014, Square One Dining generated average monthly gross receipts of Forty-five Thousand Two Hundred and Twenty Dollars ($45,220.00). An average monthly revenue share of Two Thousand Two Hundred and Sixty Dollars ($2,260.00) was paid to the Department. The first one-year extension option was exercised. The Agreement will expire on October 10, 2015. The one (1), one (1) year option to extend the Agreement remains.

The Café Concession operation is very well received by the community. Staff anticipates continued success for the Concession. Park patrons enjoy the café's outdoor seating and moderately-priced gourmet health-conscious menu.

Staff has developed and is now ready to release, at the direction of the Board, a RFP for the operation and maintenance of the Concession. With this RFP, the Department seeks a qualified, experienced, and financially sound operator who will meet or exceed the Department's expectations in all operational and financial areas, and optimize service to the public and profitability of the Concession.

Proposal and Contractual Provisions

1. Proposal Deposit: A Five Thousand Dollar ($5,000.00) proposal deposit will be required with the submission of each proposal.

2. Term: Three (3) years.

3. Revenue-Sharing Terms: The Minimum Acceptable percentage for this RFP is nine percent (9%) of gross receipts for all food and beverage sold during the three (3) years. The annual minimum revenue-sharing payment for this Concession per calendar year will be determined by the proposer in the Pro Forma section of the selected proposal or Twenty-seven Thousand One Hundred and Forty Dollars ($27,140.00), whichever is greater. If the annual minimum revenue-sharing payment is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by the Department and the annual minimum revenue-sharing fee will be due to the Department by January 15th of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

4. Concession Improvements: No concession improvement proposals are required in the RFP. Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the facility.

   The Boathouse is a historically significant contributing element to the Park, which is designated as HCM No. LA-836 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM No. LA-836 is listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. The Boathouse is considered historically significant for California Environmental Quality Act (CEQA) purposes.

   During the term of the Agreement, no improvements, repairs or physical alterations to the Boathouse may be initiated by selected proposer without prior written approval from the General Manager. In addition to written approval from the General Manager, the selected operator must also obtain the prior written approval of the Cultural Heritage Commission
   for any proposed substantial alterations to the affected area, in accordance with Section 22.171.14 of the Los Angeles Administrative Code.

   Any infractions, large or small, will be treated as a material breach of the Agreement and will be subject to all of the applicable laws, fines and penalties imposed by the City's Department of Building and Safety, as well as the Office of Historic Resources. Additional remedies may include the termination of the Agreement, including loss of all financial investment at the time of the breach.

5. Improvements and Reserve Fund: The Concessionaire, in addition to submitting a monthly revenue sharing payment, shall also submit to the Department a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars ($200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. This Fund shall not be used for routine repair and maintenance or replacement of equipment. The Fund shall be cumulative and carry-over from year-to-year during the term of the Agreement. In the event of the Agreement termination for any reason, or at the conclusion of the Agreement term, any amount in this Fund account will remain with the Department. Annually in January, the Concessionaire may submit a request for use of the Fund for expenditures in the coming year, for review and the written approval of the General Manager. In the event of emergency, the Concessionaire shall request in writing the use of the Fund for other purposes, or the General Manager may request use of the Fund on a specific repair, refurbishment, or replacement.

6. Utilities: The 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 water, gas, electricity, heat, air-conditioning, trash pick-up, and other utility services to the premises, and shall be paid by the Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers. The Concessionaire will pay directly for telephone services, which will be in the name of the Concessionaire. In the event that individual utility meters are not available, the Concessionaire shall remit, on a monthly basis in conjunction with revenue-sharing and monthly reserve fund payments to the Department, the amount of Four Hundred Fifty Dollars ($450.00) as payment for utilities. Payment of utilities will be subject to increase after the first year of operation to cover increasing utility costs.

7. Contractual and Financial Terms: The City will enter into an Agreement whereby the City has no financial responsibility or liability for operation of the Concession and the City will share in profits in the form of a percentage of gross revenue and annual minimum revenue sharing payment in addition to monthly reserve fund payment and utility payments if applicable.

8. Performance Deposit: A Performance Deposit (Deposit) will be required to be maintained for the duration of the Agreement in the amount of Five Thousand Dollars ($5,000.00). The Deposit will be in the form of a cashier's check made out to the City of Los Angeles.

Evaluation Process

Proposals will be evaluated in two (2) Levels. Level I will be a check and review by Concessions Unit staff for required compliance to City contracting requirements and submittal documents. Level II will be a comprehensive evaluation of the proposals by a panel comprised of qualified persons not part of the Concessions Unit that may include individuals outside the Department. Proposers must successfully pass Level I to proceed to Level II.

RFP Evaluation Criteria Areas

For the purposes of evaluation, the proposals that passed Level I will be evaluated on the criteria below (Level II):

1) Business Plan (20 points possible)
2) Proposed Operational Plan for the Echo Park Boathouse Café Concession (20 points possible)
3) Proposed Revenue-Sharing Payment (60 points possible)

The RFP documents will be advertised in the Los Angeles Daily Journal; made available on the Department's website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). A letter inviting bids will be mailed to organizations and individuals from a mailing list maintained by the Concessions Unit.

A mandatory Pre-Proposal Conference will be held approximately one (1) month after the release of the RFP in order to provide potential proposers with a review of the submittal documents, compliance documents and requirements for the Business Inclusion Program (BIP) as mandated by the Mayor's Executive Directive No. 14, Villaraigosa Series, and the Board's policy for the adoption and implementation of BIP (Board Report No. 12-050, approved February 15, 2012). Additionally, a mandatory site walk will be conducted after the conference in order for the potential proposers to view the facility to get a better understanding of the operation and maintenance of the Concession.

FISCAL IMPACT STATEMENT:

Releasing the Request for Proposals will have no impact to the Department's General Fund.

Report prepared by Felice Chen, Management Analyst II, Concessions Unit, Partnerships Division.

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING
BOARD OF RECREATION AND PARK COMMISSIONERS
May 20, 2015

15-108
ECHO PARK BOATHOUSE CAFÉ CONCESSION – REQUEST FOR PROPOSALS

The item was presented to the Board by Agnes Ko, Senior Management Analyst II of the Concessions Unit. Ms. Ko requested that the Request for Proposals (RFP) document be amended to revise the stated term of the agreement to three years so it is consistent with the term detailed in the accompanying General Manager's Report and sample concession agreement.

She further recommended that the RFP document be amended to include language requiring the successful proposer/concessionaire to work in conjunction with the Echo Park Pedal Boat Concessionaire in order to provide seamless service to the community.

Commissioner Alvarez noted that the RFP was reviewed and discussed in detail during the Concessions Task Force meeting held earlier in the day, and that issues arose relevant to this RFP as well as other RFPs to be considered by the Commission. The Board and Department staff discussed the item in detail.

Commissioner Alvarez proposed a Motion to amend the language in the Echo Park Café RFP regarding the hours of operation, to allow flexibility for the respondents to propose the days and hours of operation, adding that the language regarding the six-hour per day operating minimum could remain but proposers should be allowed to decide which days and hours the operation can be closed for holidays. The Commissioner concurred with Ms. Ko's recommendation to add language stating the selected proposer should work in conjunction with the Echo Park Pedal Boat Concessionaire, which includes coordinating the hours of operation.

Commissioner Alvarez moved, and Commissioner Zuñiga seconded, that General Manager's Report 15-108 and related documents be amended to include the three aforementioned technical changes, and that the RFP Evaluation Criteria be amended as follows:

1) Business Plan: ~~2~~30 points
2) Proposed Operational Plan for the Echo Park Boathouse Café Concession: ~~2~~30 points
3) Proposed Revenue-Sharing Payment: ~~6~~40 points possible

There being no objections, the Motion was unanimously approved.

BOARD REPORT NO. 16-093

DATE April 20, 2016 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – RESCIND THE 2015 REQUEST FOR PROPOSALS (CON-F15-003), RETAIN THE PROPOSAL DEPOSIT, REISSUE THE REQUEST FOR PROPOSALS

A.P. Diaz	_____	*V. Israel	VD
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

M. Alcaraz
General Manager

Approved_____ Disapproved_____ Withdrawn_____

RECOMMENDATIONS:

1. Rescind the Request for Proposals (RFP) for the Echo Park Boathouse Café Concession (CON-F15-003);

2. Retain the $5,000.00 Proposal Deposit submitted by the sole responsive bidder, MDDJ Four Square LLC (Four Square), as forfeiture due to Four Square's refusal to negotiate and execute a Concession Agreement with the annual minimum revenue-sharing terms presented in the Pro Forma Statement of Four Square's accepted proposal for the Echo Park Boathouse Café Concession (CON-F15-003);

3. Reissue the Echo Park Boathouse Café Concession Request for Proposals (RFP), with term length modification to a five (5) year Concession Agreement (Agreement) with one (1) five year renewal option at the sole discretion of the Department of Recreation and Parks (RAP), substantially in the form on file in the Board Office, subject to review and approval of the City Attorney as to form;

4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the RFP to the City Attorney for review and approval as to form;

5. Direct staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process; and

6. Authorize the General Manager, or designee, to make any necessary technical changes and incorporate such changes in the RFP.

SUMMARY:

The Echo Park Boathouse Café Concession (Concession) is situated within the fifteen hundred (1,500) square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue in Echo Park, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake). The Boathouse was originally constructed in 1932.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation Project (Project), entailed preserving the existing piles, rehabilitating the dock and providing individuals with disabilities access to the dock. Phase I was completed in 2007. Phase II of the Project included the aesthetic and structural retrofit of the existing building and mechanical systems and incorporation of areas for two (2) long-term concessions in the Boathouse - a café operation and a pedal boat rental operation. Phase II was completed in 2012.

On July 20, 2013, the Concession opened for operation on an interim basis, under a ninety (90) day interim permit with Square One Dining (Square One). On October 2, 2013, the Board approved and awarded Square One a one (1) year Concession Agreement (Agreement) with two (2), one (1) year options to extend the Agreement at the discretion of the RAP General Manager (through Report No. 13-244) (Attachment A). In 2015, Square One generated annual gross receipts of Five Hundred Eighty Thousand, Eight Hundred Thirty Nine Dollars ($580,839.00), which produced revenue-share at five percent (5%) totaling Twenty-Nine Thousand, Forty-Two Dollars ($29,042.00) that was paid to RAP.

On May 20, 2015, the Board approved and authorized the release of a RFP for a three (3) year Operation and Maintenance of the Echo Park Boathouse Café Concession (through Report No. 15-108) (Attachment B). The RFP was released on July 8, 2015 and advertised via Los Angeles Daily Journal, RAP's website, on Los Angeles Business Assistance Virtual Network, and by a mailed letter to parties on a concession interest list maintained by RAP.

On September 8, 2015, RAP received one (1) proposal - from (Four Square), whose three (3) officers form the management team of Square One, the current operators of the Concession under Concession Agreement No. 273. The proposal from Four Square was responsive and determined acceptable in the following areas: background and experience operating similar food services operations; financial capacity for commitments to the Concession; compliance with City contracting; and, annual minimum revenue-share RFP proposal requirements.

RAP was prepared to award a new Agreement to Four Square. On January 22, 2016, RAP staff met with Four Square to negotiate a new Concession Agreement, at which time Four Square stated that they could not commit to the annual minimum revenue-share figures as they had originally presented as part of the Pro Forma submitted with their proposal. Instead, Four Square proposed a reduced annual minimum revenue-sharing terms. RAP cannot reduce the proposed annual minimum revenue-sharing terms, and if Four Square is unable to execute the Agreement with the revenue-sharing terms presented in their original proposal, the $5,000.00 proposal deposit must be retained by RAP as instructed in the RFP.

RAP staff is ready to re-issue, at the direction of the Board, an RFP for the operation and maintenance of the Concession. With this RFP, RAP seeks a qualified, experienced, and financially sound operator who will meet or exceed the RAP's expectations in all operational and financial areas, and optimize service to the public and profitability of the Concession.

Proposal and Contractual Provisions

1. Proposal Deposit: Five Thousand Dollar ($5,000.00) proposal deposit will be required with the submission of each proposal.

2. Term: Five (5) years with one (1) five (5) year renewal option exercisable at the sole discretion of RAP, along with approval of the Board of Recreation and Park Commissioners.

3. Revenue-Sharing Terms: The minimum acceptable percentage for this RFP is nine percent (9%) of gross receipts for all food and beverage sold during the term of the Agreement; or, an annual minimum revenue-sharing fee of Forty Thousand Dollars ($40,000.00) for year one (1) of the Agreement with a three percent (3%) escalation each year thereafter - whichever is greater. If the annual minimum revenue-sharing fee is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by RAP and the annual minimum revenue-sharing fee will be due to RAP by January 15th of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

4. Concession Improvements: No concession improvement proposals are required in the RFP. Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the facility. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option.

   The Boathouse is a historically significant contributing element to the Park, which is designated as HCM No. LA-836 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM No. LA-836 is listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. The Boathouse is considered historically significant for California Environmental Quality Act (CEQA) purposes.

   During the term of the Agreement, no improvements, repairs or physical alterations to the Boathouse may be initiated by selected proposer without prior written approval from the General Manager. In addition to written approval from the General Manager, the selected operator must also obtain the prior written approval of the Cultural Heritage Commission for any proposed substantial alterations to the affected area, in accordance with Section 22.171.14 of the Los Angeles Administrative Code.

   Any infractions, large or small, to the prohibition on improving, repairing, or physically altering the Boathouse will be treated as a material breach of the Agreement and will be subject to all of the applicable laws, fines and penalties imposed by the City's Department

of Building and Safety, as well as the Office of Historic Resources. Additional remedies may include the termination of the Agreement, including loss of all financial investment at the time of the breach.

5. Reserve Fund: The Concessionaire, in addition to submitting a monthly revenue sharing payment, shall also submit to RAP a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars ($200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. This Fund shall not be used for routine repair and maintenance or replacement of equipment. The Fund shall be cumulative and carry-over from year-to-year during the term of the Agreement. In the event of the Agreement termination for any reason, or at the conclusion of the Agreement term, any amount in this Fund account will remain with RAP. Annually in January, the Concessionaire may submit a request for use of the Fund for expenditures in the coming year, for review and the written approval of the General Manager. In the event of emergency, the Concessionaire shall request in writing the use of the Fund for other purposes, or the General Manager may request use of the Fund on a specific repair, refurbishment, or replacement.

6. Utilities: The 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 water, gas, electricity, heat, air-conditioning, trash pick-up, and other utility services to the premises, and shall be paid by the Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers. The Concessionaire will pay directly for telephone services, which will be in the name of the Concessionaire. In the event that individual utility meters are not available, the Concessionaire shall remit, on a monthly basis in conjunction with revenue-sharing and monthly reserve fund payments to the Department, the amount of Four Hundred Fifty Dollars ($450.00) as payment for utilities. The payment for utilities will be subject to increase after the first year of operation to cover increasing utility costs.

7. Contractual and Financial Terms: The City will enter into an Agreement whereby the City has no financial responsibility or liability for operation of the Concession and the City will share in profits in the form of a percentage of gross revenue-based and/or annual minimum revenue-based sharing payment in addition to monthly reserve fund payment and utility payments as applicable.

8. Performance Deposit: A Performance Deposit (Deposit) will be required to be maintained for the duration of the Agreement in the amount of Ten Thousand Dollars ($10,000.00). The Deposit will be in the form of a cashier's check made out to the City of Los Angeles.

Evaluation Process

Proposals will be evaluated in two (2) Levels. Level I will be a check and review by Concessions Unit staff for required compliance to City contracting requirements and submittal documents. Level II will be a comprehensive evaluation of the proposals that may consist of a review panel comprised of qualified persons. Proposers must successfully pass Level I to proceed to Level II.

RFP Evaluation Criteria Areas

For the purposes of evaluation, the proposals that passed Level I will be evaluated on the criteria below (Level II):

1) Business Plan (30 points possible)
2) Proposed Operational Plan for the Echo Park Boathouse Café Concession (30 points possible)
3) Proposed Revenue-Sharing Payment (40 points possible)

The RFP documents will be advertised in the Los Angeles Daily Journal; made available on RAP's website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). A letter inviting bids will be mailed to organizations and individuals from a mailing list maintained by the Concessions Unit.

A mandatory Pre-Proposal Conference will be held approximately one (1) month after the release of the RFP in order to provide potential proposers with a review of the submittal documents, compliance documents and requirements for the Business Inclusion Program (BIP) as mandated by the Mayor's Executive Directive No. 14, Villaraigosa Series, and the Board's policy for the adoption and implementation of BIP (Board Report No. 12-050, approved February 15, 2012). Additionally, a mandatory site walk will be conducted after the conference in order for the potential proposers to view the facility to get a better understanding of the operation and maintenance of the Concession.

FISCAL IMPACT STATEMENT:

Re-releasing the Request for Proposals will have no impact to RAP's General Fund.

Report prepared by Stanley Woo, Management Analyst II, Concessions Unit, Partnerships Division.

2. PROPOSED OPERATIONAL PLAN AT THE PARK AND BOATHOUSE

2.1 PROPOSED MENU ITEMS/ DESCRIPTIONS

BREAKFAST MENU

- ARUGULA AVOCADO TOAST
- EGG SALAD TOAST
- BAE TOAST (BACON AVOCADO EGG)
- EGG BENEDICT TOAST
- MONTE CRISTO TOAST

LUNCH MENU

- GRILLED RATATOUILLE TOAST
- SEARED AHI TUNA SALAD
- NATURAL ANGUS BURGER
- FARM BURGER (NATURAL ANGUS PORK BLEND PATTY, DUCK BREAST BACON, FREE RANGE CHICKEN EGG, FARM FRESH VEGETABLES)
- SMOKED SALMON SANDWICH

DESSERT MENU

- CLASSIC FRENCH TOAST
- MILK BRAND ICE CREAM PRODUCTS

DRINK MENU

- MELON (FILIPINO FRESH FRUIT DRINK)
- FRESH SQUEEZED ORANGE JUICE
- WATERMELON MINT INFUSED LEMONADE

INTELLIGENTSIA BRANDED COFFEE PRODUCTS

- SPECIALTY DRINKS
    - HORCHATA FRAPPE- FRAPPE COMBINED WITH HORCHATA
    - CHOCOLATE MEXICANO FRAPPE – FRAPPE WITH REAL MEXICAN CHOCOLATE
    - VIETNAMESE ICED COFFEE BLEND- STRONG COFFEE FLAVOR. CONDENSED MILK

- MINT MOJITO ICED COFFEE – MINT. SWEET. CREAMY
- PHILHARMONIC – CARDAMOM. CINNAMON. PLUM

2.2 FULL EQUIPMENT LIST

(SEE ATTACHED EQUIPMENT LIST)

2.3 PROPOSED OPERATION SCHEDULE

OPEN 7 DAYS A WEEK

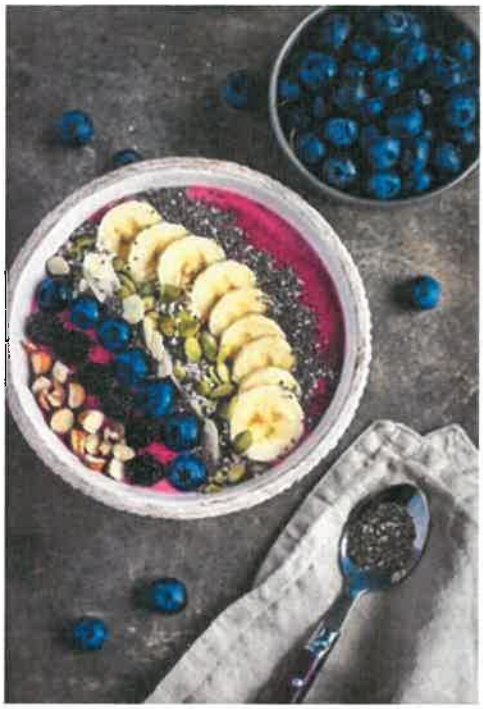
HOURS OF OPERATION: NON PEAK SEASON
MONDAY: 9AM – 3PM
TUESDAY: 9AM – 3PM
WEDNESDAY: 9AM – 3PM
THURSDAY: 9AM – 3PM
FRIDAY: 9AM – 5PM
SATURDAY: 8AM – 6PM
SUNDAY: 8AM – 6PM

HOURS OF OPERATION: PEAK SEASON
MONDAY: 8AM – 7PM
TUESDAY: 8AM – 7PM
WEDNESDAY: 8AM – 7PM
THURSDAY: 8AM – 7PM
FRIDAY: 8AM – 7PM
SATURDAY: 8AM – 7PM
SUNDAY: 8AM – 7PM

HOLIDAY SCHEDULE:
CHRISTMAS DAY: CLOSED
THANKSGIVING DAY: CLOSED

THE REST OF THE HOLIDAY SCHEDULE WILL BE DETERMINED IN CONJUNCTION WITH RAP. PENDING ON TRAFFIC LEVELS ON SOME HOLIDAYS. LEANING TORWARDS STAYING OPEN IF A HOLIDAY PRODUCES GREATER TRAFFIC FOR THE PARK

1e. Menu and Signature Items (partial short list)



Nitrogen Sunset Smoothie Bowl

Ingredients: Various fruit and vegetables with juice base (no dairy) cooled and formed by liquid nitrogen. Topped with 3-5 toppings (nuts, seeds, exotic fruits, superfoods).

Unique from the typical acai bowls as this can be made with different base flavors. Presentation and eye-catching nitrogen cooling process make the nitrogen smoothie bowls not only a healthy summer treat to taste but a sight to see. We will be serving 3-5 unique combinations concurrent with seasonal fruits and vegetables available to the area to guarantee the best flavor.

BAE Toast

Ingredients: Bacon. Avocado. Eggs. Toast. Bacon is thick in cut and crispy, Avocado in freshest green and ripe, eggs are poached and runny.

There is nothing more satisfying than this combo. Avocado toast is elevated with the always-pleasing taste of bacon and two, photogenic, soft-poached eggs. Simple, yet catchy as the combo spells out B A E.





Melon Milk Tea

Ingredients: Fresh melon balls from ripe melons, Jasmine or oolong tea, vanilla coconut milk, ice, simple syrup

This combination is the "California girl" version of Lola's Melon.

1c. Meal Periods/Opening Hours

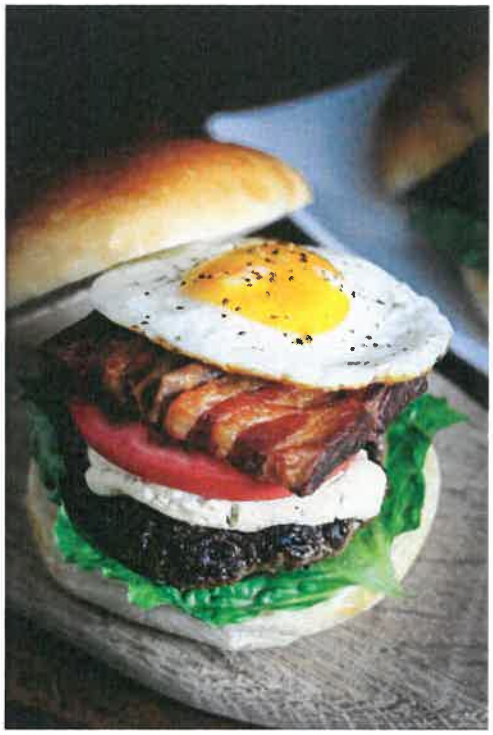
Café Curate will be open for *breakfast, brunch, and lunch seven days* a week, year round. Operating hours will be Monday – Friday from 8am – 7pm in the summer peak season and 8am – 5pm in the winter non-peak season. The cafe will be closed on ***Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Day.***

In the event of the occasional community pop-ups for up and coming chefs, we may extend our hours in the evening. With this, we aim to expand Echo Park's attendance base by offering a new, unique experience for the culinary community.

1d. Guest Experience

We plan to leverage the historic lighthouse building, canvassed by the beautiful greenery of the park and the soothing sensations of being right on the water. We want to expand upon the natural feelings of vigor, serenity, and rejuvenation when you visit Echo Park. By offering rewards points for recycling, monthly gift card drawings for Cute Dog of the Month, and offering discounts to paddleboat patrons, we aim to elevate our guest experience. Serving the community ever popular gourmet one of a kind toasts, burgers & sandwiches made with organic meats sourced from our own farms, sustainably grown coffee, and hand crafted smoothie bowls that look visually appealing as well as just the right sustenance to fuel your day at the park. Packaged in eco-friendly origami wrapping boxes, which will double as a plate and encourage our guests to recycle and keep the park pristine. We want to knock the socks off and change the paradigm of the park goer's experience. We're going for, "WOW, I never thought I could eat food that great at a small café at our own neighborhood park!"





The Farm Burger

Ingredients: Duck breast bacon
Natural Angus Beef with
Berkshire pork blend, paired with
Free range organic chicken egg
Goat cheese
Farm fresh vegetables
on a golden brioche bun

Everything from a farm on this Farm Burger Classic



Coffee

Ingredients: Dark roast ground coffee

1f. Pricing

At ***Curate Café, gourmet toasts*** will range from $4.00 to $9.00 each; sandwiches will range from $7.00 to $11.00 each, smoothie bowls from $6.50 - $8.50 each, and desserts will be $5.00 each. We will sell ***coffee beverages*** for $2.00 to $5.00, ***homemade juices*** for $6.00 to $9.00 per ***bottle.*** This price point offers a competitive, yet affordable menu for high quality, chef-driven items at a reasonable price to be enjoyed by guests. The intended food and beverage cost percentage across the entire menu will be *25%.*



5d. Key Design Features

The overall design for Curate Café is intended to be quaint, cozy, and evoke a familiar feeling. Key elements of the design are the weather resistant tables and chairs, as well as taking advantage of the openness of the FOH layout to display our products in a beautiful manner. The images below show the look and feel we hope to achieve in Curate Café.

Please see below for images that reflect the feel intended for the exterior, the presentation of the food and packaging. These images are not meant to be literal representations of how the restaurant will actually be designed, but are rather to serve as inspiration and to help communicate the proposed restaurant.










Gourmet
Truck


RETURN
PACKAGING
US TO US TO US
GET GET
STAMPED
COLLECT
TEN TEN







APPROVED
DEC 15 2022
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT **NO.** 22-315

DATE: December 15, 2022 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – APPROVAL OF AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE FOOD AND BEVERAGE CONCESSION; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre		M. Rudnick	MR
H. Fujita		C. Santo Domingo	
B. Jackson		N. Williams	

General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

1. Approve the proposed Agreement (Agreement) with Julio C. Douglas, Sole Proprietor (Concessionaire) for the operation and management of the Echo Park Boathouse Café Concession (Concession) for a term of two (2) years commencing on September 14, 2022, in substantially the form attached to this Report as Attachment 1 and subject to approval as to form by the City Attorney;

2. Find as the contract awarding authority, in accordance with Charter Section 371(e)(10) and 372, that the use of competitive bidding or proposals for the services to be provided by Concessionaire are undesirable and impractical as Concessionaire's services are immediately desired on a temporary basis while the Department of Recreation and Parks (RAP) prepares a competitive solicitation process for the Concession and Concessionaire was the only vendor who submitted a proposal in connection with RAP's previous outreach efforts for the Concession;

2. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and

economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;

3. Authorize the General Manager or Designee to execute the proposed Agreement substantially in the form attached to this report (Attachment 1) upon receipt of all necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this report and proposed Agreement;

4. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or facility involving negligible or no expansion of use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk; and,

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of $75.00 for the purpose of filing a Notice of Exemption (NOE).

SUMMARY

The Echo Park Boathouse Café Concession (Concession) is situated within the fifteen hundred (1,500) square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake).

On April 20, 2016, the Board of Recreation and Parks Commissioners (Board) approved a Request for Proposals (RFP) for the operation and maintenance of the Concession with a term of five (5) years, with one (1) five (5) year renewal option through Report No. 16-093 (Attachment 2). In response, RAP received two proposals on June 21, 2016: One from MDDJ and another from MTI, Investments Inc. (MTI). On October 19, 2016, the Board approved the award of the contract to MTI for a term of five (5) years through Board Report 16-224 (Attachment 3) and it was executed on April 3, 2017. MTI subsequently filed an Articles of Incorporation to continue to operate under a different name, Arete Vintage Reserve (Arete). However, in 2020, the COVID-19 pandemic brought on many challenges for Arete and on October 1, 2020, prior to the expiration of the five (5) year term of the Agreement, Arete informed RAP it was no longer able to sustain operations at the Concession due to financial challenges, and vacated the Concession premises in December 2020.

Due to the vacancy and the immediate need to secure a food and beverage concession at the premises for the public, RAP conducted outreach in 2021 to local similar businesses interested in operating the Concession on an immediate, short-term basis and requested interested vendors

to submit a proposal for the Concession operation. Julio C. Douglas, operator of the nearby Street Level Café, was the only person/entity that submitted a proposal and on September 14, 2021, RAP issued a one (1) year permit to Mr. Douglas to operate the café as The Echo Park Boathouse Bistro. Issuing the permit allowed RAP staff time to analyze market conditions during the pandemic and after the closure of Echo Park in connection with renovations at the park. RAP staff has determined that additional time is needed for a thorough assessment of the Concession and market conditions post the pandemic and for the development of an RFP for a long term Agreement for the Concession. Therefore, RAP staff recommends that a two year agreement with the Concessionaire be approved in the form attached as Attachment 1 to this Report. The Agreement would have an effective commencement date of September 14, 2022 to coincide with the expiration of the initial permit to the Concessionaire.

The Echo Park Boathouse Bistro offers a food and beverage menu (Attachment 4) that includes breakfast and lunch options serving specialty coffee, smoothies, breakfast sandwiches, chicken and waffles, salads, and fresh fruit. The menu is currently being upgraded to include hot soups as a winter food option. Beer and wine will be served upon approval of a pending Alcoholic Beverage Control (ABC) license. The outdoor seating area was increased to expand seating capacity and enhance the café's ambiance.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of issuance of a license to use an existing structure, involving negligible or no expansion of use.

According to the parcel profile report retrieved December 7, 2022, this area resides in a liquefaction and in a methane zone but the issuance of a permit of use or food consumption will not create conditions that could lead to liquefaction or expose citizens to the risks related to methane seepage. Therefore, there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances.

No other known projects would involve cumulatively significant impacts, and future projects that are related to this permit will be evaluated according to the California Environmental Quality Act (CEQA). As of December 7, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at https://geotracker.waterboards.ca.gov/) have not listed the Project site or any contaminated sites near the project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. The proposed project is located within Echo Park a City of Los Angeles Historic Cultural Monument (HCM #836). However, since the site has been historically used as a café, the proposed project will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board of Recreation and Parks

Commissioners (Board) determines that it is categorically exempt from the provisions of the CEQA pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT STATEMENT

To date, Concessionaire has paid approximately $25,000 to RAP in rental payments. This Agreement would guarantee a revenue share fee of the greater of $2000.00 a month ($3,000 starting March 1, 2023 or the date on which Concessionaire receives an ABC license, whichever is earlier) or a percentage of gross receipts as follows: Five percent (5%) on all sales of food and non-alcoholic beverages, plus eight percent (8%) on all sales of alcohol.

STRATEGIC PLAN ITINTIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:

Goal No. 6: Build Financial Strength & Innovative Partnerships
Outcome No. 2 Improved management of rental facilities and concessions
Result: The approval of this Report will allow park visitors and the neighboring community to continue to enjoy high quality food and beverage for their enjoyment while generating revenue to RAP.

LIST OF ATTACHMENTS

1) Proposed Agreement for the Operation and Management of the Echo Park Boathouse Café
2) Board Report No. 16-093
3) Board Report No. 16-224
4) Echo Park Boathouse Bistro Menu and Price List

This report was prepared by Sonia Robinson, Management Analyst, Special Operations Branch, Concessions Unit.

ATTACHMENT 1

CONCESSION AGREEMENT
FOR THE
OPERATION AND MANAGEMENT OF
ECHO PARK BOATHOUSE CAFÉ

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

JULIO C. DOUGLAS, Sole Proprietor

SAMPLE

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CONCESSION AGREEMENT FOR
OPERATION AND MANAGEMENT OF ECHO PARK BOATHOUSE CAFÉ

THIS Agreement (hereinafter "AGREEMENT" or "CONTRACT") is made and entered into this _____ day of _____, 202_, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY") acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), and JULIO C. DOUGLAS, a Sole Proprietor (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, RAP seeks to serve the public by providing food and beverage services at the Echo Park Lake Boathouse Café (hereinafter "CONCESSION"); and

WHEREAS, RAP 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, RAP 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 conduct outreach to local similar businesses to operate the Echo Park Lake Boathouse Café due the CONCESSION being suddenly vacated by the previous operator; and

WHEREAS, CONCESSIONAIRE was the only respondent to such outreach; and

WHEREAS, having reviewed CONCESSIONAIRE's ability to operate the CONCESSION, RAP issued a one (1) year permit to CONCESSIONAIRE to operate the CONCESSION on a temporary basis to allow time for RAP to test the market for the CONCESSION during the COVID-19 pandemic and after the temporary closure of the park for renovations; and

WHEREAS, RAP AND CONCESSIONAIRE desire to enter into this Agreement for the operation and management of the CONCESSION, to provide food, beverage and related services to the public.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of twenty-seven (27) pages and eight (8) exhibits (A-H) attached hereto

SAMPLE

BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, acting by and through its Department of Recreation and Parks.
CONCESSION:	Echo Park Boathouse Café Food and Beverage Concession
CONCESSIONAIRE:	Julio C. Douglas, Sole Proprietor
FACILITY:	Echo Park Lake Boathouse Café located at 751 N. Echo Park Ave., Los Angeles, CA 90026
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
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9/22) [V.1] 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, including beer and wine, and offer related services as approved by the GENERAL MANAGER. 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.

SAMPLE

While CONCESSIONAIRE is granted the exclusive right to sell food and beverages to the general public at the PREMISES, this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks to the area, nor does it prohibit RAP from hiring outside caterers for RAP-hosted events.

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

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

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: 751 N. Echo Park Ave., Los Angeles, CA 90026. The PREMISES shall include the FACILITY and all, if any, portions of the CONCESSION that the GENERAL MANAGER, by express written consent, approves for offering food and beverage services. Location of PREMISES is 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 PREMISES to CONCESSIONAIRE 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 two (2) years, commencing on September 14, 2022 ("Commencement Date"). This AGREEMENT may be terminated at any time by CONCESSIONAIRE or GENERAL MANAGER, by giving at least thirty (30) days written notice to the other party stating the date upon which this AGREEMENT shall terminate.

RAP may terminate this AGREEMENT upon execution of a new Concession Agreement for the PREMISES, including execution of a contract resulting from a Request for Proposal. Upon receipt of a written notice of termination, CONCESSIONAIRE agrees to discontinue occupancy and/or any activity being performed on or within the PREMISES. The right of the GENERAL MANAGER to terminate this AGREEMENT is and shall remain unconditional. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT.

RAP shall have the right to reenter the PREMISES on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise, and

SAMPLE

may permit any other person, firm or corporation to enter upon the PREMISES and use the same.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. **Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. 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 main dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti at 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 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 operations at the PREMISES, 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

SAMPLE

discrimination.

2. CONCESSIONAIRE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section PSC-9 of the Standard Provisions, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said PREMISES 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 RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

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

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

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

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

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

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

4. **Approval of Employees, Volunteers and Subcontractors**
RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. 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.

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 sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

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. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages.

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3. The sale of beer and wine is permitted at the CONCESSION. CONCESSIONAIRE shall post signs prohibiting the sale of alcoholic beverages to minors and shall take all additional necessary action(s) to ensure that beer and wine are not dispensed to minors. Sale of alcoholic beverages requires a license from and compliance with the rules and regulations of the Alcoholic Beverage Control Board (ABC).

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, 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. Menus must also include vegan protein entrée options for those patrons following a plant-based diet. 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 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 C). All food and beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

7. 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.

8. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly

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agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic.

9. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

G. **Diversion of Business**

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

H. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

As a courtesy, CITY shall at no cost to CONCESSIONAIRE, provide certain equipment (which shall remain the property of CITY) as specified in the City-Owned Equipment List (Exhibit D). The CITY reserves the right to remove or salvage any and all items of City-Owned Equipment. CITY shall not be responsible for the replacement or repair of said items. No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP.

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 three (3) 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, 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. RAP will be responsible for utility lines and repairs, including telephone; heat exchangers, fans, controls and electric panels; all plumbing and refrigeration, and the exterior of the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

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.

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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, shall restore said PREMISES and improvements thereto to 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. Concessionaire shall pay $450.00 a month to RAP for the utility services of water, electricity, and natural gas. 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, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for 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.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner

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possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the CONCESSION PREMISES.

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

M. **Vending Machines**
CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, 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, 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 E) (see SECTION 19, “NOTICES,” for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

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

S. **Security**
CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting

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the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

T. **Quiet Enjoyment**

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

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."

SECTION 6. HOURS / DAYS OF OPERATION

The CONCESSION must be open 8:00 AM to 8:00 PM daily, but may close for Thanksgiving Day and Christmas day.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER. Additional hours of business shall be at CONCESSIONAIRE'S discretion, keeping in line with the hours of Echo Park. Final determination of hours of operation are at the discretion of the General Manager.

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 7. MONTHLY RENTAL PAYMENT

A. Revenue Sharing Fees

As part of the consideration for the granting of the CONCESSION though this AGREEMENT, CONCESSIONAIRE shall pay to RAP monthly revenue sharing fees as follows:

The greater of:

- For the period from the Commencement Date until March 1, 2023, a monthly minimum amount of $2,000.00. Beginning March 1, 2023 or upon CONCESSIONAIRE obtaining a ABC license for the sale of

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alcohol, whichever is earlier, the monthly minimum amount shall be $3000.00

or

A percentage of gross receipts as follows: Five percent (5%) on all sales of food and non-alcoholic beverages, plus eight percent (8%) on all sales of alcohol. Refer to Section C. below for the definition of "Gross Receipts."

B. **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 F) shall be addressed to:

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

C. **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;

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8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;

9. Fair market trade-in allowance, in the event merchandise is taken in trade;

10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;

11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, 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;

14. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

D. **Monthly Revenue Reports**

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit F) for the month for which a payment is submitted.

E. **Late Payment Fee**

Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, 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.

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, 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.

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F. **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 8. 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 7 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 9. INSURANCE

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

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SECTION 10. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all 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 CONCESSIO 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.

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, 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.

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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 H) 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

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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 foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, 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 refurnishing/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.

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, 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. Concessionaire must

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abide by any Integrated Pest Management (IPM) Guidelines prescribed by, and at the discretion of, the RAP General Manager.

SECTION 11. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.

2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighters 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

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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 12. RATIFICATION

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

SECTION 13. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Five Thousand Dollars ($5,000) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit
CONCESSIONAIRE'S Deposit shall be in the following form:

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

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

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

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

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SECTION 14. TAXES, PERMITS, AND LICENSES

A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents ($1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars ($1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents ($1.48) per calendar quarter for each additional One Thousand Dollars ($1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars ($1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 15. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 15, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 16. BUSINESS RECORDS

SAMPLE

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

A. **Employee Fidelity Bonds**

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

B. **Cash and Record Handling Requirements**

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

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

1. Regular books of accounting such as general ledgers.

2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

4. Cash 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.

SAMPLE

The POS system must be able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports if requested.

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 and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 17. REGULATIONS, INSPECTION, AND DIRECTIVES

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

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

B. **Conformance with Laws**

CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;

2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;

3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,

SAMPLE

4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. **Permissions**

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

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

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

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits

E. **Control of Premises**

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

F. **First Source Hiring Ordinance**

Unless otherwise exempt 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.

SAMPLE

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.

SECTION 18. SURRENDER OF POSSESSION

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

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

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES

SAMPLE

to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 19. NOTICES

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

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

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

Julio C. Douglas
Attn: Concession Manager
1166 Glendale Blvd.
Los Angeles, CA 90026
slcboathouse@gmail.com

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

SECTION 20. INCORPORATION OF DOCUMENTS

SAMPLE

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. 9/22) [v.1]
B. Concession Premises Map
C. Good Food Purchasing Program (Rev. 9/17)
D. City-Owned Equipment List
E. Form General No. 87 "Non-Employee Accident or Illness Report"
F. Monthly Revenue Report
G. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
H. Special Occurrence and Loss Report

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 G, 4) Exhibit B, 5) Exhibit C, 6) Exhibit D 7) Exhibit E, 8) Exhibit F, 9) Exhibit H.

(*Signature Page to Follow*)

SAMPLE

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

CONCESSIONAIRE

BY: _____ DATE: _____

Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____ DATE: _____

Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

SAMPLE

AGREEMENT EXHIBIT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

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 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** toperfect, 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 ContractualRequirements 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 Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose 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. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____

_____

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

____ **Pollution Liability** _____

☐ _____

____ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

_____

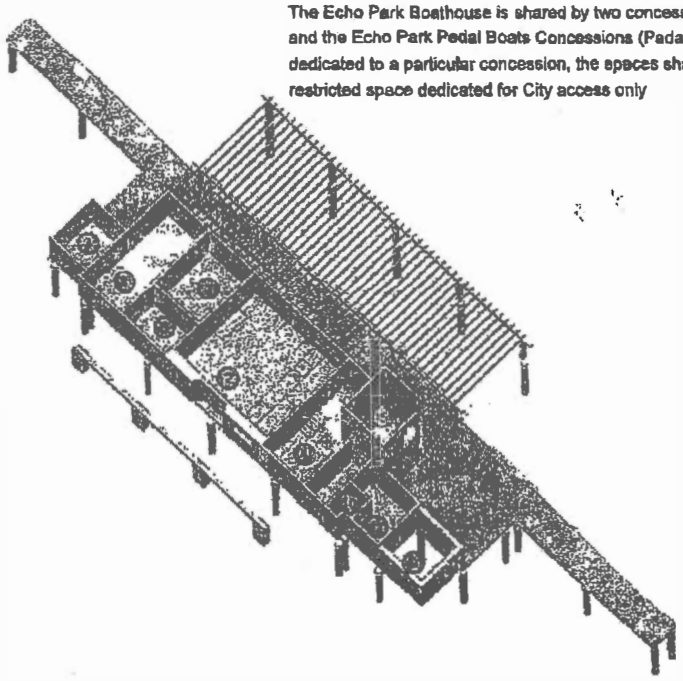
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Exhibit B

Echo Park Boathouse - Echo Park Boathouse Café Concession Premises

The Echo Park Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Pedal Boats Concessions (Pedal Boats). Exhibit A, Page 1 of 2, identifies the spaces dedicated to a particular concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only



1. BOATHOUSE DOCK (Pedal Boats)
2. CONCESSION ROOM (Shared Space)
3. SUPPLY/ STORAGE ROOM (Pedal Boats)
4. COMMERCIAL KITCHEN (Café)
5. TOWER (Restricted Area - City Access Only)
6. OFFICE (Café)
7. CASHIERS OFFICE (Café)
8. BOAT REPAIR ROOM (Pedal Boats)
9. EXTERIOR STORAGE/ TRASH (Café)
10. RESTROOM (Café)
11. LOCKER/ STORAGE ROOM (Café)

EXHIBIT B

Echo Park Boathouse (Boathouse) Floor Plan and Key Notes

The Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Boathouse Pedal Boats (Pedal Boats). The Bureau of Engineering provided this Boathouse Floor Plan and Key Notes. The Key Notes indicate locations of the renovated features and equipment installed by the City (Page 1 of 2). Page 2 of 2 is a list of the renovated features and equipment installed by the City. Refer to Exhibit A, Premises Map for spaces dedicated to Café operation. Refer to Exhibit B for the City-Owned Equipment.

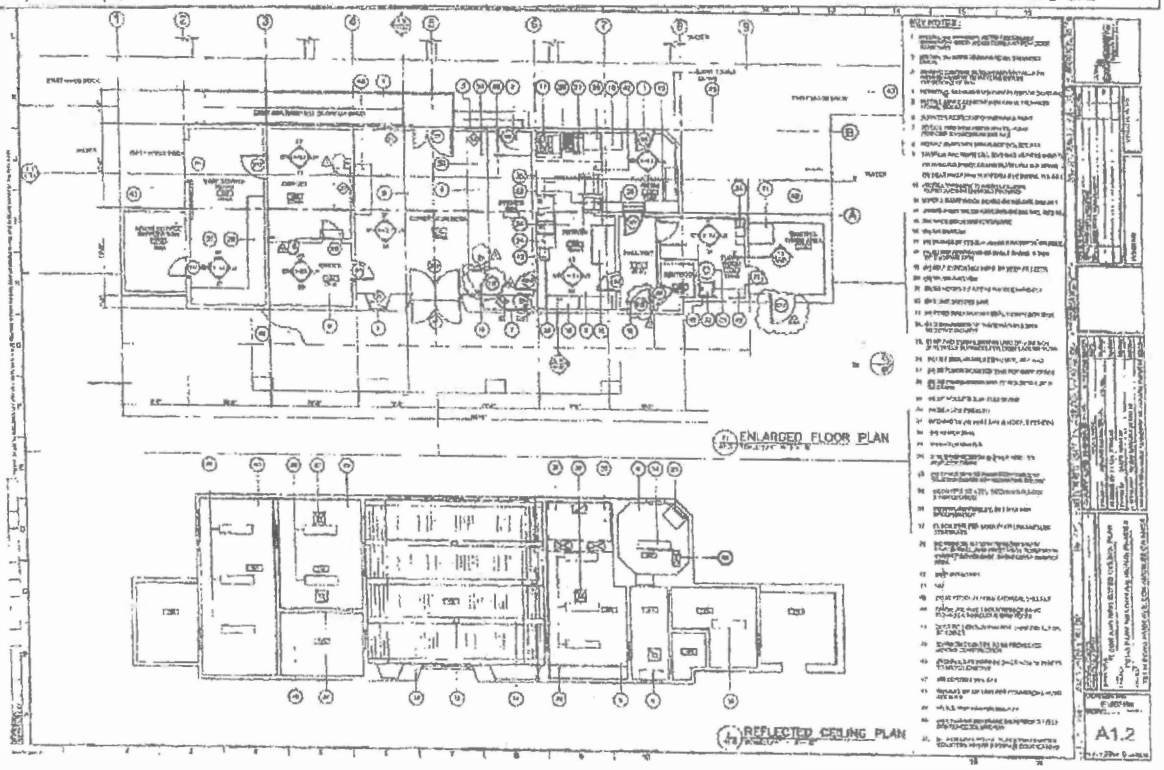


EXHIBIT C



GOOD FOOD PURCHASING PROGRAM

GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for Food Service Institutions

CENTER FOR GOOD FOOD PURCHASING

SEPTEMBER 2017



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Colleen McKinney, Associate Director

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“GOVERNMENTS HAVE FEW SOURCES OF LEVERAGE OVER INCREASINGLY GLOBALIZED FOOD SYSTEMS, BUT PUBLIC PROCUREMENT IS ONE OF THEM.

When sourcing food for schools, hospitals, and public administrations, governments have a rare opportunity to to support more nutritious diets and more sustainable food systems in one fell swoop."

OLIVIER DE SCHUTTER
Former U.N. Special Rapporteur on the Right to Food (2014)

ACKNOWLEDGEMENTS

The Good Food Purchasing Standards for Food Service Institutions were made possible by the generous contributions of many individuals. The Center for Good Food Purchasing is grateful for the expertise and guidance of the following contributors and reviewers who participated in the update process for the Good Food Purchasing Standards, Version 2.0.

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The Center for Good Food Purchasing would especially like to thank the following individuals for providing sustained guidance and direction during the development of the Good Food Purchasing Standards, Version 2.0:

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The Center for Good Food Purchasing was fortunate to receive invaluable input on our Good Food Purchasing Standards, Version 2.0 from the following individuals:

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The Center for Good Food Purchasing is a project of Community Partners.



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WHY PROCUREMENT?

Every year, institutions across the United States - from school districts to city governments - spend billions of dollars on food purchases.

By exercising their buying power and building Good Food purchasing practices into their work, food service institutions can influence supply chains and lead the movement for a values-based food system – a food system that is healthy, ecologically sound, economically viable, socially responsible, and humane.

While many institutions recognize that their food purchases can have a major impact on improving the food system and have the will to buy better food, often they have no idea where their food is coming from or how it was produced. And this is information that matters.

Creating a values-based food system begins with increasing transparency along the entire supply chain to better understand relationships between vendors, distributors and their suppliers.

The Good Food Purchasing Program provides institutions with the framework and tools to help facilitate values-based purchasing and build a more equitable and sustainable food system.



Public institutions, in particular, play a critical role in increasing access to Good Food.

Public institutions often provide food to communities with the least access to Good Food. Through their reach to some of the most vulnerable populations, public programs help ensure that all residents have access to healthy, high quality food. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. They provide a buffer against hunger and also serve as a primary source of nutrition for many residents, including children and seniors. By engaging in Good Food purchasing practices, public institutions that serve large numbers of low-income people can guarantee that Good Food is a right and not a privilege.

Public institutions spend taxpayer dollars to purchase food and as policymakers, they have the responsibility to ensure that public food contracts reflect a community's values. They have an opportunity to use the public contracting process to create greater accountability along their supply chains, by asking for companies with whom they work for strong commitments to transparency and the institution's values.

Public institutions are community leaders – when they take a stand for their values, others follow.



GOOD FOOD PURCHASING PROGRAM® OVERVIEW

The Center for Good Food Purchasing's Good Food Purchasing Program provides a metric-based, flexible framework that encourages large institutions to direct their buying power toward five core values:

1. local economies,
2. environmental sustainability,
3. valued workforce,
4. animal welfare, and
5. nutrition

Through the Program, the Center works with institutions to establish supply chain transparency from farm to fork, evaluate how current purchasing practices align with the Good Food Purchasing Standards, set goals, measure progress, and celebrate successes in using institutional purchasing power to improve the food system.

PARTICIPATION COMMITMENTS

Good Food Purchasing Program participants commit to the following core components:

1. Meet at least the baseline standard in each of the five value categories, as outlined in the Good Food Purchasing Standards;
2. Incorporate the Good Food Purchasing Standards and reporting requirements into new RFPs and contracts;
3. Establish supply chain transparency to the farm of origin that enables the commitment to be verified and tracked over time;
4. Commit to annual verification of food purchases by the Center to monitor compliance, measure progress, and celebrate success.

The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.

GOOD FOOD VALUES

Improving equity, affordability, accessibility, and consumption of high quality, culturally relevant Good Food in all communities is central to advancing Good Food purchasing practices.

LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

VALUED WORKFORCE

Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.





GOOD FOOD PURCHASING PROGRAM® PARTICIPATION: PHASES & KEY STEPS

The Center for Good Food Purchasing provides planning, implementation and evaluation support for institutions involved with the Good Food Purchasing Program. The Center works with institutions at every step of a two-phase, multi-step process, which includes:

1. measuring an institution's baseline;
2. identifying goals and developing an action plan;
3. improving impact and tracking progress;
4. institutionalizing Good Food Purchasing goals; and
5. celebrating success.

The following overview outlines the primary activities over two phases of an institution's Good Food Purchasing Program participation.

“WE DIDN’T HAVE TO INVENT THE PROCESS FROM SCRATCH. WE COULD HAVE ASSISTANCE FROM A TRIED-AND-TRUE process, and at the same time, develop our own goals and processes that would reflect our values in our community.”

EDWIN MARTY
Food Policy Manager, City of Austin Office of Sustainability

PHASE 1

Phase One begins with examining current food purchasing practices through a baseline assessment to understand existing alignment with the Good Food Purchasing Program Standards in the five value categories. The baseline assessment is conducted by the Center for Good Food Purchasing.

STEP 1: BASELINE ASSESSMENT

Conduct Good Food Purchasing Program Overview Briefing:

- Introductory meeting with institution and the Center.

Notify Vendors & Begin Data Collection:

- Institution informs vendors of commitment to the Good Food Purchasing Program, discusses data collection needs, and determines a feasible timeline for data collection.

Collect & Submit Data:

- Vendors submit data to institution. Institution shares data with the Center for review.

Conduct Baseline Assessment:

- The Center analyzes purchasing data and provides a detailed evaluation of institution's current alignment with each value category.

STEP 2: GOAL SETTING

Discuss Baseline Assessment:

- Institution and the Center discuss the results of the baseline assessment and identify short and long-term purchasing goals.

Develop Action Plan:

- Institution, with technical support from the Center and any additional local partners, develops a multi-year Good Food Purchasing action plan roadmap.

PHASE 2

Phase Two involves commitment to improving Good Food Purchasing practices over time, which is documented through annual verification and celebration of achievements. The Center issues a Good Food Provider verification seal to an institution once it meets at least a baseline standard in each of the five value categories.

STEP 3: IMPROVE IMPACT & MEASURE PROGRESS

Make Purchasing Shifts to Meet Action Plan Milestones

- Institution uses action plan to make purchasing shifts, which help meet or exceed the baseline in the five value categories, in partnership with vendors and local partners.

Collect Updated Purchasing Data from Vendors:

- Institution collects purchasing data from vendors annually.

Track Progress & Award Star Rating:

- The Center analyzes data and provides a detailed report with a star rating to institution on its overall performance, progress within each value category, and trends.



ANNUAL REPORTING REQUIREMENTS

1) Submit Food Service Operations Overview form (i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served).
2) Submit Baseline Nutrition Self-Assessment.
3) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
4) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
    i. Product name;
    ii. Unit type purchased (e.g. cases, bunches, packs);
    iii. Number of units purchased;
    iv. Volume per unit (e.g. ounces, lbs);
    v. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
    vi. Amount spent by institution for each product, to include:
        i. Price per unit;
        ii. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS

Adopt Formal Policy and Incorporate Good Food Purchasing Program Language into RFPs and Contracts

- Institution adopts formal policy and incorporates Good Food Purchasing Program language into new bids and contracts. (See Appendix A for template policy language).

STEP 5: CELEBRATE SUCCESS

Issue Verification Seal and Branded Materials (When Applicable)

- The Center issues a Good Food Provider verification seal to the institution once it meets at least a baseline standard in each of the five value categories.

Publicly Recognize Leadership

- Institution, local partners, and the Center share annual public progress report and publicly celebrate progress.



GOOD FOOD PURCHASING STANDARDS AND SCORING SYSTEM OVERVIEW

The Good Food Purchasing Standards are a central component of the Good Food Purchasing Program. The Standards provide institutions with a roadmap for working towards a more sustainable and equitable food system. An institution is expected to meet a baseline in each value category by sourcing a certain percentage of food from producers that reflect each of the five values. The Standards set a basic minimum in each value category, but encourage institutions to earn higher levels of achievement through a flexible, points-based scoring system. Key aspects of the scoring system include:

BASELINE STANDARD

Each of the five value categories has a baseline standard. To become a Good Food Provider, an institution must meet at least the baseline in each of the five values.

CERTIFICATION-BASED

Standards are primarily based off of third-party certifications that have been identified as meaningful and ranked by national experts in each category.

FLEXIBLE, TIERED POINT SYSTEM

Performance is measured using a points-based formula in which points are accumulated based on level of achievement. There are three levels in each category, with higher levels worth more points. Points are awarded for each category individually, allowing institutions to accommodate their priorities and constraints by participating at the baseline in some categories and earning additional points by going above and beyond in other categories.

AGGREGATION OF POINTS AND STAR RATING

Points earned in each category are added together to determine the overall number of points. A star rating is awarded based on the total number of points earned. The minimum score needed to earn One Star and the Good Food Provider seal is five (one point in each category). As points accumulate, higher star ratings are awarded according to the chart below. A participant that earns five or more points only receives the Good Food Provider seal if they meet the baseline standard in each category.

INCREASED COMMITMENT OVER TIME

To maintain the star rating, an institution increases the amount of Good Food purchased each year.

GOOD FOOD PURCHASING AWARD LEVELS

STAR RATING	POINTS
★	5-9
★★	10-14
★★★	15-19
★★★★	20-24
★★★★★	25+

SAMPLE SCORESHEET

***Example**: Institution A serves nutritious meals to low-income children. They use their purchasing power to support local businesses and well-paying jobs, so they have prioritized Local Economies, Valued Workforce, and Nutrition. They are satisfied meeting the baseline standard in Environmental Sustainability and Animal Welfare.*

LOCAL ECONOMIES	6 points	We create opportunities for businesses in our community to thrive. We purchase over 50% of our food from producers within 250 miles, including very small farmers and businesses owned by women and entrepreneurs of color.
ENVIRONMENTAL SUSTAINABILITY	1 point	We purchase over 15% of food from producers with high environmental stewardship standards, including organic practices and chicken produced without routine antibiotics. We have also adopted a less meat, better meat strategy to decrease our carbon and water footprint.
VALUED WORKFORCE	6 points	We purchase over 10% of our food from suppliers who pay their workers living wages and respect health and safety regulations. Many of the workers in our supply chain are represented by a union contract. This is a high bar by industry standards and something we work actively with our suppliers to improve even further.
ANIMAL WELFARE	1 point	Our menus feature plant-forward dishes, which has led to a 15% reduction in the total volume of animal products purchased. At the same time, we purchase higher welfare meat products.
NUTRITION	3 points	We purchase whole, seasonal fruits and vegetables, prioritize plant based menu items and minimize added sugars and sodium. We feature our most nutritious menu times in high-visibility areas to make healthy choices easy.
TOTAL:	**17 POINTS**	**STAR RATING: ★★★**



“THE GOOD FOOD PURCHASING PROGRAM PROVIDES US WITH A TOOL TO EVALUATE AND TALK IN CONCRETE TERMS ABOUT THE WORK WE'RE DOING TO IMPROVE OUR FOOD PROCUREMENT.

It demonstrates in dollar terms the magnitude of the improvements we have made. It also provides a framework for setting goals around issues we haven't been able to work on yet, like increasing our purchases from suppliers with fair and humane labor practices.”

JENNIFER LE BARRE
Nutrition Services Director, Oakland Unified School District



LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

LOCAL ECONOMIES

PURCHASING GOALS

STRATEGIES

- INCREASE SPEND ON LOCAL FOOD

	SOURCING TARGETS, BY YEAR TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 **BASELINE**	**Option 1: Increase Local Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 local food sources (see page 22 for qualifying sources). OR 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources. **Option 2: Submit Plan for Baseline Achievement Within 1 Year** If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	**Increase Local Food Spend:** 25% of the total dollars spent annually on food products will come from Level 1 local food sources by fifth year of participation (see page 22 for qualifying sources).	**1**
LEVEL 2	**Increase Local Food Spend:** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 local food sources (see page 22 for qualifying sources). OR 10% of the total dollars spent annually on food products with a goal of increasing at least 2% per year, will come from Level 3 local food sources.	**Increase Local Food Spend:** 25% of the total dollars spent annually on food products will come from Level 2 local food sources by fifth year of participation (see page 22 for qualifying sources).	**2**
LEVEL 3	**Increase Local Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources (see page 22 for qualifying sources).	**Increase Local Food Spend:** 25% of the total dollars spent annually on food products will come from Level 3 local food sources by fifth year of participation (see page 22 for qualifying sources).	**3**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies Category.

LOCAL ECONOMIES
EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Local Economies Extra Points section.

1

At least 1% of food is purchased from small scale and family or cooperatively-owned farms (per the USDA definition of farm size in the most recent USDA Census of Agriculture) and located within 250 miles.

1

At least 5% of food is grown/raised AND processed in the same county as institution.

1

At least 1% of food is purchased directly from farmer-owned businesses.

1

At least 1% of food is purchased from Socially Disadvantaged, Beginning, Limited Resource, Veteran, Women, Minority, or Disabled Farmers/Ranchers.

1

An institution purchases product from suppliers outside 250 mile range, but from small-scale operations and certified by Fairtrade International (FLO) or Small Producer Symbol (SPP).

1-3
DEPENDING ON RIGOR OF PROGRAM

Institution develops and implements long-term plan to encourage and invest in value-chain innovation among its suppliers.
Examples of qualifying initiatives:

- Help develop new distribution infrastructure to facilitate working with very small growers, processors or other food businesses.
- Guarantee a certain volume of purchases to small growers prior to each planting cycle.
- Work with suppliers to include alternate ingredients in processed food items that support the Good Food value categories.
- Finance suppliers' certification processes to help them participate in Level 3 certification initiatives.[1]

1-3
DEPENDING ON RIGOR OF PROGRAM

Institution actively supports or sponsors initiatives that directly promote quality employment or business ownership opportunities for low-income entrepreneurs of color or disadvantaged communities.
Examples of qualifying initiatives:

- 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.
- For new facilities development, create a Community Benefits Agreement that considers the workforce, community development and environmental impact of the development.
- Establish a formal hiring policy, which prioritizes hiring local residents with 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 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.

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

LOCAL ECONOMIES
QUALIFYING CRITERIA

The geographic radius of local is defined by region, with agreement by the Center, depending on regional variation in food production patterns. Otherwise, local is defined as:

LEVEL 1

Size
- Produce: Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture)[3] (>$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Very large scale operations (>$50 million)[4]

AND

Ownership
- Family farm[5] or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius
- Within 250 miles[6]

LEVEL 2

Size
- Produce: Large scale operations (Between $1 million and $5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between $20 million and $50 million)

AND

Ownership
- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius
- Within 250 miles[7]

LEVEL 3[2]

Size
- Produce: Large scale operations (Between $1 million and $5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between $20 million and $50 million)

AND

Ownership
- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius
- Within 250 miles[8]

2 For single and multi-ingredient products, with at least 50% of ingredients sourced from a family or cooperatively-owned medium scale operation within 250 miles, greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:
  - 100% credit if source farm meets Level 3 criteria.
  - 66% credit if processor or shipper AND distributor, but NOT source farm, meet Level 3 criteria.
  - 33% credit if processor or shipper OR distributor, but NOT source farm, meet Level 3 criteria.

3 United States Department of Agriculture (January 2015). "2012 Census of Agriculture: Farm Typology. https://www.agcensus.usda.gov/Publications/2012/Online_Resources/Typology/typology13.pdf.

4 Size ranges for meat, poultry, eggs, dairy, seafood, and grocery items are based off of internal analysis of suppliers and align with Real Food Challenge's definitions.

5 As defined by the USDA, a majority of the business is owned by the operator and individuals related to the operator. https://www.ers.usda.gov/topics/farm-economy/farm-household-well-being/glossary.aspx#familyfarm.

6 Note: this radius is 500 miles for meat.

7 Note: this radius is 500 miles for meat.

8 Note: this radius is 500 miles for meat.



ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant forward menus, which feature smaller portions of animal proteins in a supporting role.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 BASELINE	**Option 1: Increase Environmentally Sustainable Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 environmentally sustainable sources (see page 29 for qualifying criteria). OR 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria). **Option 2: Reduce Carbon and Water Footprint** a) Reduce carbon footprint[9] and water footprint[10] of meat, poultry, and cheese purchases by at least 4% per meal served from baseline year, with an 8% reduction goal within two years, and a 20% reduction goal within five years; [11, 12] AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least two source reduction strategies[13] that address most wasted food items identified in audit. (See Appendix B for a menu of options).[14] **Option 3: Submit Plan for Baseline Achievement Within 1 Year:** If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	**Option 1: Increase Environmentally Sustainable Food Spend** 25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation in the Good Food Purchasing Program (see page 29 for qualifying criteria). **Option 2: Reduce Carbon and Water Footprint** a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year; AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).	**1**

ADDITIONAL LEVEL 1 REQUIREMENTS CONTINUED ON PAGE 25

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

9 See next page for conversion factors for carbon footprint.
10 See next page for conversion factors for water footprint.
11 The baseline year is the year in which institution initiates its meat reduction efforts.
12 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.
13 Qualifying food resource recovery strategies will be determined based on adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.
14 An institution may choose to conduct waste audit at a select number of sample sites.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

LEVEL 1
BASELINE

ADDITIONAL LEVEL 1 REQUIREMENTS

TARGET: YEAR 1	TARGET: YEAR 5
No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.	No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.
At least 25% of animal products[15] are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.[16, 17]	At least 50% of animal products are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.[18]

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

CONVERSION FACTORS FOR CARBON FOOTPRINT:

Food Product	lb CO2/lb edible
Beef	26.5
Cheese	9.8
Pork	6.9
Poultry	5.1
Fish	3.8
Other Dairy + Eggs	3.3

Source: Heller, M. C. and Keoleian, G. A. (2015), Greenhouse Gas Emission Estimates of U.S. Dietary Choices and Food Loss. Journal of Industrial Ecology, 19: 391–401.

CONVERSION FACTORS FOR WATER FOOTPRINT:

Food Product	Blue + Green gallons/lb edible
Beef	1,590
Pork	475
Cheese	382
Poultry	230
Other Dairy + Eggs	139
Fish	Pending

Source: Mekonnen, M.M. and Hoekstra, A.Y. (2012) A global assessment of the water footprint of farm animal products, Ecosystems, 15(3): 401–415.

15 Animal product refers to any products derived from an animal, including meat, poultry, eggs and dairy.
16 In qualifying products, medically important antimicrobial drugs (i.e. those in the same class of antibiotics used in human medicine) may be used for non-routine disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.
17 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
18 See footnote 16 for definition.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 2	**Option 1: Increase Environmentally Sustainable Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 environmentally sustainable sources (see page 29 for qualifying criteria). OR 10% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying sources).	**Option 1: Increase Environmentally Sustainable Food Spend** 25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation (see page 29 for qualifying criteria).	**2**
	Option 2: Reduce Carbon and Water Footprint a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by 5% per meal served from baseline year, with a 10% reduction goal within two years, a 15% reduction in three years and 25% reduction within five years;[19] AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies[20] that address most wasted food items identified in audit and donate all recoverable food once per month.[21]	**Option 2: Reduce Carbon and Water Footprint** a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year; AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).	
	LEVEL 2 ADDITIONAL REQUIREMENTS At least 25% of seafood purchased should be listed as "Best Choice" and no seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. At least 30% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[22, 23]	At least 50% of seafood purchased should be listed as "Best Choice" and no seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. At least 60% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[24]	

19 The baseline year is the year in which institution initiates its meat reduction efforts.
20 Qualifying food resource recovery strategies will be determined based adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.
21 An institution may choose to conduct waste audit at a select number of sample sites.
22 In qualifying products, antimicrobial drugs (both medically important and otherwise) may be used for disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.
23 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
24 Refer to footnote 22 for definition.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 3	15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria); AND Reduce carbon and water footprint of meat, poultry, and cheese purchases by 6% per meal served from baseline year, with a 12% reduction goal within two years and 30% reduction within five years;[25] AND Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies[26] that address most wasted food items identified in audit, donate recoverable food twice per month, and implement one food recycling strategy (e.g. anaerobic digestion or composting).[27]	25% of the total dollars spent annually on food products will come from Level 3 environmentally sustainable sources by fifth year of participation; AND Reduce carbon and water footprint of meat, poultry, and cheese purchases, per meal served by 30% from baseline year; AND Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least four source reduction strategies that address most wasted food items identified in audit, donate recoverable food once per week, and implement two food recycling strategies.	**3**

LEVEL 3 ADDITIONAL REQUIREMENTS

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. At least 50% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[28, 29]	All seafood purchased should be listed as “Best Choice” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. All animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[30]

25 The baseline year is the year in which institution initiates its meat reduction efforts.
26 Qualifying food resource recovery strategies will be determined based on adherence to EPA’s Food Recovery Hierarchy. See Appendix B for menu of options.
27 An institution may choose to conduct waste audit at a select number of sample sites.
28 Refer to footnote 22.
29 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
30 Refer to footnote 22.

ENVIRONMENTAL SUSTAINABILITY
EXTRA POINTS

EXTRA POINTS	In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.
1	Institution participates in "Meatless Mondays" campaign or any equivalent meatless day program.
1	100% of disposable flatware, dishes, cups, napkins and other service items are compostable.
1	No bottled water is sold or served, and plain or filtered tap water in reusable jugs, bottles or dispensers is available.

ENVIRONMENTAL SUSTAINABILITY
QUALIFYING CRITERIA

	LEVEL 1	LEVEL 2	LEVEL 3
FRUITS & VEGETABLES	▪ Distributor provides grower signed affidavit verifying that produce has been grown without the use of pesticides listed as prohibited for fresh produce by Whole Foods' Responsibly Grown program and all neonicotinoids and affidavit is accompanied by a site visit from institution or community partner; or Gold certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy.	▪ Protected Harvest certified; or ▪ Food Alliance certified; or ▪ Rain Forest Alliance certified; or ▪ Enrolled in Whole Foods Responsibly Grown program; or ▪ Platinum certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy; or ▪ USDA Transitional Organic Standard; or ▪ Sustainably Grown certified; or ▪ Salmon Safe; or ▪ LEAF (Linking Environment and Farming)	▪ USDA Organic; or ▪ Demeter Certified Biodynamic; or ▪ Produce grown in a farm or garden at the institution using organic practices
MILK & DAIRY	▪ AGA Grassfed	▪ Animal Welfare Approved; or ▪ Food Alliance Certified	▪ USDA Organic
POULTRY		▪ Animal Welfare Approved; or ▪ Food Alliance Certified	▪ USDA Organic
EGGS	▪ Certified Humane Raised and Handled	▪ Animal Welfare Approved; or ▪ Food Alliance Certified	▪ USDA Organic
MEAT	▪ AGA Grassfed	▪ Animal Welfare Approved; or ▪ Food Alliance Certified; or ▪ Grasslands Alliance Standard	▪ USDA Organic
FISH (WILD)	▪ No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide	▪ Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide	▪ Marine Stewardship Council certified, paired with the MSC Chain of Custody Certification
FISH (FARM-RAISED)	▪ No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide	▪ Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide[31]	
GRAINS	▪ Pesticide-free	▪ Food Alliance Certified	▪ USDA Organic; or ▪ Demeter Certified Biodynamic

THIRD-PARTY CERTIFICATIONS



31 Other certifications for farm-raised fish may be accepted on a species-by-species basis, if endorsed by Seafood Watch.



VALUED WORKFORCE

Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

VALUED WORKFORCE
PURCHASING GOALS

STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 BASELINE	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 1 fair sources (see page 34 for qualifying sources). If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 15% of the total dollars spent annually on food products will come from Level 1 fair sources by fifth year of participation (see page 34 for qualifying sources).	**1**
LEVEL 2	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 2 fair sources (see page 34 for qualifying sources).	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 15% of the total dollars spent annually on food products will come from Level 2 fair sources by fifth year of participation (see page 34 for qualifying sources).	**2**
LEVEL 3	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 3 fair sources (see page 34 for qualifying sources).	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 15% of the total dollars spent annually on food products will come from Level 3 fair sources by fifth year of participation (see page 34 for qualifying sources).	**3**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.

VALUED WORKFORCE
PURCHASING GOALS, CONT.

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED

DETAIL ON LABOR LAW REQUIREMENTS AT ALL LEVELS

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers
Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and that vendor and all suppliers[32] comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

(1) Freedom of association and the right to collective bargaining.
(2) Elimination of all forms of forced or compulsory labor.
(3) Abolition of child labor.
(4) Elimination of discrimination with respect to employment or occupation.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers
Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

32 Vendor refers to the distributor with whom the institution or its food service management company has a direct contract. Supplier refers to all companies in the vendor's supply chain from whom product is sourced to be provided to the institution. A single product may have more than one supplier, including grower, shipper, processor, and/or wholesaler.

VALUED WORKFORCE
EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

2	Institution establishes an anonymous reporting system for workers to report violations with a protection for workers from retaliation.
1	Institution has adopted a "living wage" policy to ensure direct employees are paid non-poverty wages.
1	Institution's food service contractor meets Level 3 Valued Workforce criteria.
2	An institution or vendor has a Labor Peace policy or agreement

VALUED WORKFORCE
QUALIFYING CRITERIA

LEVEL 1

Vendor and Suppliers
Have a social responsibility policy, which includes:
(1) union or non-poverty wages;
(2) respect for freedom of association and collective bargaining;
(3) safe and healthy working conditions;
(4) proactive policy on preventing sexual harassment and assault,
(5) prohibition of child labor, as defined by the International Labour Organization (ILO)[35] and at least one additional employment benefit such as:
(6) employer-paid health insurance
(7) paid sick days;
(8) profit-sharing with all employees;

OR

Vendor and Suppliers
Post information about their participation in the Good Food Purchasing Program in workplaces and in the primary languages spoken by the employees;

OR

Partner with local trade union and/or independent, representative worker organizations to conduct periodic mandatory, accessible, in-depth worker education training at the worksite and on the clock about their rights and ensure they know what their company has committed as a vendor of a Good Food Purchasing Program participant;

OR

- Are certified by Fair for Life; or
- Are certified by Fairtrade America (Fairtrade International FLO); or
- Are certified by Fairtrade USA

LEVEL 2

Vendor and Supplier
- Are Food Justice-Certified by the Agricultural Justice Project; or
- Are certified by the Equitable Food Initiative

LEVEL 3[33, 34]

Vendor and Supplier
- Have a union contract with their employees[36]; or
- Are a worker cooperative[37]

THIRD-PARTY CERTIFICATIONS

Food items from suppliers that meet any of the following criteria will be disqualified from being counted for points in all value categories:

- **Use of slave or forced labor;**
- **Pattern of serious, willful, repeated, and/or pervasive labor violations over the last three years;**
- **Use of child labor**[38]

33 Greater credit is given for full supply chain participation at Level 3. An institution receives 3 points for every 5% increment of product sourced from Level 3 farms, and 3 points for every 15% increment of product sourced from Level 3 processors or distributors (percentages determined related to availability of Level 3 product in sectors of the supply chain). Points are weighted as follows:
- 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
- 66% credit if two of three companies meet Level 3 criteria.
- 33% credit if one of three companies meets Level 3 criteria.

34 Criteria used to identify voluntary third party certification programs at Level 3 include: adherence to all ILO Fundamental Principles and Rights at Work; a fair wage that at a minimum reaches the prevailing industry wage and charts progress toward a living wage; safe and healthy workplaces for workers; inclusion of independent worker organizations at all stages of standard-setting, monitoring and enforcement, and remediation; a confidential complaint reporting and resolution mechanism with a strictly enforced no-retaliation policy; mandatory worker rights training on the clock, implemented with independent worker organization; regular announced and unannounced audits by well-trained auditors that include secure interviews with a broad swath of workers, and findings that are made available to workers; and a focus on enforcement, with binding legal agreements that ensure real consequence for non-compliance and clear, time-bound plans to remedy violations. If the Center determines that a supplier is not compliant with the standards established by the third-party certification program, the supplier will not receive credit for their participation in the certification program.

35 http://ilo.org/ipec/facts/lang--en/index.htm.

36 Unions cannot be controlled or backed by government or the employer

37 As defined by United States Federation of Worker Cooperatives: Worker cooperatives are business entities that are owned and controlled by their members, the people who work in them. All cooperatives operate in accordance with the Cooperative Principles and Values. The two central characteristics of worker cooperatives are: (1) worker-members invest in and own the business together, and it distributes surplus to them and (2) decision-making is democratic, adhering to the general principle of one member-one vote.

38 Federal and/or state law defines child labor for the supplier's industry and location. When federal and state rules are different, the rules that provide the most protection apply. For international products, child labor is defined by the ILO standard.



ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

ANIMAL WELFARE
PURCHASING GOALS

STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 BASELINE	**Option 1: Increase High Animal Welfare Food Spend** 15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 1 animal welfare requirements (see page 39 for qualifying criteria). OR 5% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 15% of the total volume of animal products purchased with plant-based protein.	**Option 1: Increase High Animal Welfare Food Spend** 25% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 1 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 25% of the total volume of animal products purchased with plant-based protein.	**1**
LEVEL 2	**Option 1: Increase High Animal Welfare Food Spend** 15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria). OR 10% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 25% of the total volume of animal products purchased with plant-based protein.	**Option 1: Increase High Animal Welfare Food Spend** 35% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 35% of the total volume of animal products purchased with plant-based protein.	**2**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

ANIMAL WELFARE
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 3	**Option 1: Increase High Animal Welfare Food Spend** 15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 35% of the total *volume* of animal products purchased with plant-based protein.	**Option 1: Increase High Animal Welfare Food Spend** 45% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 40% of the total *volume* of animal products purchased with plant-based protein.	**3**

ANIMAL WELFARE
EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

2	Institution encourages plant-based diets by offering only vegan options.
1	Institution encourages plant-based diets by offering only vegetarian options.
1	50% or more annual average of total cost of milk, egg and meat product purchases come from higher-welfare sources (Level 1 or above).

ANIMAL WELFARE
QUALIFYING CRITERIA

	LEVEL 1	LEVEL 2	LEVEL 3
DAIRY	▪ Certified Humane; or ▪ USDA Organic[39]	▪ PCO 100% Grassfed	▪ Animal Welfare Approved
EGGS[40]	▪ Certified Humane Cage Free; or ▪ GAP Step 1, 2; or ▪ USDA Organic[41]	▪ American Humane Certified Pasture Raised[42]; or ▪ Certified Humane Free Range; or ▪ GAP Step 3	▪ Animal Welfare Approved; or ▪ Certified Humane Pasture Raised; or ▪ GAP Step 4, 5, 5+
POULTRY	▪ Certified Humane; or ▪ GAP[43] Step 2, 3; or ▪ USDA Organic[44]	▪ Certified Humane Free Range[45]	▪ Animal Welfare Approved; or ▪ GAP Step 4, 5, 5+
BEEF	▪ Approved American Grassfed Association Producer; or ▪ Certified Humane; or ▪ GAP Step 1,2; or ▪ USDA Organic[46]	▪ PCO 100% Grassfed	▪ Animal Welfare Approved; or ▪ Certified Grassfed by A Greener World; or ▪ GAP Step 4, 5, 5+
PORK	▪ Certified Humane; or ▪ GAP Step 1, 2; or ▪ USDA Organic[47]	▪ Gap Step 3	▪ Animal Welfare Approved; or ▪ GAP Step 4, 5, 5+
FISH[48]			

THIRD-PARTY CERTIFICATIONS

39 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
40 AHA cage-free standards were excluded because AHA's points-based system allows egg facilities to pass an audit (at 85%) without meeting a number of basic welfare standards.
41 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
42 Because American Humane Certified does not have a set of "Core Criteria" that all certified producers must meet, full audit results must be submitted to the Center to verify that the farm meets all Core Criteria for a product to meet Level 2.
43 GAP Step 1 may be added to Level 1 upon the adoption of requirements for enrichments and for slower-growing chicken strains at Step 1.
44 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
45 Certified Humane Free Range, despite being pasture-based, is in Level 2 because unlike those in Level 3, it does not require slower-growth genetics.
46 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
47 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
48 Standards for farm raised fish are in development and will be added to the Good Food Purchasing Standards as soon as possible.



NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

NUTRITION

PURCHASING GOALS

STRATEGIES

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

HIGH PRIORITY

HEALTHY PROCUREMENT

- ☐ Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.[49]
- ☐ If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.[50, 51]
- ☐ Fruits, vegetables, and whole grains account for at least 50% of total food purchases by volume.[52]
- ☐ All individual food items contain ≤ 480 mg sodium per serving.[53]Purchase "low sodium" (≤ 140 mg sodium per serving) whenever possible.
- ☐ Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.

HEALTHY FOOD SERVICE ENVIRONMENT

- ☐ Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.[54]
- ☐ Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.
- ☐ Offer plant-based main dishes at each meal service.[55]

HEALTH EQUITY

- ☐ Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color.[56] Examples of qualifying initiatives:
  - Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer's market located in a low-income census tract that accepts EBT.

2 CHECKS

Items with High Priority designation are worth two checks per item met

49 See Appendix C for definitions for whole/minimally processed, processed, and ultraprocessed (Source: San Diego County Department of Public Health Eat Well Standards).

50 Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per 2 oz.

51 One strategy to reduce red and processed meat purchases is to limit portion sizes based on current US Dietary Guidelines. Average per-meal amount for meat, poultry and eggs for a 2000 calorie diet is 1.9 oz. (The range for a 1000-2200 calorie diet is .7-2 oz. per meal). See the USDA Food Patterns: Healthy U.S.-Style Eating Pattern for more information.

52 Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. With the exception of the following foods:

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

54 Health Care Without Harm "Healthy Beverage Defined: Water (filtered tap, unsweetened, seltzer or infused); 100 percent fruit juice (optimal 4 oz. serving); 100% vegetable juice (optimal sodium less than 140 mg); Milk (unflavored); Non-dairy milk alternatives (plain, unsweetened); Teas and Coffee (unsweetened with only naturally occurring caffeine).

55 To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. Recommend plant-based main dishes to include fruits, vegetables, beans and/or legumes.

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

NUTRITION

PURCHASING GOALS

STRATEGIES

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

PRIORITY

HEALTHY PROCUREMENT

- [ ] All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.[57]
- [ ] If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).[58]
- [ ] All pre-packaged food has zero grams trans fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).
- [ ] At least 50% of grain products purchased are whole grain rich.[59]
- [ ] Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing.[60] Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.

HEALTHY FOOD PREPARATION

- [ ] Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.
- [ ] 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).

HEALTHY FOOD SERVICE ENVIRONMENT

- [ ] If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative[61] AND offer fresh fruit or a non-fried vegetable prepared without fat or oil as a side option.
- [ ] Adopt one or more product placement strategies such as:
  - Prominently feature fruit and/or non-fried vegetables in high-visibility locations.
  - Display healthy beverages in eye level sections of beverage cases (if applicable).
  - Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).
- [ ] Healthy food and beverage items are priced competitively with non-healthy alternatives.
- [ ] Adopt one or more marketing/promotion/signage strategies, such as:
  - Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

1
CHECK
Items with Priority designation are worth one check per item met

57 Low Sodium is 140 mg or less per RACC.
58 Fat-Free is 0.5g or less per RACC: Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Reduced fat is 25% less fat per RACC when compared to the original food: Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g).
59 Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice; 3 grams or more of fiber/serving.
60 Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g); Low Calorie is 40 calories or less per RACC and per 50g if RACC is small (<30g).
61 A cup/glass of chilled tap water is prioritized and water in recyclable bottle is a secondary substitute to be avoided if possible for environmental considerations.

NUTRITION
EXTRA POINTS & SCORING TARGETS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Nutrition Extra Points section.

1 MENU LABELING
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide.

1 PORTION CONTROL
Adopt one or more portion control strategies, if applicable. (e.g. Utilize 10" or smaller plates for all meals; make available reduced-size portions of at least 25% of menu items offered; offer reduced-size portions at a lower price than regular sized portions, eliminate trays from lines).[62]

1 CULTURALLY APPROPRIATE MENUS
Offer menu items that are culturally appropriate for institution's demographic composition. Institution should submit menus with ingredient lists for culturally appropriate items.

1 NUTRITION & FOOD SYSTEMS EDUCATION
For K-12 institutions: Institution implements nutrition education programming. Examples of qualifying initiatives include:
- Interactive/educational garden program
- District-wide required nutrition curriculum
- Farm/processing site visits to regional producers

1 WORKSITE WELLNESS
Develop and implement a worksite wellness program for employees and/or patrons that includes nutrition education.

1 HEALTHY VENDING
Adopt a healthy vending machine policy for machines at all locations, using the Federal Food Service Guidelines or a higher standard.[63]

PERCENTAGE OF CHECKLIST ITEMS MET	SCORING TARGET	POINTS AWARDED
51 - 64.9%	LEVEL 1	**1**
65 - 79.9%	LEVEL 2	**2**
80 - 100%	LEVEL 3	**3**

UP TO **6** EXTRA POINTS

62 Reduced-sized portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.
63 Food Service Guidelines for Federal Facilities: https://www.cdc.gov/obesity/downloads/guidelines_for_federal_concessions_and_vending_operations.pdf, pages 13-14.



APPENDICES

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION

Whereas, [Institution] procures [$ food spend] annually in food and food supplies. The large-scale volume demands include serving [number of meals per day] meals per day and [number of meals per year] meals annually. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in [Institution];

Whereas, [Percentage] of students in [Institution], [X%] of whom are students of color, qualify for federal and state meal benefits through the [National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program];

Whereas, In practicing good food procurement methods, [Institution] can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices by [Institution] can nationally impact the creation and availability of a local, equitable, and sustainable good food system;

Whereas, [Institution] has [detail of existing Good Food practice or policy. Duplicate this list item as many times as needed];

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management); and

Whereas, Implementation of the comprehensive Good Food Purchasing Program will promote the ongoing leadership of [Institution] in being a good food leader in our community and nationwide; now, therefore, be it,

RESOLVED, That [Institution] will use its purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers and low-income entrepreneurs of color to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

Local Economies: support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.
Environmental Sustainability: source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.
Valued Workforce: Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
Animal Welfare: Source from producers that provide healthy and humane conditions for farm animals.
Nutrition: Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION, CONT.

RESOLVED, that [Institution] commits to taking the following steps in support of Good Food:

(1) Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.
(2) Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
(3) Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts with the opportunity for community input on contract awards.
(4) Commit to annual verification of food purchases by the Center for Good Food Purchasing and comply with due diligence reporting requirements to verify compliance, measure progress, and celebrate success at the [enter desired star rating] level.

RESOLVED, that [Institution] commits to the following reporting requirements:

(1) Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.
(2) Submit Baseline Nutrition Assessment.
(3) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:

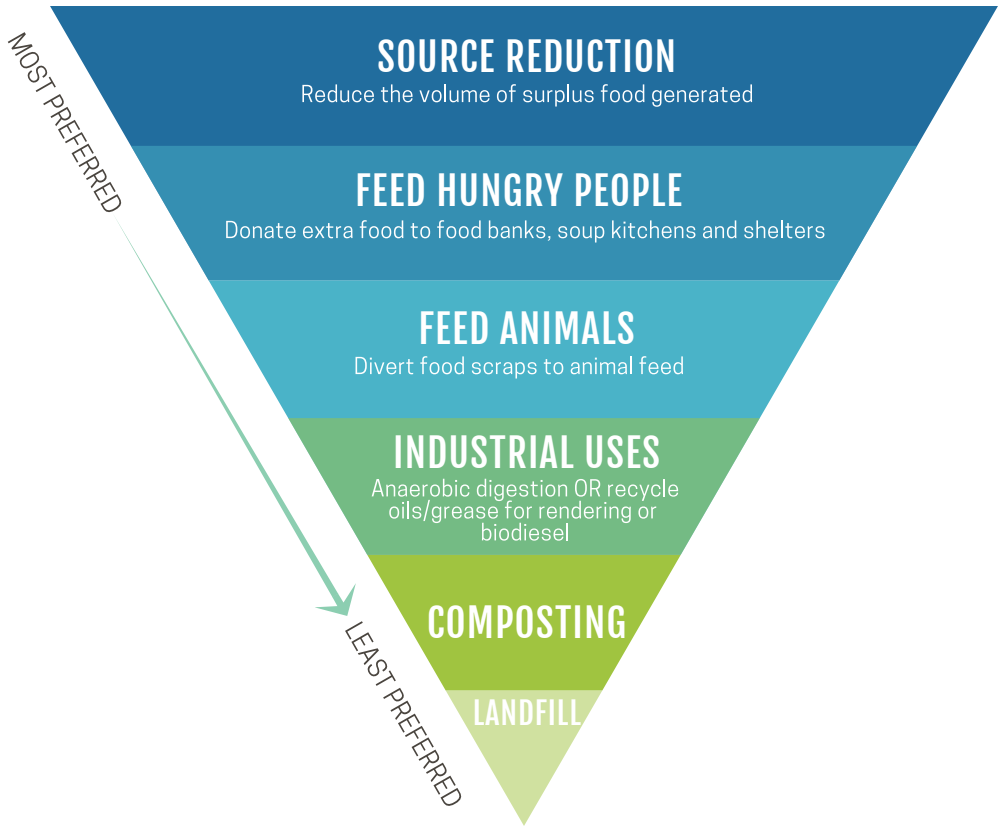
1. Product name;
2. Unit type purchased (e.g. cases, bunches, packs);
3. Number of units purchased;
4. Volume per unit (e.g. ounces, lbs);
5. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
6. Amount spent by institution for each product, to include:
    a. Price per unit;
    b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

(4) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
(5) Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Program.
(6) Report to the [insert policy body] annually on implementation progress of the Good Food Purchasing Program with the opportunity for community input.

APPENDIX B: EPA FOOD RECOVERY HIERARCHY: IDENTIFYING AND PRIORITIZING STRATEGIES TO REDUCE WASTED FOOD

The EPA has developed the Food Recovery Hierarchy to help prioritize actions that organizations can take to prevent wasted food. Reduction/diversion points include:

1. Source Reduction – reduce the amount of surplus food generated
2. Recovery: Feed Hungry People – donate extra food to food banks, soup kitchens, shelters
3. Recycling:
   - Feed Animals – divert food scraps to animal feed
   - Industrial Uses – anaerobic digestion (send food to anaerobic digester) OR recycle oils/grease (for rendering or biodiesel)
   - Composting



According to the EPA, "each tier of the Food Recovery Hierarchy focuses on different management strategies for wasted food. The top levels of the hierarchy are the best ways to prevent and divert wasted food because they create the most benefits for the environment, society and the economy."

Good Food Providers that incorporate waste reduction strategies into their food service operations are encouraged to follow the EPA's Food Recovery Hierarchy and prioritize strategies at the top levels of the hierarchy.

An important first step for an institution is to perform a waste audit and then develop waste reduction strategies that address the most wasted food items identified in audit.

APPENDIX B: SUGGESTED FOOD RECOVERY STRATEGIES

The list below provides a menu of options that institutions can take to prevent and divert wasted food. This list is by no means exhaustive. Some strategies may not apply to or be feasible for all institution types. More ideas can be found on the EPA's Food Recovery Hierarchy website.

SOURCE REDUCTION[64]

- Purchase imperfect produce
- Staff training on food waste reduction
- Daily log of kitchen food waste[65]
- Reduce batch sizes
- Cook-to-order instead of bulk-cooking at end of day
- Set up share tables
- "Offer vs serve"
- Replace buffet with cook-to-order line
- Finish preparation at the line
- Recess before lunch
- Provide another beverage choice (e.g. water)
- Extend lunch periods to 30 minutes
- Slice fruit/vegetables
- Catchy names for fruits/vegetables
- Marinate meats
- Healthy foods within reach
- Train staff on knife skills
- Use maximum amount of food parts (carrot greens and potato skins)
- Reconstitute wilted veggies
- Freeze surplus fruits & veggies
- Use leftovers
- Eliminate garnishes that typically don't get eaten
- Storage techniques for different foods
- See-through storage containers
- Smaller serving containers at end of day
- Trayless dining

RECOVERY[66]
FEED HUNGRY PEOPLE

- Deliver unused food to local pantry
- Supplement Power Pack program with unused food that is collected
- Pop Up Food Pantry
- Partner with sister school & donate surplus food to families in need

RECYCLING
FEED ANIMALS, INDUSTRIAL USES, COMPOSTING

- Provide organic waste to animal farmers as feed
- Send food scraps to anaerobic digester
- Recycle waste vegetable oil to be used as biofuel
- Community or on-site composting of organic waste

64 This list is not exhaustive and options are not exclusive to the listed institution type. More ideas can be found at https://www.epa.gov/sustainable-management-food/food-loss-prevention-options-grade-schools-manufacturers-restaurant

65 LeanPath is one tool institutions can use to monitor kitchen waste. It may be cost prohibitive for some, but a manual log or less costly tool could also be used to monitor kitchen waste. http://www.leanpath.com

66 From Food Bus: http://foodbus.org/toolkit/

APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY	DEFINITION	EXAMPLES
UNPROCESSED AND MINIMALLY PROCESSED FOODS AND BEVERAGES	**Unprocessed and minimally processed foods and beverages** include single-ingredient foods or beverages, which have undergone no or slight alterations after separation from nature, such as cleaning, removal of unwanted or inedible parts, fractioning, grinding, roasting, boiling, freezing, drying, fermentation, or pasteurization. These do not include any added oils, fats, sugar, salt or other substances, but may include vitamins and minerals typically to replace those lost during processing. Simple combinations of two or more unprocessed or minimally processed foods, such as granola made from cereals, mixtures of frozen vegetables, and unsalted, unsweetened, dried fruit and nut mixtures, remain in this group. As a general rule, additives are rarely present in food items in this group.[68, 69, 70, 71, 72]	Examples include, but are not limited to fresh, chilled, frozen, vacuum- packed fruits, vegetables, including those with antioxidants, roots, and tubers; cereal grains and flours made with these grains; cereal products, such as plain oatmeal; fresh or dry pasta or noodles (made from flour with the addition only of water); fresh, frozen and dried beans and other pulses (legumes); dried fruits and 100% unsweetened fruit juices; fresh or dried mushrooms; unsalted nuts and seeds; fresh, dried, chilled, frozen meats, poultry and fish; fresh and pasteurized milk, ultra-pasteurized milk with added stabilizers, fermented milk such as plain yogurt; spices such as pepper, cloves, and cinnamon; herbs such as fresh or dry thyme, mint, and cilantro; eggs; teas, coffee, herb infusions, tap water, bottled spring water.[73]
MODERATELY PROCESSED FOODS AND BEVERAGES	**Moderately processed foods and beverages** are simple products manufactured by industry typically with few ingredients including unprocessed or minimally processed foods and salt, sugar, oils, fats and other substances commonly used as culinary ingredients.[74, 75, 76, 77] Additives are sometimes added to foods in this group.[78]	Examples include, but are not limited to breads; cheese; sweetened fruits and fruits in syrup with added anti-oxidants; dried salted meats with added preservatives; canned foods preserved in salt or oil; cereal products with tocopherols (Vitamin E), such as instant oatmeal with sugar and cinnamon or whole wheat kernels combined with flaxseed, salt, and barley malt; tofu, tempeh, and certain kinds of bean and vegetable burgers; and multi-ingredient foods and beverages manufactured and packaged by industry that contain no ingredients only used in ultra-processed products.

67 Courtesy of San Diego County Department of Public Health
68 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition.* January-March 2016, 7, 1-3, 28-38.
69 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
70 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
71 Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition.* doi:10.3945/ajcn. 114.100925
72 Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.
73 Monteiro, C.A., Levy, R.B., Claro, R.M., Castro, I.R.R.D., & Cannon, G. (2010). A new classification of foods based on the extent and purpose of their processing. *Cadernos de saude publica*, 26(11), 2039-2049.
74 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition.* January-March 2016, 7, 1-3, 28-38.
75 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
76 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
77 Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition.* doi:10.3945/ajcn. 114.100925
78 Classes of additives sometimes added to foods and beverages in this category include nutrient supplements, curing and pickling agents, leaving agents (in simple breads), enzymes (in cheese), stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation or stabilizers.

APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY	DEFINITION	EXAMPLES
ULTRA-PROCESSED FOOD AND BEVERAGE PRODUCTS	**Ultra-processed food and beverage products** are industrial formulations typically with many ingredients including salt, sugar, oils and fats, but also substances not commonly used in domestic cooking and additives whose purpose is to imitate sensorial qualities of unprocessed or minimally processed foods and culinary preparations of these foods. Minimally processed foods are a small proportion of or are even absent from ultra-processed products.[79, 80, 81, 82]	Examples include, but are not limited to industrially manufactured sports drinks; regular and diet sodas; flavored milks; energy drinks; meal replacement or dietary supplement drinks or foods; cereal products with tocopherols (Vitamin E) and an assortment of additives, such as FD&C Blue No. 1 and 2, caramel color; gelatin; high fructose corn syrup; dextrose or hydrogenated vegetable oil; sweet and/or savory snacks; ice cream; cakes and cake mixes; pastries; candies; chocolate bars; energy bars; granola bars; snack chips and mixes; packaged desserts; grain-based desserts and breads; margarine; condiments; instant sauces and soups; hot dogs; sausages; luncheon meats; chicken patties and nuggets; breaded fish and sticks; frozen and packaged meals; prepacked pizza; fast food; and other foods with ingredients not usually sold to consumers for use in freshly prepared foods.
CULINARY INGREDIENTS	**Culinary ingredients** are substances obtained from unprocessed or minimally processed foods, or nature, and commonly used to season and cook unprocessed or minimally processed foods in the creation of freshly prepared dishes. Items in this group are rarely consumed alone. Combinations of two or more culinary ingredients, such as oil and vinegar, remain in this group. As a general rule, additives are rarely present in these foods and beverages.[83, 84, 85, 86]	Examples include, but are not limited to butter, lard, and vegetable oils; milk, cream; sugar and molasses obtained from cane or beet; honey extracted from combs and syrup from maple trees; salt and iodized salt; starches; vegetable oils with added antioxidants; and vinegar with added preservatives.
FRESHLY PREPARED FOODS AND BEVERAGES	**Freshly prepared foods and beverages** are handmade preparations composed of unprocessed or minimally processed foods and culinary ingredients.[87]	Examples include, but are not limited to any scratch prepared foods and beverages made with unprocessed or minimally processed foods and culinary ingredients made at home, a cafeteria, or food service operation such as hummus; salsa; salads; mixed vegetables; stir fry; mashed potatoes; soups; casseroles; cooked meats, poultry, or fish; pies, cakes, and cookies; and coffee, tea and lemonade.

79 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition.* January-March 2016, 7, 1-3, 28-38.
80 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
81 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
82 Ultra-processed products may include an assortment of additives or ingredients not typically found in unprocessed/minimally processed and moderately processed foods or culinary ingredients. Examples of substances only found in ultra-processed products include some directly extracted from foods, such as casein, lactose, whey, and gluten, and some derived from further processing of food constituents, such as hydrogenated or interesterified oils, hydrolyzed proteins, soy protein isolate, maltodextrin, invert sugar and high fructose corn syrup.
83 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] World Nutrition. January-March 2016, 7, 1-3, 28-38.
84 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
85 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
86 Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, curing and pickling agents, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.
87 Nutrient Profile Model. (2016). Pan American Health Organization.



EXHIBIT D

Echo Park Boathouse Café – City-owned

Equipment as of November 2022

1. HVAC Air conditioner and platform
2. Heat pump and platform
3. Vent Fan (roof)
4. Grill, diffuser
5. Air unit for commercial hood
6. Commercial hood (Captive Aire)
7. Char broiler (Star Max) with stainless steel (SS) stand
8. 4 burner range with griddle and oven (US Range)
9. SS stand, at cookline
10. Deep fryer, 2-compartment, (Dean)
11. Food prep table with self-contained refrigerator
12. Wall shelves, SS, 2 long & 2 short over 3-compartment sink; 1 over food prep sink
13. 3 compartment ware washing sink with drain boards
14. Hand washing sink
15. Food preparation sink w/ floor sink below
16. Wood shelves under front counter
17. Cup washer, built-in, front counter
18. Air curtain
19. Water Heater
20. Mop Sink, SS
21. 2-tier lockers, Qty 3
22. Wall shelves, Qty 2, SS, in water heater room
23. Mop hangers
24. Data ports under counter 2
25. Freezer, SS, 2-door upright, (True)

EXHIBIT E

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
Recreation and Parks

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

PART I – PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)	2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
	2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER

4. SEX	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER
☐M ☐F			

PART II – ACCIDENT/INJURY

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN?
			☐ YES ☐ 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.			☐ YES ☐ NO
b.			☐ YES ☐ NO
c.			☐ YES ☐ NO
d.			☐ YES ☐ 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

EXHIBIT F

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

REMITTANCE ADVICE FORM
ECHO PARK BOAT HOUSE CAFÉ

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

CONCESSIONAIRE SHALL PAY EACH MONTH THE GREATER OF

GROSS RECEIPTS PERCENTAGE	GROSS SALES	- SALES TAX	= NET SALES	X PERCENTAGE	
FOOD & NON-ALCOHOLIC BEVERAGES	$ -	$ -	$ -	5%	$ -
ALCOHOL (Must have ABC License.)			$ -	8%	$ -
TOTAL:					$ -

OR

$3,000	$ -

ADDITIONAL FEES

UTILITIES:	Utility services of Water, Electricity, and Natural Gas under the terms of the one-year Revocable Right of Entry Permit.	$ 450.00
LATE RENT FEE: $150	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at $1.48 per $1,000 or fraction thereof of charges paid to RAP.	$ -
ADDITIONAL FEES SUBTOTAL:		$ -

ADJUSTMENTS*: Explain:

_____

_____

_____ $ -

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

TOTAL AMOUNT PAID TO RAP: $ -

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

Signature: _____ Date: _____

Form Gen. 146 (Rev. 6/12)

Clear Form

Required Insurance and Minimum Limits

EXHIBIT G

Name: _____ Date: 08/01/2025

Agreement/Reference: ROE - Operation and Maintenance of Echo Park Lake Cafe Concession

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 _____

☉ Broad Form Liquor Liability (if serving alcohol)

✔ **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: Rahulan Kathir

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.

COPY 1- Dept. Area Office or Division Head
COPY 2-Risk Management m/s 625-24

City of Los Angeles
Dept. of Recreation and Parks

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

EXHIBIT H

SEE INSTRUCTIONS ON PAGE 2

1. NAME OF FACILITY	DATE OF OCCURRENCE	TIME:	A.M.	P.M.
	08/01/2025		☐	☐

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? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

11. HOW WAS ENTRANCE GAINED?

12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

13. WAS POLICE REPORT MADE? ☐ YES ☐ NO D.R. NUMBER

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? ☐ YES ☐ NO WORK ORDER

15. PERSONS INVOLVED: ☐ WITNESS ☐ VICTIM ☐ SUSPECT

NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S

16. IF VEHICLE INVOLVED: YEAR MAKE	LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.

17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.

18. REPORT SUBMITTED BY: NAME	TITLE	DATE

ATTACHMENT 2

APPROVED
04-20-2016
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT NO. 16-093

DATE April 20, 2016 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – RESCIND THE 2015 REQUEST FOR PROPOSALS (CON-F15-003), RETAIN THE PROPOSAL DEPOSIT, REISSUE THE REQUEST FOR PROPOSALS

A.P. Diaz	_____	*V. Israel	VI
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

M. Alarcon
General Manager

Approved ✓ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

1. Rescind the Request for Proposals (RFP) for the Echo Park Boathouse Café Concession (CON-F15-003);

2. Retain the $5,000.00 Proposal Deposit submitted by the sole responsive bidder, MDDJ Four Square LLC (Four Square), as forfeiture due to Four Square's refusal to negotiate and execute a Concession Agreement with the annual minimum revenue-sharing terms presented in the Pro Forma Statement of Four Square's accepted proposal for the Echo Park Boathouse Café Concession (CON-F15-003);

3. Reissue the Echo Park Boathouse Café Concession Request for Proposals (RFP), with term length modification to a five (5) year Concession Agreement (Agreement) with one (1) five year renewal option at the sole discretion of the Department of Recreation and Parks (RAP), substantially in the form on file in the Board Office, subject to review and approval of the City Attorney as to form;

4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the RFP to the City Attorney for review and approval as to form;

5. Direct staff, subsequent to City Attorney review and approval as to form, to advertise the RFP and conduct the RFP process; and

6. Authorize the General Manager, or designee, to make any necessary technical changes and incorporate such changes in the RFP.

SUMMARY:

The Echo Park Boathouse Café Concession (Concession) is situated within the fifteen hundred (1,500) square foot Echo Park Boathouse (Boathouse), located at 751 N. Echo Park Avenue in Echo Park, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake). The Boathouse was originally constructed in 1932.

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent rehabilitation effort, the Echo Park Boathouse Rehabilitation Project (Project), entailed preserving the existing piles, rehabilitating the dock and providing individuals with disabilities access to the dock. Phase I was completed in 2007. Phase II of the Project included the aesthetic and structural retrofit of the existing building and mechanical systems and incorporation of areas for two (2) long-term concessions in the Boathouse - a café operation and a pedal boat rental operation. Phase II was completed in 2012.

On July 20, 2013, the Concession opened for operation on an interim basis, under a ninety (90) day interim permit with Square One Dining (Square One). On October 2, 2013, the Board approved and awarded Square One a one (1) year Concession Agreement (Agreement) with two (2), one (1) year options to extend the Agreement at the discretion of the RAP General Manager (through Report No. 13-244) (Attachment A). In 2015, Square One generated annual gross receipts of Five Hundred Eighty Thousand, Eight Hundred Thirty Nine Dollars ($580,839.00), which produced revenue-share at five percent (5%) totaling Twenty-Nine Thousand, Forty-Two Dollars ($29,042.00) that was paid to RAP.

On May 20, 2015, the Board approved and authorized the release of a RFP for a three (3) year Operation and Maintenance of the Echo Park Boathouse Café Concession (through Report No. 15-108) (Attachment B). The RFP was released on July 8, 2015 and advertised via Los Angeles Daily Journal, RAP's website, on Los Angeles Business Assistance Virtual Network, and by a mailed letter to parties on a concession interest list maintained by RAP.

On September 8, 2015, RAP received one (1) proposal - from (Four Square), whose three (3) officers form the management team of Square One, the current operators of the Concession under Concession Agreement No. 273. The proposal from Four Square was responsive and determined acceptable in the following areas: background and experience operating similar food services operations; financial capacity for commitments to the Concession; compliance with City contracting; and, annual minimum revenue-share RFP proposal requirements.

RAP was prepared to award a new Agreement to Four Square. On January 22, 2016, RAP staff met with Four Square to negotiate a new Concession Agreement, at which time Four Square stated that they could not commit to the annual minimum revenue-share figures as they had originally presented as part of the Pro Forma submitted with their proposal. Instead, Four Square proposed a reduced annual minimum revenue-sharing terms. RAP cannot reduce the proposed annual minimum revenue-sharing terms, and if Four Square is unable to execute the Agreement with the revenue-sharing terms presented in their original proposal, the $5,000.00 proposal deposit must be retained by RAP as instructed in the RFP.

RAP staff is ready to re-issue, at the direction of the Board, an RFP for the operation and maintenance of the Concession. With this RFP, RAP seeks a qualified, experienced, and financially sound operator who will meet or exceed the RAP's expectations in all operational and financial areas, and optimize service to the public and profitability of the Concession.

Proposal and Contractual Provisions

1. Proposal Deposit: Five Thousand Dollar ($5,000.00) proposal deposit will be required with the submission of each proposal.

2. Term: Five (5) years with one (1) five (5) year renewal option exercisable at the sole discretion of RAP, along with approval of the Board of Recreation and Park Commissioners.

3. Revenue-Sharing Terms: The minimum acceptable percentage for this RFP is nine percent (9%) of gross receipts for all food and beverage sold during the term of the Agreement; or, an annual minimum revenue-sharing fee of Forty Thousand Dollars ($40,000.00) for year one (1) of the Agreement with a three percent (3%) escalation each year thereafter - whichever is greater. If the annual minimum revenue-sharing fee is not met by December 31st of each calendar year, the difference between the actual revenue-sharing payment received by RAP and the annual minimum revenue-sharing fee will be due to RAP by January 15th of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

4. Concession Improvements: No concession improvement proposals are required in the RFP. Physical improvements, repairs or physical alterations to the Boathouse are restricted due to the historical significance of the facility. RAP reserves the right to request a capital improvement plan upon exercising the five (5) year renewal option.

   The Boathouse is a historically significant contributing element to the Park, which is designated as HCM No. LA-836 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM No. LA-836 is listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. The Boathouse is considered historically significant for California Environmental Quality Act (CEQA) purposes.

   During the term of the Agreement, no improvements, repairs or physical alterations to the Boathouse may be initiated by selected proposer without prior written approval from the General Manager. In addition to written approval from the General Manager, the selected operator must also obtain the prior written approval of the Cultural Heritage Commission for any proposed substantial alterations to the affected area, in accordance with Section 22.171.14 of the Los Angeles Administrative Code.

   Any infractions, large or small, to the prohibition on improving, repairing, or physically altering the Boathouse will be treated as a material breach of the Agreement and will be subject to all of the applicable laws, fines and penalties imposed by the City's Department

of Building and Safety, as well as the Office of Historic Resources. Additional remedies may include the termination of the Agreement, including loss of all financial investment at the time of the breach.

5. Reserve Fund: The Concessionaire, in addition to submitting a monthly revenue sharing payment, shall also submit to RAP a monthly reserve fund (Fund) payment in the amount of Two Hundred Dollars ($200.00) per month for the purpose of repair, refurbishment, or replacement of equipment and capital improvements. This Fund shall not be used for routine repair and maintenance or replacement of equipment. The Fund shall be cumulative and carry-over from year-to-year during the term of the Agreement. In the event of the Agreement termination for any reason, or at the conclusion of the Agreement term, any amount in this Fund account will remain with RAP. Annually in January, the Concessionaire may submit a request for use of the Fund for expenditures in the coming year, for review and the written approval of the General Manager. In the event of emergency, the Concessionaire shall request in writing the use of the Fund for other purposes, or the General Manager may request use of the Fund on a specific repair, refurbishment, or replacement.

6. Utilities: The 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 water, gas, electricity, heat, air-conditioning, trash pick-up, and other utility services to the premises, and shall be paid by the Concessionaire regardless of whether such utility services are furnished by the City or by other utility service providers. The Concessionaire will pay directly for telephone services, which will be in the name of the Concessionaire. In the event that individual utility meters are not available, the Concessionaire shall remit, on a monthly basis in conjunction with revenue-sharing and monthly reserve fund payments to the Department, the amount of Four Hundred Fifty Dollars ($450.00) as payment for utilities. The payment for utilities will be subject to increase after the first year of operation to cover increasing utility costs.

7. Contractual and Financial Terms: The City will enter into an Agreement whereby the City has no financial responsibility or liability for operation of the Concession and the City will share in profits in the form of a percentage of gross revenue-based and/or annual minimum revenue-based sharing payment in addition to monthly reserve fund payment and utility payments as applicable.

8. Performance Deposit: A Performance Deposit (Deposit) will be required to be maintained for the duration of the Agreement in the amount of Ten Thousand Dollars ($10,000.00). The Deposit will be in the form of a cashier's check made out to the City of Los Angeles.

Evaluation Process

Proposals will be evaluated in two (2) Levels. Level I will be a check and review by Concessions Unit staff for required compliance to City contracting requirements and submittal documents. Level II will be a comprehensive evaluation of the proposals that may consist of a review panel comprised of qualified persons. Proposers must successfully pass Level I to proceed to Level II.

RFP Evaluation Criteria Areas

For the purposes of evaluation, the proposals that passed Level I will be evaluated on the criteria below (Level II):

1) Business Plan (30 points possible)
2) Proposed Operational Plan for the Echo Park Boathouse Café Concession (30 points possible)
3) Proposed Revenue-Sharing Payment (40 points possible)

The RFP documents will be advertised in the Los Angeles Daily Journal; made available on RAP's website; and posted on the Los Angeles Business Assistance Virtual Network (BAVN). A letter inviting bids will be mailed to organizations and individuals from a mailing list maintained by the Concessions Unit.

A mandatory Pre-Proposal Conference will be held approximately one (1) month after the release of the RFP in order to provide potential proposers with a review of the submittal documents, compliance documents and requirements for the Business Inclusion Program (BIP) as mandated by the Mayor's Executive Directive No. 14, Villaraigosa Series, and the Board's policy for the adoption and implementation of BIP (Board Report No. 12-050, approved February 15, 2012). Additionally, a mandatory site walk will be conducted after the conference in order for the potential proposers to view the facility to get a better understanding of the operation and maintenance of the Concession.

FISCAL IMPACT STATEMENT:

Re-releasing the Request for Proposals will have no impact to RAP's General Fund.

Report prepared by Stanley Woo, Management Analyst II, Concessions Unit, Partnerships Division.

ATTACHMENT 3

APPROVED
10-19-2016
BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT NO. 16-224

DATE: October 19, 2016 C.D. 13

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ECHO PARK BOATHOUSE CAFÉ CONCESSION – AWARD OF CONTRACT TO MTI INVESTMENTS, INC. (CON-F16-002); EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) (ISSUANCE OF LICENSE TO USE AN EXISTING STRUCTURE)

A.P. Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Award the Echo Park Boathouse Café Concession to MTI Investments, Inc. (MTI), for a term of five years with one five-year renewal option exercisable at the General Manager's sole discretion;

2. Approve a proposed Agreement between the City of Los Angeles and MTI for the operation and maintenance of the Echo Park Boathouse Café Concession (Agreement), subject to the approval of the Mayor, the City Council, and the City Attorney as to form;

3. Direct the Board Secretary to transmit the Agreement to the Mayor per Executive Directive No. 3, and, to the City Attorney for approval as to form;

4. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;

5. Find, 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 operation and maintenance of the Echo Park Boathouse Café Concession;

6. Authorize the General Manager or Designee to execute the proposed Agreement and to make any necessary technical changes consistent with the Board's intent in approving the proposed Agreement; and,

7. Find that the proposed Project is categorically exempt from the California Environmental Quality ACT (CEQA), and direct RAP staff to file a Notice of Exemption.

SUMMARY

The Echo Park Boathouse Café Concession (Concession) is situated within the 1,500 square foot Echo Park Boathouse (Boathouse), located in the Echo Park community at 751 N. Echo Park Avenue, Los Angeles, CA 90026, on the east side of Echo Park Lake (Lake).

The Boathouse has undergone several aesthetic and building system retrofits throughout the years. Phase I of the most recent effort to improve the infrastructure was completed in 2007. Phase II, which was completed in 2012, included the retrofit of the existing building and incorporation of areas for two concessions: a Café and a pedal boat rental operation.

On October 2, 2013, the Board approved and awarded Square One Dining the right to operate the Café under Concession Agreement No. 273 for one year, with two one-year extension options through Report No. 13-244 (Attachment 2). Both options were exercised and Square One continues to operate the Café. In 2015, the Concession generated annual gross receipts of Five Hundred Eighty Thousand, Eight Hundred Thirty-Nine Dollars ($580,839.00), which produced revenue-share to RAP of five percent (5%) totaling Twenty-Nine Thousand, Forty-Two Dollars ($29,042.00).

BACKGROUND

On May 20, 2015, the Board approved and authorized the release of an RFP for a three-year Agreement for the operation and maintenance of the Concession through Report No. 15-108 (Attachment 3). The RFP was released on July 8, 2015 and advertised via Los Angeles Daily Journal, on RAP's website, on the Los Angeles Business Assistance Virtual Network (LABAVN), and by correspondence to interested parties on a list maintained by RAP.

On September 8, 2015, RAP received one proposal - from MDDJ Four Square LLC (Four Square), whose three officers form the management team of Square One, the current Café operator. Four Square's proposal was responsive and determined to be acceptable.

On January 22, 2016, RAP staff met with Four Square to negotiate the new Concession Agreement. Four Square stated that they could not commit to the annual minimum revenue-share amount that they originally included in their proposal. Instead, Four Square proposed a reduced annual minimum revenue-sharing amount during the negotiation of the Concession Agreement. RAP consulted with the City Attorney, who opined that the annual minimum revenue-sharing amount as stipulated in their proposal could not be reduced, and if Four Square is unable to execute the Agreement as proposed, the $5,000.00 proposal deposit must be forfeited and retained by RAP.

On April 20, 2016, the Board approved the reissue of the RFP for the operation and maintenance of the Concession with a term of five years, with one five-year renewal option through Report No. 16-093 (Attachment 4). The pre-proposal conference was held on June 2, 2016.

The new proposed Agreement does not provide exclusivity for mobile vending; however, the Agreement would allow the concessionaire to operate a mobile food service to complement the Café.

On June 21, 2016, RAP received two proposals: One from Four Square and another from MTI, Investments Inc. (MTI). Both responses passed the Level I review and were evaluated for Level II review. MTI received higher scores, averaging eighty (80) points in the business and operational plan categories. Four Square scored an average of sixty (60) points.

Four Square has operated the Concession for the past three years and has established itself as a strong business in the Echo Park/Silver Lake Community. They have successfully operated the Café with a menu that consists of fresh foods prepared daily, including sandwiches and breakfast foods.

BUSINESS PLAN

MTI proposed a creative and innovative concept, Curate Café. The proposed menu (Attachment 5) includes food items made fresh daily with locally sourced ingredients, and features organic beef in burgers, along with specialty smoothie bowls, vegetable dishes, salads and an enticing breakfast menu. In addition, MTI proposed a seasonal mobile food cart operation plan that includes a variety of cuisine including barbeque items, gourmet soups, and turkey legs. MTI demonstrated enthusiasm in partnering with local businesses and working alongside the current local mobile vendors. In order to protect this proposed addition to the offerings at this Concession, RAP will ensure that when a permitting program for the current mobile food vendors is implemented by the City, mobile food vending items will not be in direct competition with the then-existing concessionaire's.

MTI places great focus on excellent customer service through a specialized training program for employees which provides them with a step-by-step system on how to provide each customer with a personalized experience. This system has been proven by the success of the six restaurants that MTI owners manage.

SCORING:

The following are the results of the evaluation scoring by the three panelists:

Panelist #1

Proposer Item	**Maximum Possible Points**	**MDDJ Four Square, LLC** Points Received	**MTI Investments, Inc.** Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**25**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**20**
Total Score	**100**	**60**	**80**

Panelist #2

Proposer Item	Maximum Possible Points	MDDJ Four Square, LLC Points Received	MTI Investments, Inc. Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**20**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**20**
Total Score	**100**	**55**	**80**

Panelist #3

Proposer Item	Maximum Possible Points	MDDJ Four Square, LLC Points Received	MTI Investments, Inc. Points Received
Business Plan: Sample Business Plan and Community Plan			
Proposal Item Sub-Total	**30**	**25**	**30**
Operational Plan and Optional Mobile Food Plan			
Proposal Item Subtotal	**30**	**15**	**30**
Proposed Revenue-Sharing Payment and Optional Improvement Plan			
Proposal Item Subtotal	**40**	**20**	**25**
Total Score	**100**	**60**	**80**

TRANSITION PLAN

In an effort to minimize any impacts to regular operations of the Concession, RAP staff will work with the incumbent concessionaire and MTI to ensure a smooth transition.

ENVIRONMENTAL IMPACT STATEMENT

This action is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) (issuance of any license to use an existing structure involving no expansion of use) of the City CEQA Guidelines.

ATTACHMENT 4



Open 8 to 8
Daily

Breakfast

Turkey Omelet 12
Ham Omelet 12

Bacon & Eggs 10

Bagels & Lox. 14
Bagel Plate. 10

French Toast
- Caramelized Peaches. 12
- Caramelized Banana. 12
- Upside down Pineapple 12
- Plain. 10

Avo Egg Toast 11
Egg Toast. 8

Fried Egg Sandwich. 12
- Fried egg, Cheese, Bacon, Sautéed onions, tomatoes, spinach

Chicken & Waffle. 14

Lunch

Pickle chips
Side

Avocado Melt. 12
- Swiss cheese, avo, sauteed onions, grilled tom arugula

BTL 12

Grilled Cheese. 12

Turkey Avo Swiss on Croissant. 13

Tuna Melt 13

Grilled Chicken Sandwich. 14

Wraps
- Southwest 12
- Fried Chicken 13

Salads

Chop Salad. 12

Caesar Salad 12

Cobb. 12

Kid Menu

French Toast. 8
Chicken Strips 8

Hot Drinks

Café Latte	4.50
Vanilla Latte	4.75
Carmel Latte	4.75
Chai Latte	4.75
Espresso (double shot)	3.50
Matcha Latte	5.25
Latte Mexicano	4.75
Horchata Latte	4.75
Lavender Honey Latte	4.75
Cappuccino	4.50
Americano	3.75
Mocha	4.50
Coffee	3.50
Hot Tea	3.25
Hot Chocolate	4.25
Soy, Almond, Oat Latte add…	0.50
Dirty	1.00

Cold Drinks

Iced Coffee	3.25
Iced Latte	4.50
Orange Juice	4.00
Boat House Cold Brew	4.50
PomLime Brew	4.75
Arnold Palmer	3.75
Citrus Brew	4.75
Thai Tea	4.75
Milk Tea	4.25
Iced Tea	3.75
black	
green	
white	
Lemonade	4.25
Peach	4.50
Raspberry Lemonade.	4.50
Smoothies (ask)	5

DEPARTMENT OF RECREATION AND PARKS

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS
PRESIDENT

LYNN ALVAREZ
VICE PRESIDENT

TAFARAI BAYNE
NICOLE CHASE
JOSEPH HALPER

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640

City of Los Angeles
California

KAREN BASS
MAYOR

JIMMY KIM
GENERAL MANAGER

MATTHEW RUDNICK
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

BELINDA JACKSON
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

December 22, 2022

Sent via email

Julio C. Douglas
1166 Glendale Blvd.
Los Angeles, CA 90026

Attention: Concession Manager

Gentlepersons:

Enclosed is the Concessions Agreement 3963, executed on December 22, 2022 between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization for the operation and maintenance of the Echo Park Boathouse Café Concession.

If you have any questions with regard to the Agreement at this time, please contact the undersigned at (213) 202-2640.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

Takisha Sardin

TAKISHA SARDIN
Commission Executive Assistant II

Attachment: Executed Concession Agreement 3963

cc: City Controller
City Attorney
Departmental Chief Accountant
Sonia Robinson, Management Analyst, Special Operations Branch, Concessions Unit

CONCESSION AGREEMENT
FOR THE
OPERATION AND MANAGEMENT OF
ECHO PARK BOATHOUSE CAFÉ

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

JULIO C. DOUGLAS, Sole Proprietor

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CONCESSION AGREEMENT FOR
OPERATION AND MANAGEMENT OF ECHO PARK BOATHOUSE CAFÉ

THIS Agreement (hereinafter "AGREEMENT" or "CONTRACT") is made and entered into this 22nd day of December, 2022, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY") acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), and JULIO C. DOUGLAS, a Sole Proprietor (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, RAP seeks to serve the public by providing food and beverage services at the Echo Park Lake Boathouse Café (hereinafter "CONCESSION"); and

WHEREAS, RAP 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, RAP 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 conduct outreach to local similar businesses to operate the Echo Park Lake Boathouse Café due the CONCESSION being suddenly vacated by the previous operator; and

WHEREAS, CONCESSIONAIRE was the only respondent to such outreach; and

WHEREAS, having reviewed CONCESSIONAIRE's ability to operate the CONCESSION, RAP issued a one (1) year permit to CONCESSIONAIRE to operate the CONCESSION on a temporary basis to allow time for RAP to test the market for the CONCESSION during the COVID-19 pandemic and after the temporary closure of the park for renovations; and

WHEREAS, RAP AND CONCESSIONAIRE desire to enter into this Agreement for the operation and management of the CONCESSION, to provide food, beverage and related services to the public.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of twenty-seven (27) pages and eight (8) exhibits (A-H) 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:	Echo Park Boathouse Café Food and Beverage Concession
CONCESSIONAIRE:	Julio C. Douglas, Sole Proprietor
FACILITY:	Echo Park Lake Boathouse Café located at 751 N. Echo Park Ave., Los Angeles, CA 90026
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
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9/22) [V.1] 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, including beer and wine, and offer related services as approved by the GENERAL MANAGER. 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 PREMISES, this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks to the area, nor does it prohibit RAP from hiring outside caterers for RAP-hosted events.

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

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

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: 751 N. Echo Park Ave., Los Angeles, CA 90026. The PREMISES shall include the FACILITY and all, if any, portions of the CONCESSION that the GENERAL MANAGER, by express written consent, approves for offering food and beverage services. Location of PREMISES is 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 PREMISES to CONCESSIONAIRE 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 two (2) years, commencing on September 14, 2022 ("Commencement Date"). This AGREEMENT may be terminated at any time by CONCESSIONAIRE or GENERAL MANAGER, by giving at least thirty (30) days written notice to the other party stating the date upon which this AGREEMENT shall terminate.

RAP may terminate this AGREEMENT upon execution of a new Concession Agreement for the PREMISES, including execution of a contract resulting from a Request for Proposal. Upon receipt of a written notice of termination, CONCESSIONAIRE agrees to discontinue occupancy and/or any activity being performed on or within the PREMISES. The right of the GENERAL MANAGER to terminate this AGREEMENT is and shall remain unconditional. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT.

RAP shall have the right to reenter the PREMISES on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise, and

may permit any other person, firm or corporation to enter upon the PREMISES and use the same.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. **Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. 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 main dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti at 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 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 operations at the PREMISES, 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 of any of the above nondiscrimination covenants, with proper notification as per Section PSC-9 of the Standard Provisions, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said PREMISES 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 RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

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

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

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

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

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

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

4. **Approval of Employees, Volunteers and Subcontractors**
RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. 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.

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 sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

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. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages.

3. The sale of beer and wine is permitted at the CONCESSION. CONCESSIONAIRE shall post signs prohibiting the sale of alcoholic beverages to minors and shall take all additional necessary action(s) to ensure that beer and wine are not dispensed to minors. Sale of alcoholic beverages requires a license from and compliance with the rules and regulations of the Alcoholic Beverage Control Board (ABC).

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, 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. Menus must also include vegan protein entrée options for those patrons following a plant-based diet. 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 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 C). All food and beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

7. 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.

8. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly

agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic.

9. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

G. **Diversion of Business**

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

H. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

As a courtesy, CITY shall at no cost to CONCESSIONAIRE, provide certain equipment (which shall remain the property of CITY) as specified in the City-Owned Equipment List (Exhibit D). The CITY reserves the right to remove or salvage any and all items of City-Owned Equipment. CITY shall not be responsible for the replacement or repair of said items. No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP.

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 three (3) 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, 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. RAP will be responsible for utility lines and repairs, including telephone; heat exchangers, fans, controls and electric panels; all plumbing and refrigeration, and the exterior of the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

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, shall restore said PREMISES and improvements thereto to 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. Concessionaire shall pay $450.00 a month to RAP for the utility services of water, electricity, and natural gas. 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, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for 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.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner

possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the CONCESSION PREMISES.

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

M. **Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, 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, 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 E) (see SECTION 19, “NOTICES,” for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

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**

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

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.

T. **Quiet Enjoyment**

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

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."

SECTION 6. HOURS / DAYS OF OPERATION

The CONCESSION must be open 8:00 AM to 8:00 PM daily, but may close for Thanksgiving Day and Christmas day.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER. Additional hours of business shall be at CONCESSIONAIRE'S discretion, keeping in line with the hours of Echo Park. Final determination of hours of operation are at the discretion of the General Manager.

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 7. MONTHLY RENTAL PAYMENT

A. Revenue Sharing Fees

As part of the consideration for the granting of the CONCESSION though this AGREEMENT, CONCESSIONAIRE shall pay to RAP monthly revenue sharing fees as follows:

The greater of:

- For the period from the Commencement Date until March 1, 2023, a monthly minimum amount of $2,000.00. Beginning March 1, 2023 or upon CONCESSIONAIRE obtaining a ABC license for the sale of

alcohol, whichever is earlier, the monthly minimum amount shall be $3000.00

or

A percentage of gross receipts as follows: Five percent (5%) on all sales of food and non-alcoholic beverages, plus eight percent (8%) on all sales of alcohol. Refer to Section C. below for the definition of "Gross Receipts."

B. **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 F) shall be addressed to:

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

C. **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;

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;

14. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

D. **Monthly Revenue Reports**

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit F) for the month for which a payment is submitted.

E. **Late Payment Fee**

Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, 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.

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, 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.

F. **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 8. 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 7 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 9. INSURANCE

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

SECTION 10. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all 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 CONCESSIO 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.

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, 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 H) 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 foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, 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 refurnishing/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.

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, 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. Concessionaire must

abide by any Integrated Pest Management (IPM) Guidelines prescribed by, and at the discretion of, the RAP General Manager.

SECTION 11. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.

2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighters 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 12. RATIFICATION

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

SECTION 13. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Five Thousand Dollars ($5,000) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit
CONCESSIONAIRE'S Deposit shall be in the following form:

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

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

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

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

SECTION 14. TAXES, PERMITS, AND LICENSES

A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents ($1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars ($1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents ($1.48) per calendar quarter for each additional One Thousand Dollars ($1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars ($1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 15. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 15, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 16. BUSINESS RECORDS

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

A. **Employee Fidelity Bonds**

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

B. **Cash and Record Handling Requirements**

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

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

1. Regular books of accounting such as general ledgers.

2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

4. Cash 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 able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports if requested.

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 and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 17. REGULATIONS, INSPECTION, AND DIRECTIVES

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

B. **Conformance with Laws**
CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;

2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;

3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,

4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. **Permissions**

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

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

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

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits

E. **Control of Premises**

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

F. **First Source Hiring Ordinance**

Unless otherwise exempt 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.

SECTION 18. SURRENDER OF POSSESSION

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

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

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES

to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 19. NOTICES

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

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

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

Julio C. Douglas
Attn: Concession Manager
1166 Glendale Blvd.
Los Angeles, CA 90026
slcboathouse@gmail.com

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

SECTION 20. INCORPORATION OF DOCUMENTS

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

A. Standard Provisions for City Contracts (Rev. 9/22) [v.1]
B. Concession Premises Map
C. Good Food Purchasing Program (Rev. 9/17)
D. City-Owned Equipment List
E. Form General No. 87 "Non-Employee Accident or Illness Report"
F. Monthly Revenue Report
G. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
H. Special Occurrence and Loss Report

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 G, 4) Exhibit B, 5) Exhibit C, 6) Exhibit D 7) Exhibit E, 8) Exhibit F, 9) Exhibit H.

(*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: 12/22/22

JIMMY KIM
General Manager

CONCESSIONAIRE

BY: _____ DATE: 12/20/2022

Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____ DATE: 12/22/22

Deputy City Attorney

Business Tax Registration Certificate Number: 0003260486-0001-1

Internal Revenue Service Taxpayer Identification Number: 87-4544762

AGREEMENT Number: 3963

AGREEMENT EXHIBIT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

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 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** toperfect, 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 ContractualRequirements 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 Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose 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. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____

_____

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

____ **Pollution Liability** _____

☐ _____

____ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

_____

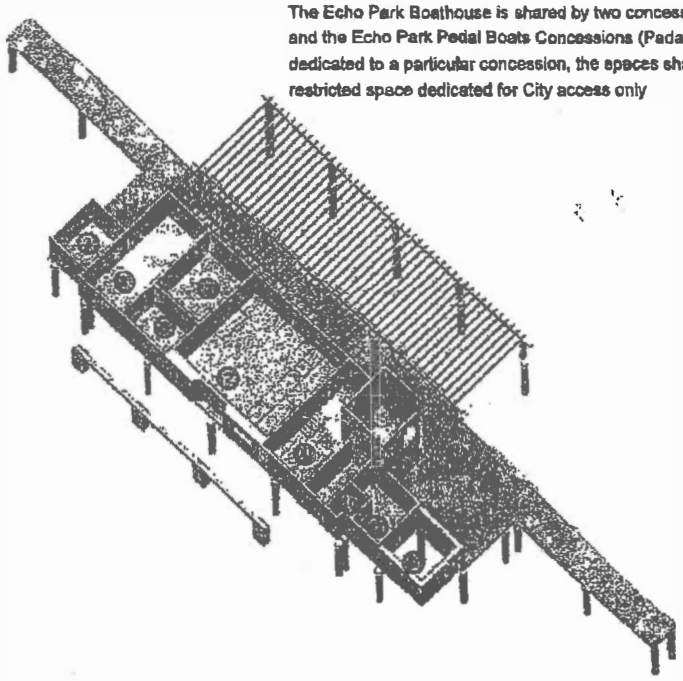
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Exhibit B

Echo Park Boathouse - Echo Park Boathouse Café Concession Premises

The Echo Park Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Pedal Boats Concessions (Pedal Boats). Exhibit A, Page 1 of 2, identifies the spaces dedicated to a particular concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only



1. BOATHOUSE DOCK (Pedal Boats)
2. CONCESSION ROOM (Shared Space)
3. SUPPLY/ STORAGE ROOM (Pedal Boats)
4. COMMERCIAL KITCHEN (Café)
5. TOWER (Restricted Area - City Access Only)
6. OFFICE (Café)
7. CASHIERS OFFICE (Café)
8. BOAT REPAIR ROOM (Pedal Boats)
9. EXTERIOR STORAGE/ TRASH (Café)
10. RESTROOM (Café)
11. LOCKER/ STORAGE ROOM (Café)

EXHIBIT B

Echo Park Boathouse (Boathouse) Floor Plan and Key Notes

The Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Boathouse Pedal Boats (Pedal Boats). The Bureau of Engineering provided this Boathouse Floor Plan and Key Notes. The Key Notes indicate locations of the renovated features and equipment installed by the City (Page 1 of 2). Page 2 of 2 is a list of the renovated features and equipment installed by the City. Refer to Exhibit A, Premises Map for spaces dedicated to Café operation. Refer to Exhibit B for the City-Owned Equipment.

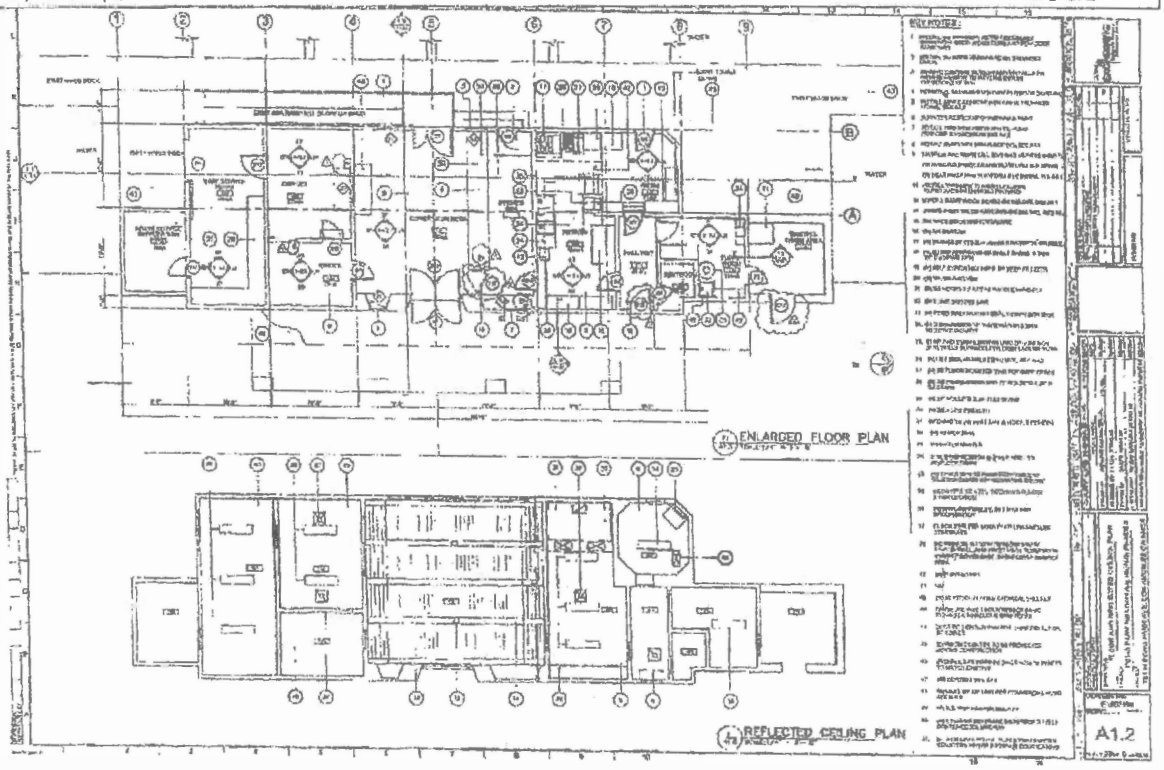


EXHIBIT C



GOOD FOOD PURCHASING PROGRAM

GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for Food Service Institutions

CENTER FOR GOOD FOOD PURCHASING

SEPTEMBER 2017



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“GOVERNMENTS HAVE FEW SOURCES OF LEVERAGE OVER INCREASINGLY GLOBALIZED FOOD SYSTEMS, BUT PUBLIC PROCUREMENT IS ONE OF THEM.

When sourcing food for schools, hospitals, and public administrations, governments have a rare opportunity to to support more nutritious diets and more sustainable food systems in one fell swoop."

OLIVIER DE SCHUTTER
Former U.N. Special Rapporteur on the Right to Food (2014)

ACKNOWLEDGEMENTS

The Good Food Purchasing Standards for Food Service Institutions were made possible by the generous contributions of many individuals. The Center for Good Food Purchasing is grateful for the expertise and guidance of the following contributors and reviewers who participated in the update process for the Good Food Purchasing Standards, Version 2.0.

CONTRIBUTORS

The Center for Good Food Purchasing would especially like to thank the following individuals for providing sustained guidance and direction during the development of the Good Food Purchasing Standards, Version 2.0:

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The Center for Good Food Purchasing was fortunate to receive invaluable input on our Good Food Purchasing Standards, Version 2.0 from the following individuals:

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Stefanie Wilson Animal Legal Defense Fund

The Center for Good Food Purchasing is a project of Community Partners.



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WHY PROCUREMENT?

Every year, institutions across the United States - from school districts to city governments - spend billions of dollars on food purchases.

By exercising their buying power and building Good Food purchasing practices into their work, food service institutions can influence supply chains and lead the movement for a values-based food system – a food system that is healthy, ecologically sound, economically viable, socially responsible, and humane.

While many institutions recognize that their food purchases can have a major impact on improving the food system and have the will to buy better food, often they have no idea where their food is coming from or how it was produced. And this is information that matters.

Creating a values-based food system begins with increasing transparency along the entire supply chain to better understand relationships between vendors, distributors and their suppliers.

The Good Food Purchasing Program provides institutions with the framework and tools to help facilitate values-based purchasing and build a more equitable and sustainable food system.



Public institutions, in particular, play a critical role in increasing access to Good Food.

Public institutions often provide food to communities with the least access to Good Food. Through their reach to some of the most vulnerable populations, public programs help ensure that all residents have access to healthy, high quality food. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. They provide a buffer against hunger and also serve as a primary source of nutrition for many residents, including children and seniors. By engaging in Good Food purchasing practices, public institutions that serve large numbers of low-income people can guarantee that Good Food is a right and not a privilege.

Public institutions spend taxpayer dollars to purchase food and as policymakers, they have the responsibility to ensure that public food contracts reflect a community's values. They have an opportunity to use the public contracting process to create greater accountability along their supply chains, by asking for companies with whom they work for strong commitments to transparency and the institution's values.

Public institutions are community leaders – when they take a stand for their values, others follow.



GOOD FOOD PURCHASING PROGRAM® OVERVIEW

The Center for Good Food Purchasing's Good Food Purchasing Program provides a metric-based, flexible framework that encourages large institutions to direct their buying power toward five core values:

1. local economies,
2. environmental sustainability,
3. valued workforce,
4. animal welfare, and
5. nutrition

Through the Program, the Center works with institutions to establish supply chain transparency from farm to fork, evaluate how current purchasing practices align with the Good Food Purchasing Standards, set goals, measure progress, and celebrate successes in using institutional purchasing power to improve the food system.

PARTICIPATION COMMITMENTS

Good Food Purchasing Program participants commit to the following core components:

1. Meet at least the baseline standard in each of the five value categories, as outlined in the Good Food Purchasing Standards;
2. Incorporate the Good Food Purchasing Standards and reporting requirements into new RFPs and contracts;
3. Establish supply chain transparency to the farm of origin that enables the commitment to be verified and tracked over time;
4. Commit to annual verification of food purchases by the Center to monitor compliance, measure progress, and celebrate success.

The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.

GOOD FOOD VALUES

Improving equity, affordability, accessibility, and consumption of high quality, culturally relevant Good Food in all communities is central to advancing Good Food purchasing practices.

LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

VALUED WORKFORCE

Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.





GOOD FOOD PURCHASING PROGRAM® PARTICIPATION: PHASES & KEY STEPS

The Center for Good Food Purchasing provides planning, implementation and evaluation support for institutions involved with the Good Food Purchasing Program. The Center works with institutions at every step of a two-phase, multi-step process, which includes:

1. measuring an institution's baseline;
2. identifying goals and developing an action plan;
3. improving impact and tracking progress;
4. institutionalizing Good Food Purchasing goals; and
5. celebrating success.

The following overview outlines the primary activities over two phases of an institution's Good Food Purchasing Program participation.

“WE DIDN’T HAVE TO INVENT THE PROCESS FROM SCRATCH. WE COULD HAVE ASSISTANCE FROM A TRIED-AND-TRUE process, and at the same time, develop our own goals and processes that would reflect our values in our community.”

EDWIN MARTY
Food Policy Manager, City of Austin Office of Sustainability

PHASE 1

Phase One begins with examining current food purchasing practices through a baseline assessment to understand existing alignment with the Good Food Purchasing Program Standards in the five value categories. The baseline assessment is conducted by the Center for Good Food Purchasing.

STEP 1: BASELINE ASSESSMENT

Conduct Good Food Purchasing Program Overview Briefing:

- Introductory meeting with institution and the Center.

Notify Vendors & Begin Data Collection:

- Institution informs vendors of commitment to the Good Food Purchasing Program, discusses data collection needs, and determines a feasible timeline for data collection.

Collect & Submit Data:

- Vendors submit data to institution. Institution shares data with the Center for review.

Conduct Baseline Assessment:

- The Center analyzes purchasing data and provides a detailed evaluation of institution's current alignment with each value category.

STEP 2: GOAL SETTING

Discuss Baseline Assessment:

- Institution and the Center discuss the results of the baseline assessment and identify short and long-term purchasing goals.

Develop Action Plan:

- Institution, with technical support from the Center and any additional local partners, develops a multi-year Good Food Purchasing action plan roadmap.

PHASE 2

Phase Two involves commitment to improving Good Food Purchasing practices over time, which is documented through annual verification and celebration of achievements. The Center issues a Good Food Provider verification seal to an institution once it meets at least a baseline standard in each of the five value categories.

STEP 3: IMPROVE IMPACT & MEASURE PROGRESS

Make Purchasing Shifts to Meet Action Plan Milestones

- Institution uses action plan to make purchasing shifts, which help meet or exceed the baseline in the five value categories, in partnership with vendors and local partners.

Collect Updated Purchasing Data from Vendors:

- Institution collects purchasing data from vendors annually.

Track Progress & Award Star Rating:

- The Center analyzes data and provides a detailed report with a star rating to institution on its overall performance, progress within each value category, and trends.



ANNUAL REPORTING REQUIREMENTS

1) Submit Food Service Operations Overview form (i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served).
2) Submit Baseline Nutrition Self-Assessment.
3) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
4) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
    i. Product name;
    ii. Unit type purchased (e.g. cases, bunches, packs);
    iii. Number of units purchased;
    iv. Volume per unit (e.g. ounces, lbs);
    v. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
    vi. Amount spent by institution for each product, to include:
        i. Price per unit;
        ii. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS

Adopt Formal Policy and Incorporate Good Food Purchasing Program Language into RFPs and Contracts

- Institution adopts formal policy and incorporates Good Food Purchasing Program language into new bids and contracts. (See Appendix A for template policy language).

STEP 5: CELEBRATE SUCCESS

Issue Verification Seal and Branded Materials (When Applicable)

- The Center issues a Good Food Provider verification seal to the institution once it meets at least a baseline standard in each of the five value categories.

Publicly Recognize Leadership

- Institution, local partners, and the Center share annual public progress report and publicly celebrate progress.



GOOD FOOD PURCHASING STANDARDS AND SCORING SYSTEM OVERVIEW

The Good Food Purchasing Standards are a central component of the Good Food Purchasing Program. The Standards provide institutions with a roadmap for working towards a more sustainable and equitable food system. An institution is expected to meet a baseline in each value category by sourcing a certain percentage of food from producers that reflect each of the five values. The Standards set a basic minimum in each value category, but encourage institutions to earn higher levels of achievement through a flexible, points-based scoring system. Key aspects of the scoring system include:

BASELINE STANDARD

Each of the five value categories has a baseline standard. To become a Good Food Provider, an institution must meet at least the baseline in each of the five values.

CERTIFICATION-BASED

Standards are primarily based off of third-party certifications that have been identified as meaningful and ranked by national experts in each category.

FLEXIBLE, TIERED POINT SYSTEM

Performance is measured using a points-based formula in which points are accumulated based on level of achievement. There are three levels in each category, with higher levels worth more points. Points are awarded for each category individually, allowing institutions to accommodate their priorities and constraints by participating at the baseline in some categories and earning additional points by going above and beyond in other categories.

AGGREGATION OF POINTS AND STAR RATING

Points earned in each category are added together to determine the overall number of points. A star rating is awarded based on the total number of points earned. The minimum score needed to earn One Star and the Good Food Provider seal is five (one point in each category). As points accumulate, higher star ratings are awarded according to the chart below. A participant that earns five or more points only receives the Good Food Provider seal if they meet the baseline standard in each category.

INCREASED COMMITMENT OVER TIME

To maintain the star rating, an institution increases the amount of Good Food purchased each year.

GOOD FOOD PURCHASING AWARD LEVELS

STAR RATING	POINTS
★	5-9
★★	10-14
★★★	15-19
★★★★	20-24
★★★★★	25+

SAMPLE SCORESHEET

***Example**: Institution A serves nutritious meals to low-income children. They use their purchasing power to support local businesses and well-paying jobs, so they have prioritized Local Economies, Valued Workforce, and Nutrition. They are satisfied meeting the baseline standard in Environmental Sustainability and Animal Welfare.*

LOCAL ECONOMIES	6 points	We create opportunities for businesses in our community to thrive. We purchase over 50% of our food from producers within 250 miles, including very small farmers and businesses owned by women and entrepreneurs of color.
ENVIRONMENTAL SUSTAINABILITY	1 point	We purchase over 15% of food from producers with high environmental stewardship standards, including organic practices and chicken produced without routine antibiotics. We have also adopted a less meat, better meat strategy to decrease our carbon and water footprint.
VALUED WORKFORCE	6 points	We purchase over 10% of our food from suppliers who pay their workers living wages and respect health and safety regulations. Many of the workers in our supply chain are represented by a union contract. This is a high bar by industry standards and something we work actively with our suppliers to improve even further.
ANIMAL WELFARE	1 point	Our menus feature plant-forward dishes, which has led to a 15% reduction in the total volume of animal products purchased. At the same time, we purchase higher welfare meat products.
NUTRITION	3 points	We purchase whole, seasonal fruits and vegetables, prioritize plant based menu items and minimize added sugars and sodium. We feature our most nutritious menu times in high-visibility areas to make healthy choices easy.
TOTAL:	**17 POINTS**	**STAR RATING: ★★★**



“THE GOOD FOOD PURCHASING PROGRAM PROVIDES US WITH A TOOL TO EVALUATE AND TALK IN CONCRETE TERMS ABOUT THE WORK WE'RE DOING TO IMPROVE OUR FOOD PROCUREMENT.

It demonstrates in dollar terms the magnitude of the improvements we have made. It also provides a framework for setting goals around issues we haven't been able to work on yet, like increasing our purchases from suppliers with fair and humane labor practices.”

JENNIFER LE BARRE
Nutrition Services Director, Oakland Unified School District



LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

LOCAL ECONOMIES

PURCHASING GOALS

STRATEGIES

- INCREASE SPEND ON LOCAL FOOD

	SOURCING TARGETS, BY YEAR TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 **BASELINE**	**Option 1: Increase Local Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 local food sources (see page 22 for qualifying sources). OR 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources. **Option 2: Submit Plan for Baseline Achievement Within 1 Year** If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	**Increase Local Food Spend:** 25% of the total dollars spent annually on food products will come from Level 1 local food sources by fifth year of participation (see page 22 for qualifying sources).	**1**
LEVEL 2	**Increase Local Food Spend:** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 local food sources (see page 22 for qualifying sources). OR 10% of the total dollars spent annually on food products with a goal of increasing at least 2% per year, will come from Level 3 local food sources.	**Increase Local Food Spend:** 25% of the total dollars spent annually on food products will come from Level 2 local food sources by fifth year of participation (see page 22 for qualifying sources).	**2**
LEVEL 3	**Increase Local Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources (see page 22 for qualifying sources).	**Increase Local Food Spend:** 25% of the total dollars spent annually on food products will come from Level 3 local food sources by fifth year of participation (see page 22 for qualifying sources).	**3**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies Category.

LOCAL ECONOMIES
EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Local Economies Extra Points section.

1

At least 1% of food is purchased from small scale and family or cooperatively-owned farms (per the USDA definition of farm size in the most recent USDA Census of Agriculture) and located within 250 miles.

1

At least 5% of food is grown/raised AND processed in the same county as institution.

1

At least 1% of food is purchased directly from farmer-owned businesses.

1

At least 1% of food is purchased from Socially Disadvantaged, Beginning, Limited Resource, Veteran, Women, Minority, or Disabled Farmers/Ranchers.

1

An institution purchases product from suppliers outside 250 mile range, but from small-scale operations and certified by Fairtrade International (FLO) or Small Producer Symbol (SPP).

1-3
DEPENDING ON RIGOR OF PROGRAM

Institution develops and implements long-term plan to encourage and invest in value-chain innovation among its suppliers.
Examples of qualifying initiatives:

- Help develop new distribution infrastructure to facilitate working with very small growers, processors or other food businesses.
- Guarantee a certain volume of purchases to small growers prior to each planting cycle.
- Work with suppliers to include alternate ingredients in processed food items that support the Good Food value categories.
- Finance suppliers' certification processes to help them participate in Level 3 certification initiatives.[1]

1-3
DEPENDING ON RIGOR OF PROGRAM

Institution actively supports or sponsors initiatives that directly promote quality employment or business ownership opportunities for low-income entrepreneurs of color or disadvantaged communities.
Examples of qualifying initiatives:

- 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.
- For new facilities development, create a Community Benefits Agreement that considers the workforce, community development and environmental impact of the development.
- Establish a formal hiring policy, which prioritizes hiring local residents with 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 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.

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

LOCAL ECONOMIES
QUALIFYING CRITERIA

The geographic radius of local is defined by region, with agreement by the Center, depending on regional variation in food production patterns. Otherwise, local is defined as:

LEVEL 1

Size
- Produce: Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture)[3] (>$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Very large scale operations (>$50 million)[4]

AND

Ownership
- Family farm[5] or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius
- Within 250 miles[6]

LEVEL 2

Size
- Produce: Large scale operations (Between $1 million and $5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between $20 million and $50 million)

AND

Ownership
- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius
- Within 250 miles[7]

LEVEL 3[2]

Size
- Produce: Large scale operations (Between $1 million and $5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between $20 million and $50 million)

AND

Ownership
- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius
- Within 250 miles[8]

2 For single and multi-ingredient products, with at least 50% of ingredients sourced from a family or cooperatively-owned medium scale operation within 250 miles, greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:
  - 100% credit if source farm meets Level 3 criteria.
  - 66% credit if processor or shipper AND distributor, but NOT source farm, meet Level 3 criteria.
  - 33% credit if processor or shipper OR distributor, but NOT source farm, meet Level 3 criteria.

3 United States Department of Agriculture (January 2015). "2012 Census of Agriculture: Farm Typology. https://www.agcensus.usda.gov/Publications/2012/Online_Resources/Typology/typology13.pdf.

4 Size ranges for meat, poultry, eggs, dairy, seafood, and grocery items are based off of internal analysis of suppliers and align with Real Food Challenge's definitions.

5 As defined by the USDA, a majority of the business is owned by the operator and individuals related to the operator. https://www.ers.usda.gov/topics/farm-economy/farm-household-well-being/glossary.aspx#familyfarm.

6 Note: this radius is 500 miles for meat.

7 Note: this radius is 500 miles for meat.

8 Note: this radius is 500 miles for meat.



ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant forward menus, which feature smaller portions of animal proteins in a supporting role.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 BASELINE	**Option 1: Increase Environmentally Sustainable Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 environmentally sustainable sources (see page 29 for qualifying criteria). OR 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria). **Option 2: Reduce Carbon and Water Footprint** a) Reduce carbon footprint[9] and water footprint[10] of meat, poultry, and cheese purchases by at least 4% per meal served from baseline year, with an 8% reduction goal within two years, and a 20% reduction goal within five years; [11, 12] AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least two source reduction strategies[13] that address most wasted food items identified in audit. (See Appendix B for a menu of options).[14] **Option 3: Submit Plan for Baseline Achievement Within 1 Year:** If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.	**Option 1: Increase Environmentally Sustainable Food Spend** 25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation in the Good Food Purchasing Program (see page 29 for qualifying criteria). **Option 2: Reduce Carbon and Water Footprint** a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year; AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).	**1**

ADDITIONAL LEVEL 1 REQUIREMENTS CONTINUED ON PAGE 25

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

9 See next page for conversion factors for carbon footprint.
10 See next page for conversion factors for water footprint.
11 The baseline year is the year in which institution initiates its meat reduction efforts.
12 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.
13 Qualifying food resource recovery strategies will be determined based on adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.
14 An institution may choose to conduct waste audit at a select number of sample sites.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

LEVEL 1
BASELINE

ADDITIONAL LEVEL 1 REQUIREMENTS

TARGET: YEAR 1	TARGET: YEAR 5
No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.	No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.
At least 25% of animal products[15] are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.[16, 17]	At least 50% of animal products are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.[18]

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

CONVERSION FACTORS FOR CARBON FOOTPRINT:

Food Product	lb CO2/lb edible
Beef	26.5
Cheese	9.8
Pork	6.9
Poultry	5.1
Fish	3.8
Other Dairy + Eggs	3.3

Source: Heller, M. C. and Keoleian, G. A. (2015), Greenhouse Gas Emission Estimates of U.S. Dietary Choices and Food Loss. Journal of Industrial Ecology, 19: 391–401.

CONVERSION FACTORS FOR WATER FOOTPRINT:

Food Product	Blue + Green gallons/lb edible
Beef	1,590
Pork	475
Cheese	382
Poultry	230
Other Dairy + Eggs	139
Fish	Pending

Source: Mekonnen, M.M. and Hoekstra, A.Y. (2012) A global assessment of the water footprint of farm animal products, Ecosystems, 15(3): 401–415.

15 Animal product refers to any products derived from an animal, including meat, poultry, eggs and dairy.
16 In qualifying products, medically important antimicrobial drugs (i.e. those in the same class of antibiotics used in human medicine) may be used for non-routine disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.
17 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
18 See footnote 16 for definition.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 2	**Option 1: Increase Environmentally Sustainable Food Spend** 15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 environmentally sustainable sources (see page 29 for qualifying criteria). OR 10% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying sources).	**Option 1: Increase Environmentally Sustainable Food Spend** 25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation (see page 29 for qualifying criteria).	**2**
	Option 2: Reduce Carbon and Water Footprint a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by 5% per meal served from baseline year, with a 10% reduction goal within two years, a 15% reduction in three years and 25% reduction within five years;[19] AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies[20] that address most wasted food items identified in audit and donate all recoverable food once per month.[21]	**Option 2: Reduce Carbon and Water Footprint** a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year; AND b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).	
	LEVEL 2 ADDITIONAL REQUIREMENTS At least 25% of seafood purchased should be listed as "Best Choice" and no seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. At least 30% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[22, 23]	At least 50% of seafood purchased should be listed as "Best Choice" and no seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. At least 60% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[24]	

19 The baseline year is the year in which institution initiates its meat reduction efforts.
20 Qualifying food resource recovery strategies will be determined based adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.
21 An institution may choose to conduct waste audit at a select number of sample sites.
22 In qualifying products, antimicrobial drugs (both medically important and otherwise) may be used for disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.
23 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
24 Refer to footnote 22 for definition.

ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 3	15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria); AND Reduce carbon and water footprint of meat, poultry, and cheese purchases by 6% per meal served from baseline year, with a 12% reduction goal within two years and 30% reduction within five years;[25] AND Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies[26] that address most wasted food items identified in audit, donate recoverable food twice per month, and implement one food recycling strategy (e.g. anaerobic digestion or composting).[27]	25% of the total dollars spent annually on food products will come from Level 3 environmentally sustainable sources by fifth year of participation; AND Reduce carbon and water footprint of meat, poultry, and cheese purchases, per meal served by 30% from baseline year; AND Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least four source reduction strategies that address most wasted food items identified in audit, donate recoverable food once per week, and implement two food recycling strategies.	**3**

LEVEL 3 ADDITIONAL REQUIREMENTS

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. At least 50% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[28, 29]	All seafood purchased should be listed as “Best Choice” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. All animal products are produced without the use of antimicrobial drugs for disease prevention purposes.[30]

25 The baseline year is the year in which institution initiates its meat reduction efforts.
26 Qualifying food resource recovery strategies will be determined based on adherence to EPA’s Food Recovery Hierarchy. See Appendix B for menu of options.
27 An institution may choose to conduct waste audit at a select number of sample sites.
28 Refer to footnote 22.
29 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
30 Refer to footnote 22.

ENVIRONMENTAL SUSTAINABILITY
EXTRA POINTS

EXTRA POINTS	In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.
1	Institution participates in "Meatless Mondays" campaign or any equivalent meatless day program.
1	100% of disposable flatware, dishes, cups, napkins and other service items are compostable.
1	No bottled water is sold or served, and plain or filtered tap water in reusable jugs, bottles or dispensers is available.

ENVIRONMENTAL SUSTAINABILITY
QUALIFYING CRITERIA

	LEVEL 1	LEVEL 2	LEVEL 3
FRUITS & VEGETABLES	▪ Distributor provides grower signed affidavit verifying that produce has been grown without the use of pesticides listed as prohibited for fresh produce by Whole Foods' Responsibly Grown program and all neonicotinoids and affidavit is accompanied by a site visit from institution or community partner; or Gold certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy.	▪ Protected Harvest certified; or ▪ Food Alliance certified; or ▪ Rain Forest Alliance certified; or ▪ Enrolled in Whole Foods Responsibly Grown program; or ▪ Platinum certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy; or ▪ USDA Transitional Organic Standard; or ▪ Sustainably Grown certified; or ▪ Salmon Safe; or ▪ LEAF (Linking Environment and Farming)	▪ USDA Organic; or ▪ Demeter Certified Biodynamic; or ▪ Produce grown in a farm or garden at the institution using organic practices
MILK & DAIRY	▪ AGA Grassfed	▪ Animal Welfare Approved; or ▪ Food Alliance Certified	▪ USDA Organic
POULTRY		▪ Animal Welfare Approved; or ▪ Food Alliance Certified	▪ USDA Organic
EGGS	▪ Certified Humane Raised and Handled	▪ Animal Welfare Approved; or ▪ Food Alliance Certified	▪ USDA Organic
MEAT	▪ AGA Grassfed	▪ Animal Welfare Approved; or ▪ Food Alliance Certified; or ▪ Grasslands Alliance Standard	▪ USDA Organic
FISH (WILD)	▪ No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide	▪ Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide	▪ Marine Stewardship Council certified, paired with the MSC Chain of Custody Certification
FISH (FARM-RAISED)	▪ No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide	▪ Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide[31]	
GRAINS	▪ Pesticide-free	▪ Food Alliance Certified	▪ USDA Organic; or ▪ Demeter Certified Biodynamic

THIRD-PARTY CERTIFICATIONS



31 Other certifications for farm-raised fish may be accepted on a species-by-species basis, if endorsed by Seafood Watch.



VALUED WORKFORCE

Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

VALUED WORKFORCE
PURCHASING GOALS

STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 BASELINE	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 1 fair sources (see page 34 for qualifying sources). If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 15% of the total dollars spent annually on food products will come from Level 1 fair sources by fifth year of participation (see page 34 for qualifying sources).	**1**
LEVEL 2	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 2 fair sources (see page 34 for qualifying sources).	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 15% of the total dollars spent annually on food products will come from Level 2 fair sources by fifth year of participation (see page 34 for qualifying sources).	**2**
LEVEL 3	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 3 fair sources (see page 34 for qualifying sources).	**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers** See page 32 for additional details. AND **Increase Fair Food Spend** 15% of the total dollars spent annually on food products will come from Level 3 fair sources by fifth year of participation (see page 34 for qualifying sources).	**3**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.

VALUED WORKFORCE
PURCHASING GOALS, CONT.

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED

DETAIL ON LABOR LAW REQUIREMENTS AT ALL LEVELS

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers
Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and that vendor and all suppliers[32] comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

(1) Freedom of association and the right to collective bargaining.
(2) Elimination of all forms of forced or compulsory labor.
(3) Abolition of child labor.
(4) Elimination of discrimination with respect to employment or occupation.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers
Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

32 Vendor refers to the distributor with whom the institution or its food service management company has a direct contract. Supplier refers to all companies in the vendor's supply chain from whom product is sourced to be provided to the institution. A single product may have more than one supplier, including grower, shipper, processor, and/or wholesaler.

VALUED WORKFORCE
EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

2	Institution establishes an anonymous reporting system for workers to report violations with a protection for workers from retaliation.
1	Institution has adopted a "living wage" policy to ensure direct employees are paid non-poverty wages.
1	Institution's food service contractor meets Level 3 Valued Workforce criteria.
2	An institution or vendor has a Labor Peace policy or agreement

VALUED WORKFORCE
QUALIFYING CRITERIA

LEVEL 1

Vendor and Suppliers
Have a social responsibility policy, which includes:
(1) union or non-poverty wages;
(2) respect for freedom of association and collective bargaining;
(3) safe and healthy working conditions;
(4) proactive policy on preventing sexual harassment and assault,
(5) prohibition of child labor, as defined by the International Labour Organization (ILO)[35] and at least one additional employment benefit such as:
(6) employer-paid health insurance
(7) paid sick days;
(8) profit-sharing with all employees;

OR

Vendor and Suppliers
Post information about their participation in the Good Food Purchasing Program in workplaces and in the primary languages spoken by the employees;

OR

Partner with local trade union and/or independent, representative worker organizations to conduct periodic mandatory, accessible, in-depth worker education training at the worksite and on the clock about their rights and ensure they know what their company has committed as a vendor of a Good Food Purchasing Program participant;

OR

- Are certified by Fair for Life; or
- Are certified by Fairtrade America (Fairtrade International FLO); or
- Are certified by Fairtrade USA

LEVEL 2

Vendor and Supplier
- Are Food Justice-Certified by the Agricultural Justice Project; or
- Are certified by the Equitable Food Initiative

LEVEL 3[33, 34]

Vendor and Supplier
- Have a union contract with their employees[36]; or
- Are a worker cooperative[37]

THIRD-PARTY CERTIFICATIONS

Food items from suppliers that meet any of the following criteria will be disqualified from being counted for points in all value categories:

- **Use of slave or forced labor;**
- **Pattern of serious, willful, repeated, and/or pervasive labor violations over the last three years;**
- **Use of child labor**[38]

33 Greater credit is given for full supply chain participation at Level 3. An institution receives 3 points for every 5% increment of product sourced from Level 3 farms, and 3 points for every 15% increment of product sourced from Level 3 processors or distributors (percentages determined related to availability of Level 3 product in sectors of the supply chain). Points are weighted as follows:
- 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
- 66% credit if two of three companies meet Level 3 criteria.
- 33% credit if one of three companies meets Level 3 criteria.

34 Criteria used to identify voluntary third party certification programs at Level 3 include: adherence to all ILO Fundamental Principles and Rights at Work; a fair wage that at a minimum reaches the prevailing industry wage and charts progress toward a living wage; safe and healthy workplaces for workers; inclusion of independent worker organizations at all stages of standard-setting, monitoring and enforcement, and remediation; a confidential complaint reporting and resolution mechanism with a strictly enforced no-retaliation policy; mandatory worker rights training on the clock, implemented with independent worker organization; regular announced and unannounced audits by well-trained auditors that include secure interviews with a broad swath of workers, and findings that are made available to workers; and a focus on enforcement, with binding legal agreements that ensure real consequence for non-compliance and clear, time-bound plans to remedy violations. If the Center determines that a supplier is not compliant with the standards established by the third-party certification program, the supplier will not receive credit for their participation in the certification program.

35 http://ilo.org/ipec/facts/lang--en/index.htm.

36 Unions cannot be controlled or backed by government or the employer

37 As defined by United States Federation of Worker Cooperatives: Worker cooperatives are business entities that are owned and controlled by their members, the people who work in them. All cooperatives operate in accordance with the Cooperative Principles and Values. The two central characteristics of worker cooperatives are: (1) worker-members invest in and own the business together, and it distributes surplus to them and (2) decision-making is democratic, adhering to the general principle of one member-one vote.

38 Federal and/or state law defines child labor for the supplier's industry and location. When federal and state rules are different, the rules that provide the most protection apply. For international products, child labor is defined by the ILO standard.



ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

ANIMAL WELFARE
PURCHASING GOALS

STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 1 BASELINE	**Option 1: Increase High Animal Welfare Food Spend** 15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 1 animal welfare requirements (see page 39 for qualifying criteria). OR 5% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 15% of the total volume of animal products purchased with plant-based protein.	**Option 1: Increase High Animal Welfare Food Spend** 25% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 1 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 25% of the total volume of animal products purchased with plant-based protein.	**1**
LEVEL 2	**Option 1: Increase High Animal Welfare Food Spend** 15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria). OR 10% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 25% of the total volume of animal products purchased with plant-based protein.	**Option 1: Increase High Animal Welfare Food Spend** 35% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 35% of the total volume of animal products purchased with plant-based protein.	**2**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

ANIMAL WELFARE
PURCHASING GOALS, CONT.

STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

	TARGET: YEAR 1	TARGET: YEAR 5	POINTS AWARDED
LEVEL 3	**Option 1: Increase High Animal Welfare Food Spend** 15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 35% of the total *volume* of animal products purchased with plant-based protein.	**Option 1: Increase High Animal Welfare Food Spend** 45% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria). **Option 2: Reduce Total Volume of Animal Products Purchased** Replace 40% of the total *volume* of animal products purchased with plant-based protein.	**3**

ANIMAL WELFARE
EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

2	Institution encourages plant-based diets by offering only vegan options.
1	Institution encourages plant-based diets by offering only vegetarian options.
1	50% or more annual average of total cost of milk, egg and meat product purchases come from higher-welfare sources (Level 1 or above).

ANIMAL WELFARE
QUALIFYING CRITERIA

	LEVEL 1	LEVEL 2	LEVEL 3
DAIRY	▪ Certified Humane; or ▪ USDA Organic[39]	▪ PCO 100% Grassfed	▪ Animal Welfare Approved
EGGS[40]	▪ Certified Humane Cage Free; or ▪ GAP Step 1, 2; or ▪ USDA Organic[41]	▪ American Humane Certified Pasture Raised[42]; or ▪ Certified Humane Free Range; or ▪ GAP Step 3	▪ Animal Welfare Approved; or ▪ Certified Humane Pasture Raised; or ▪ GAP Step 4, 5, 5+
POULTRY	▪ Certified Humane; or ▪ GAP[43] Step 2, 3; or ▪ USDA Organic[44]	▪ Certified Humane Free Range[45]	▪ Animal Welfare Approved; or ▪ GAP Step 4, 5, 5+
BEEF	▪ Approved American Grassfed Association Producer; or ▪ Certified Humane; or ▪ GAP Step 1,2; or ▪ USDA Organic[46]	▪ PCO 100% Grassfed	▪ Animal Welfare Approved; or ▪ Certified Grassfed by A Greener World; or ▪ GAP Step 4, 5, 5+
PORK	▪ Certified Humane; or ▪ GAP Step 1, 2; or ▪ USDA Organic[47]	▪ Gap Step 3	▪ Animal Welfare Approved; or ▪ GAP Step 4, 5, 5+
FISH[48]			

THIRD-PARTY CERTIFICATIONS

39 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
40 AHA cage-free standards were excluded because AHA's points-based system allows egg facilities to pass an audit (at 85%) without meeting a number of basic welfare standards.
41 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
42 Because American Humane Certified does not have a set of "Core Criteria" that all certified producers must meet, full audit results must be submitted to the Center to verify that the farm meets all Core Criteria for a product to meet Level 2.
43 GAP Step 1 may be added to Level 1 upon the adoption of requirements for enrichments and for slower-growing chicken strains at Step 1.
44 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
45 Certified Humane Free Range, despite being pasture-based, is in Level 2 because unlike those in Level 3, it does not require slower-growth genetics.
46 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
47 USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.
48 Standards for farm raised fish are in development and will be added to the Good Food Purchasing Standards as soon as possible.



NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

NUTRITION

PURCHASING GOALS

STRATEGIES

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

HIGH PRIORITY

HEALTHY PROCUREMENT

- ☐ Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.[49]
- ☐ If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.[50, 51]
- ☐ Fruits, vegetables, and whole grains account for at least 50% of total food purchases by volume.[52]
- ☐ All individual food items contain ≤ 480 mg sodium per serving.[53]Purchase "low sodium" (≤ 140 mg sodium per serving) whenever possible.
- ☐ Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.

HEALTHY FOOD SERVICE ENVIRONMENT

- ☐ Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.[54]
- ☐ Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.
- ☐ Offer plant-based main dishes at each meal service.[55]

HEALTH EQUITY

- ☐ Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color.[56] Examples of qualifying initiatives:
  - Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer's market located in a low-income census tract that accepts EBT.

2 CHECKS

Items with High Priority designation are worth two checks per item met

49 See Appendix C for definitions for whole/minimally processed, processed, and ultraprocessed (Source: San Diego County Department of Public Health Eat Well Standards).

50 Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per 2 oz.

51 One strategy to reduce red and processed meat purchases is to limit portion sizes based on current US Dietary Guidelines. Average per-meal amount for meat, poultry and eggs for a 2000 calorie diet is 1.9 oz. (The range for a 1000-2200 calorie diet is .7-2 oz. per meal). See the USDA Food Patterns: Healthy U.S.-Style Eating Pattern for more information.

52 Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. With the exception of the following foods:

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

54 Health Care Without Harm "Healthy Beverage Defined: Water (filtered tap, unsweetened, seltzer or infused); 100 percent fruit juice (optimal 4 oz. serving); 100% vegetable juice (optimal sodium less than 140 mg); Milk (unflavored); Non-dairy milk alternatives (plain, unsweetened); Teas and Coffee (unsweetened with only naturally occurring caffeine).

55 To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. Recommend plant-based main dishes to include fruits, vegetables, beans and/or legumes.

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

NUTRITION

PURCHASING GOALS

STRATEGIES

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

PRIORITY

HEALTHY PROCUREMENT

- [ ] All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.[57]
- [ ] If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).[58]
- [ ] All pre-packaged food has zero grams trans fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).
- [ ] At least 50% of grain products purchased are whole grain rich.[59]
- [ ] Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing.[60] Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.

HEALTHY FOOD PREPARATION

- [ ] Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.
- [ ] 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).

HEALTHY FOOD SERVICE ENVIRONMENT

- [ ] If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative[61] AND offer fresh fruit or a non-fried vegetable prepared without fat or oil as a side option.
- [ ] Adopt one or more product placement strategies such as:
  - Prominently feature fruit and/or non-fried vegetables in high-visibility locations.
  - Display healthy beverages in eye level sections of beverage cases (if applicable).
  - Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).
- [ ] Healthy food and beverage items are priced competitively with non-healthy alternatives.
- [ ] Adopt one or more marketing/promotion/signage strategies, such as:
  - Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

1
CHECK
Items with Priority designation are worth one check per item met

57 Low Sodium is 140 mg or less per RACC.
58 Fat-Free is 0.5g or less per RACC: Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Reduced fat is 25% less fat per RACC when compared to the original food: Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g).
59 Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice; 3 grams or more of fiber/serving.
60 Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g); Low Calorie is 40 calories or less per RACC and per 50g if RACC is small (<30g).
61 A cup/glass of chilled tap water is prioritized and water in recyclable bottle is a secondary substitute to be avoided if possible for environmental considerations.

NUTRITION
EXTRA POINTS & SCORING TARGETS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Nutrition Extra Points section.

1 MENU LABELING
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide.

1 PORTION CONTROL
Adopt one or more portion control strategies, if applicable. (e.g. Utilize 10" or smaller plates for all meals; make available reduced-size portions of at least 25% of menu items offered; offer reduced-size portions at a lower price than regular sized portions, eliminate trays from lines).[62]

1 CULTURALLY APPROPRIATE MENUS
Offer menu items that are culturally appropriate for institution's demographic composition. Institution should submit menus with ingredient lists for culturally appropriate items.

1 NUTRITION & FOOD SYSTEMS EDUCATION
For K-12 institutions: Institution implements nutrition education programming. Examples of qualifying initiatives include:
- Interactive/educational garden program
- District-wide required nutrition curriculum
- Farm/processing site visits to regional producers

1 WORKSITE WELLNESS
Develop and implement a worksite wellness program for employees and/or patrons that includes nutrition education.

1 HEALTHY VENDING
Adopt a healthy vending machine policy for machines at all locations, using the Federal Food Service Guidelines or a higher standard.[63]

PERCENTAGE OF CHECKLIST ITEMS MET	SCORING TARGET	POINTS AWARDED
51 - 64.9%	LEVEL 1	**1**
65 - 79.9%	LEVEL 2	**2**
80 - 100%	LEVEL 3	**3**

UP TO **6** EXTRA POINTS

62 Reduced-sized portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.
63 Food Service Guidelines for Federal Facilities: https://www.cdc.gov/obesity/downloads/guidelines_for_federal_concessions_and_vending_operations.pdf, pages 13-14.



APPENDICES

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION

Whereas, [Institution] procures [$ food spend] annually in food and food supplies. The large-scale volume demands include serving [number of meals per day] meals per day and [number of meals per year] meals annually. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in [Institution];

Whereas, [Percentage] of students in [Institution], [X%] of whom are students of color, qualify for federal and state meal benefits through the [National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program];

Whereas, In practicing good food procurement methods, [Institution] can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices by [Institution] can nationally impact the creation and availability of a local, equitable, and sustainable good food system;

Whereas, [Institution] has [detail of existing Good Food practice or policy. Duplicate this list item as many times as needed];

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management); and

Whereas, Implementation of the comprehensive Good Food Purchasing Program will promote the ongoing leadership of [Institution] in being a good food leader in our community and nationwide; now, therefore, be it,

RESOLVED, That [Institution] will use its purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers and low-income entrepreneurs of color to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

Local Economies: support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.
Environmental Sustainability: source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.
Valued Workforce: Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
Animal Welfare: Source from producers that provide healthy and humane conditions for farm animals.
Nutrition: Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION, CONT.

RESOLVED, that [Institution] commits to taking the following steps in support of Good Food:

(1) Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.
(2) Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
(3) Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts with the opportunity for community input on contract awards.
(4) Commit to annual verification of food purchases by the Center for Good Food Purchasing and comply with due diligence reporting requirements to verify compliance, measure progress, and celebrate success at the [enter desired star rating] level.

RESOLVED, that [Institution] commits to the following reporting requirements:

(1) Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.
(2) Submit Baseline Nutrition Assessment.
(3) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:

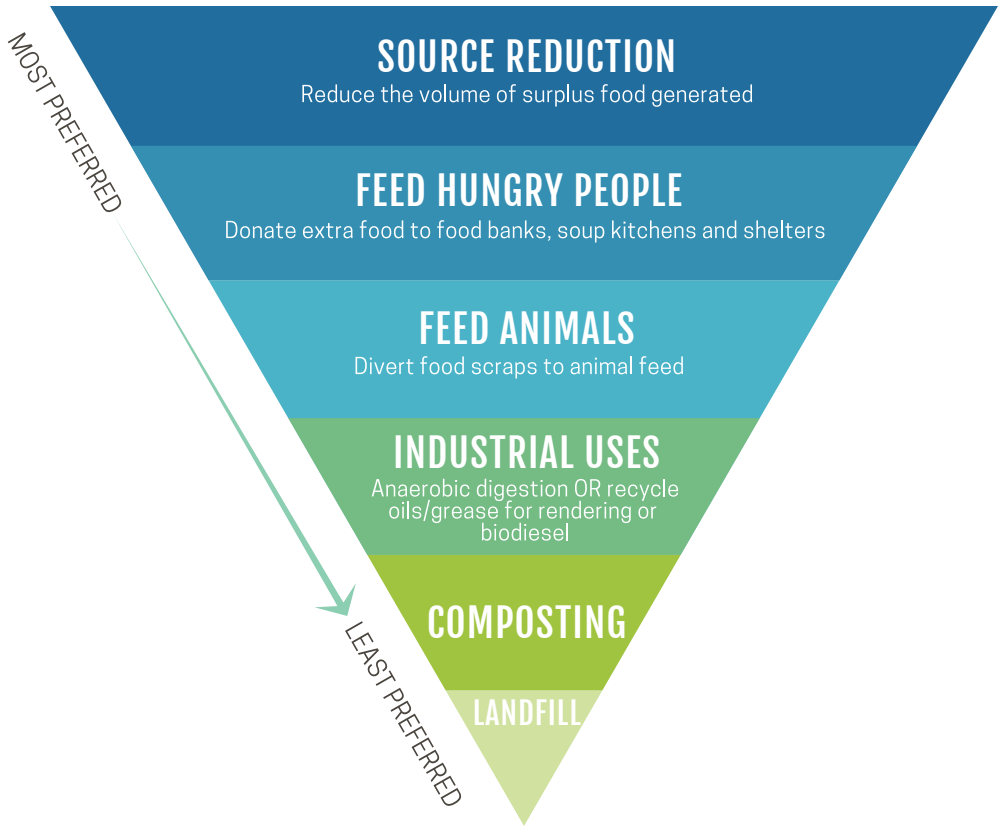
1. Product name;
2. Unit type purchased (e.g. cases, bunches, packs);
3. Number of units purchased;
4. Volume per unit (e.g. ounces, lbs);
5. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
6. Amount spent by institution for each product, to include:
    a. Price per unit;
    b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

(4) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
(5) Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Program.
(6) Report to the [insert policy body] annually on implementation progress of the Good Food Purchasing Program with the opportunity for community input.

APPENDIX B: EPA FOOD RECOVERY HIERARCHY: IDENTIFYING AND PRIORITIZING STRATEGIES TO REDUCE WASTED FOOD

The EPA has developed the Food Recovery Hierarchy to help prioritize actions that organizations can take to prevent wasted food. Reduction/diversion points include:

1. Source Reduction – reduce the amount of surplus food generated
2. Recovery: Feed Hungry People – donate extra food to food banks, soup kitchens, shelters
3. Recycling:
   - Feed Animals – divert food scraps to animal feed
   - Industrial Uses – anaerobic digestion (send food to anaerobic digester) OR recycle oils/grease (for rendering or biodiesel)
   - Composting



According to the EPA, "each tier of the Food Recovery Hierarchy focuses on different management strategies for wasted food. The top levels of the hierarchy are the best ways to prevent and divert wasted food because they create the most benefits for the environment, society and the economy."

Good Food Providers that incorporate waste reduction strategies into their food service operations are encouraged to follow the EPA's Food Recovery Hierarchy and prioritize strategies at the top levels of the hierarchy.

An important first step for an institution is to perform a waste audit and then develop waste reduction strategies that address the most wasted food items identified in audit.

APPENDIX B: SUGGESTED FOOD RECOVERY STRATEGIES

The list below provides a menu of options that institutions can take to prevent and divert wasted food. This list is by no means exhaustive. Some strategies may not apply to or be feasible for all institution types. More ideas can be found on the EPA's Food Recovery Hierarchy website.

SOURCE REDUCTION[64]

- Purchase imperfect produce
- Staff training on food waste reduction
- Daily log of kitchen food waste[65]
- Reduce batch sizes
- Cook-to-order instead of bulk-cooking at end of day
- Set up share tables
- "Offer vs serve"
- Replace buffet with cook-to-order line
- Finish preparation at the line
- Recess before lunch
- Provide another beverage choice (e.g. water)
- Extend lunch periods to 30 minutes
- Slice fruit/vegetables
- Catchy names for fruits/vegetables
- Marinate meats
- Healthy foods within reach
- Train staff on knife skills
- Use maximum amount of food parts (carrot greens and potato skins)
- Reconstitute wilted veggies
- Freeze surplus fruits & veggies
- Use leftovers
- Eliminate garnishes that typically don't get eaten
- Storage techniques for different foods
- See-through storage containers
- Smaller serving containers at end of day
- Trayless dining

RECOVERY[66]
FEED HUNGRY PEOPLE

- Deliver unused food to local pantry
- Supplement Power Pack program with unused food that is collected
- Pop Up Food Pantry
- Partner with sister school & donate surplus food to families in need

RECYCLING
FEED ANIMALS, INDUSTRIAL USES, COMPOSTING

- Provide organic waste to animal farmers as feed
- Send food scraps to anaerobic digester
- Recycle waste vegetable oil to be used as biofuel
- Community or on-site composting of organic waste

64 This list is not exhaustive and options are not exclusive to the listed institution type. More ideas can be found at https://www.epa.gov/sustainable-management-food/food-loss-prevention-options-grade-schools-manufacturers-restaurant

65 LeanPath is one tool institutions can use to monitor kitchen waste. It may be cost prohibitive for some, but a manual log or less costly tool could also be used to monitor kitchen waste. http://www.leanpath.com

66 From Food Bus: http://foodbus.org/toolkit/

APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY	DEFINITION	EXAMPLES
UNPROCESSED AND MINIMALLY PROCESSED FOODS AND BEVERAGES	**Unprocessed and minimally processed foods and beverages** include single-ingredient foods or beverages, which have undergone no or slight alterations after separation from nature, such as cleaning, removal of unwanted or inedible parts, fractioning, grinding, roasting, boiling, freezing, drying, fermentation, or pasteurization. These do not include any added oils, fats, sugar, salt or other substances, but may include vitamins and minerals typically to replace those lost during processing. Simple combinations of two or more unprocessed or minimally processed foods, such as granola made from cereals, mixtures of frozen vegetables, and unsalted, unsweetened, dried fruit and nut mixtures, remain in this group. As a general rule, additives are rarely present in food items in this group.[68, 69, 70, 71, 72]	Examples include, but are not limited to fresh, chilled, frozen, vacuum- packed fruits, vegetables, including those with antioxidants, roots, and tubers; cereal grains and flours made with these grains; cereal products, such as plain oatmeal; fresh or dry pasta or noodles (made from flour with the addition only of water); fresh, frozen and dried beans and other pulses (legumes); dried fruits and 100% unsweetened fruit juices; fresh or dried mushrooms; unsalted nuts and seeds; fresh, dried, chilled, frozen meats, poultry and fish; fresh and pasteurized milk, ultra-pasteurized milk with added stabilizers, fermented milk such as plain yogurt; spices such as pepper, cloves, and cinnamon; herbs such as fresh or dry thyme, mint, and cilantro; eggs; teas, coffee, herb infusions, tap water, bottled spring water.[73]
MODERATELY PROCESSED FOODS AND BEVERAGES	**Moderately processed foods and beverages** are simple products manufactured by industry typically with few ingredients including unprocessed or minimally processed foods and salt, sugar, oils, fats and other substances commonly used as culinary ingredients.[74, 75, 76, 77] Additives are sometimes added to foods in this group.[78]	Examples include, but are not limited to breads; cheese; sweetened fruits and fruits in syrup with added anti-oxidants; dried salted meats with added preservatives; canned foods preserved in salt or oil; cereal products with tocopherols (Vitamin E), such as instant oatmeal with sugar and cinnamon or whole wheat kernels combined with flaxseed, salt, and barley malt; tofu, tempeh, and certain kinds of bean and vegetable burgers; and multi-ingredient foods and beverages manufactured and packaged by industry that contain no ingredients only used in ultra-processed products.

67 Courtesy of San Diego County Department of Public Health
68 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition.* January-March 2016, 7, 1-3, 28-38.
69 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
70 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
71 Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition.* doi:10.3945/ajcn. 114.100925
72 Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.
73 Monteiro, C.A., Levy, R.B., Claro, R.M., Castro, I.R.R.D., & Cannon, G. (2010). A new classification of foods based on the extent and purpose of their processing. *Cadernos de saude publica*, 26(11), 2039-2049.
74 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition.* January-March 2016, 7, 1-3, 28-38.
75 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
76 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
77 Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition.* doi:10.3945/ajcn. 114.100925
78 Classes of additives sometimes added to foods and beverages in this category include nutrient supplements, curing and pickling agents, leaving agents (in simple breads), enzymes (in cheese), stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation or stabilizers.

APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY	DEFINITION	EXAMPLES
ULTRA-PROCESSED FOOD AND BEVERAGE PRODUCTS	**Ultra-processed food and beverage products** are industrial formulations typically with many ingredients including salt, sugar, oils and fats, but also substances not commonly used in domestic cooking and additives whose purpose is to imitate sensorial qualities of unprocessed or minimally processed foods and culinary preparations of these foods. Minimally processed foods are a small proportion of or are even absent from ultra-processed products.[79, 80, 81, 82]	Examples include, but are not limited to industrially manufactured sports drinks; regular and diet sodas; flavored milks; energy drinks; meal replacement or dietary supplement drinks or foods; cereal products with tocopherols (Vitamin E) and an assortment of additives, such as FD&C Blue No. 1 and 2, caramel color; gelatin; high fructose corn syrup; dextrose or hydrogenated vegetable oil; sweet and/or savory snacks; ice cream; cakes and cake mixes; pastries; candies; chocolate bars; energy bars; granola bars; snack chips and mixes; packaged desserts; grain-based desserts and breads; margarine; condiments; instant sauces and soups; hot dogs; sausages; luncheon meats; chicken patties and nuggets; breaded fish and sticks; frozen and packaged meals; prepacked pizza; fast food; and other foods with ingredients not usually sold to consumers for use in freshly prepared foods.
CULINARY INGREDIENTS	**Culinary ingredients** are substances obtained from unprocessed or minimally processed foods, or nature, and commonly used to season and cook unprocessed or minimally processed foods in the creation of freshly prepared dishes. Items in this group are rarely consumed alone. Combinations of two or more culinary ingredients, such as oil and vinegar, remain in this group. As a general rule, additives are rarely present in these foods and beverages.[83, 84, 85, 86]	Examples include, but are not limited to butter, lard, and vegetable oils; milk, cream; sugar and molasses obtained from cane or beet; honey extracted from combs and syrup from maple trees; salt and iodized salt; starches; vegetable oils with added antioxidants; and vinegar with added preservatives.
FRESHLY PREPARED FOODS AND BEVERAGES	**Freshly prepared foods and beverages** are handmade preparations composed of unprocessed or minimally processed foods and culinary ingredients.[87]	Examples include, but are not limited to any scratch prepared foods and beverages made with unprocessed or minimally processed foods and culinary ingredients made at home, a cafeteria, or food service operation such as hummus; salsa; salads; mixed vegetables; stir fry; mashed potatoes; soups; casseroles; cooked meats, poultry, or fish; pies, cakes, and cookies; and coffee, tea and lemonade.

79 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition.* January-March 2016, 7, 1-3, 28-38.
80 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
81 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
82 Ultra-processed products may include an assortment of additives or ingredients not typically found in unprocessed/minimally processed and moderately processed foods or culinary ingredients. Examples of substances only found in ultra-processed products include some directly extracted from foods, such as casein, lactose, whey, and gluten, and some derived from further processing of food constituents, such as hydrogenated or interesterified oils, hydrolyzed proteins, soy protein isolate, maltodextrin, invert sugar and high fructose corn syrup.
83 Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] World Nutrition. January-March 2016, 7, 1-3, 28-38.
84 Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.
85 Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity.* Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.
86 Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, curing and pickling agents, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.
87 Nutrient Profile Model. (2016). Pan American Health Organization.



EXHIBIT D

Echo Park Boathouse Café – City-owned

Equipment as of November 2022

1. HVAC Air conditioner and platform
2. Heat pump and platform
3. Vent Fan (roof)
4. Grill, diffuser
5. Air unit for commercial hood
6. Commercial hood (Captive Aire)
7. Char broiler (Star Max) with stainless steel (SS) stand
8. 4 burner range with griddle and oven (US Range)
9. SS stand, at cookline
10. Deep fryer, 2-compartment, (Dean)
11. Food prep table with self-contained refrigerator
12. Wall shelves, SS, 2 long & 2 short over 3-compartment sink; 1 over food prep sink
13. 3 compartment ware washing sink with drain boards
14. Hand washing sink
15. Food preparation sink w/ floor sink below
16. Wood shelves under front counter
17. Cup washer, built-in, front counter
18. Air curtain
19. Water Heater
20. Mop Sink, SS
21. 2-tier lockers, Qty 3
22. Wall shelves, Qty 2, SS, in water heater room
23. Mop hangers
24. Data ports under counter 2
25. Freezer, SS, 2-door upright, (True)

EXHIBIT E

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
Recreation and Parks

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

PART I – PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)	2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
	2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER

4. SEX	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER
☐M ☐F			

PART II – ACCIDENT/INJURY

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN?
			☐ YES ☐ 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.			☐ YES ☐ NO
b.			☐ YES ☐ NO
c.			☐ YES ☐ NO
d.			☐ YES ☐ 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

EXHIBIT F

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

REMITTANCE ADVICE FORM
ECHO PARK BOAT HOUSE CAFÉ

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

CONCESSIONAIRE SHALL PAY EACH MONTH THE GREATER OF

GROSS RECEIPTS PERCENTAGE	GROSS SALES	- SALES TAX	= NET SALES	X PERCENTAGE	
FOOD & NON-ALCOHOLIC BEVERAGES	$ -	$ -	$ -	5%	$ -
ALCOHOL (Must have ABC License.)			$ -	8%	$ -
TOTAL:					$ -

OR

$3,000	$ -

ADDITIONAL FEES

UTILITIES:	Utility services of Water, Electricity, and Natural Gas under the terms of the one-year Revocable Right of Entry Permit.	$ 450.00
LATE RENT FEE: $150	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at $1.48 per $1,000 or fraction thereof of charges paid to RAP.	$ -
ADDITIONAL FEES SUBTOTAL:		$ -

ADJUSTMENTS*: Explain:

_____

_____

_____ $ -

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

TOTAL AMOUNT PAID TO RAP: $ -

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

Signature: _____ Date: _____

Form Gen. 146 (Rev. 6/12)

Clear Form

Required Insurance and Minimum Limits

EXHIBIT G

Name: _____ Date: 08/01/2025

Agreement/Reference: ROE - Operation and Maintenance of Echo Park Lake Cafe Concession

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 _____

☉ Broad Form Liquor Liability (if serving alcohol)

✔ **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: Rahulan Kathir

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.

COPY 1- Dept. Area Office or Division Head
COPY 2-Risk Management m/s 625-24

City of Los Angeles
Dept. of Recreation and Parks

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

EXHIBIT H

SEE INSTRUCTIONS ON PAGE 2

1. NAME OF FACILITY	DATE OF OCCURRENCE	TIME:	A.M.	P.M.
	08/01/2025		☐	☐

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? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

11. HOW WAS ENTRANCE GAINED?

12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

13. WAS POLICE REPORT MADE? ☐ YES ☐ NO D.R. NUMBER

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? ☐ YES ☐ NO WORK ORDER

15. PERSONS INVOLVED: ☐ WITNESS ☐ VICTIM ☐ SUSPECT

NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S

16. IF VEHICLE INVOLVED: YEAR MAKE	LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.

17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.

18. REPORT SUBMITTED BY: NAME	TITLE	DATE

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

BREAKFAST

GRØD (vegan) 9.5
steel-cut oats, coconut cream, seasonal fruit

SKYR 9.5
yogurt, house-made granola, seasonal fruit, mint

BUTTER NUT TOAST (vegan) 10
classic danish rye, almond butter, banana, blue-berries and coconut flakes

NORDIC HEART WAFFLE 13.5
cold, heart-shaped waffle, fresh whipped cream and berry coulis

SCANDI BREKKIE 16.5
Selection of our local-made breads, whipped dill cream cheese, house-made pickles, boiled egg. Choice of: seared mushroom, pork roast, shaved roast beef, pickled herring.

PIKNIK QUICHE 14
Daily selection, while they last!

SMØRREBRØD

OPEN FACE NORDIC SANDWICH ON CLASSIC DANISH RYE

AVOCADO (vegan possible) 14
pickled onion, radish, soft herbs, seasame

MUSHROOM (vegan) 14
duxelles, seared mushroom, cashew cream, dill

TOMATO, HERB & CHEESE 17
basil, tarragon, olive oil, currant vinegar reduction on baguette

CHOPPED HERRING & APPLE 18
dill, caraway, mayonnaise, pickles

ROAST PORK 16
melted havarti cheese, carmelized fennel, lingenberry, dijonnaise on baguette

SHAVED TOP SIRLOIN 16
salted butter, horseradish aioli, pickled onion, fresh tomato, mixed herbs

EGG & FENNEL (veggie) 14
hard-boiled egg, fennel, roasted almonds, and garnished with basil mayo and sorrel

DON'T FORGET THE PASTRIES

ESPRESSO	6
FILTERED	4
COLD BREW	6
LATTE (hot/iced)	6
CHAI (hot/iced)	6
MATCHA (hot/iced)	6
SARATOGA SPRING	6
SARATOGA SPARKLING	6

FRESH PRESSED ORANGE	8
FRESH PRESSED GREENS	9
SMOOTHIE #1	14
SMOOTHIE #2	13
ADAPTAGEN ELIXER #1	12
ADAPTAGEN ELIXER #2	13
PIKNIK MOCKTAIL	10
N/A LAKESIDE SPRITZ	14

WHITE WINE	12/48
N/A WHITE WINE	14/56
ORANGE WINE	14/56
SPARKLING ROSE	15/60
N/A ROSE	14/56
BUBBLES	13/52
ICELANDIC WHITE ALE	9
NORDIC SELTZER	8

NIKSEN - noun. the practice of doing nothing as a means of relieving stress; idle activity, as staring into the trees or listening to music, with no purpose other than relaxation.

ASK ABOUT OUR CUSTOMIZABLE PIKNIK BASKETS!!!

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

PRO FORMA PROJECTIONS (YEAR 1 and 2)

PRO FORMA		Year 1	Year 2
Income			
Food Sales	60.0%	720,000	819,000
Beverage Sales	40.0%	480,000	441,000
TOTAL SALES	**100.0%**	**1,200,000**	**1,260,000**
Cost of Goods			
Food COGS	30.0%	216,000	245,700
Beverage COGS	20.0%	96,000	88,200
Merchant Fees	2.5%	12,000	11,025
TOTAL COGS	**27.0%**	**324,000**	**340,200**
GROSS PROFIT	**73.0%**	**876,000**	**919,800**
Expenses			
Payroll			
Salaries	7.5%	90,000	94,500
BOH - Hourly	5.8%	69,149	72,072
FOH - Hourly (cashier)	12.7%	91,151	95,004
FOH - Hourly (barista)	13.8%	66,006	68,796
FOH - Hourly (utility)	4.2%	50,290	52,416
Worker's Comp	1.8%	21,996	22,967
Payroll Taxes	3.4%	40,326	42,107
TOTAL PAYROLL	**35.7%**	**428,917**	**447,862**
PRIME COSTS	**62.7%**	**752,917**	**788,062**
Marketing	3.0%	36,000	36,360
OVERHEAD			
Computer / Software	0.2%	2,400	2,400
Dues & Subscriptions		1,200	1,200
Accounting	0.8%	9,000	9,000
Supplies	1.5%	18,000	18,540
Travel / Parking	0.2%	2,400	2,400
Security	3.0%	36,500	37,595
Contracted Services	0.5%	6,000	6,180
Cleaning	3.0%	36,000	37,080
TOTAL OUTSIDE SERVICES	**6.5%**	**78,500**	**80,855**
Postage / Shipping	0.0%	480	480
TOTAL OVERHEAD	9.3%	111,980	114,875
Occupancy			
Insurance	1.0%	12,000	12,480
Rent	4.0%	48,000	50,400
Pest Control	0.3%	3,000	3,000
Water & Power	1.5%	18,000	18,360
Gas	0.8%	9,000	9,180
Waste	1.2%	14,400	14,688
TOTAL UTILITIES	**3.5%**	**41,400**	**42,228**
Repairs & Maintenance	1.5%	18,000	18,900
TOTAL OCCUPANCY	**10.2%**	**122,400**	**127,008**
TOTAL EXPENSES	**59.3%**	**711,297**	**740,145**
NET OPERATING INCOME	**13.7%**	**164,703**	**179,655**

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

STARTUP COSTING

Equipment & Smallwares	**33.4%**	20,000
Interior Decor	**16.7%**	10,000
Exterior Tables & Umbrellas	**8.3%**	5,000
Opening Inventory	**20.8%**	12,462
Permits & Fees	**8.2%**	4,915
Liquor License	**1.8%**	1,065
Signage	**5.0%**	3,000
Other	**5.8%**	3,500
	100.0%	59,942

RELATED BUSINESSES

THE LONELY OYSTER

instagram
website
THE OBSERVER
LA TIMES
TASTING TABLE

LITTLE JOY COCKTAILS

instagram
website
LA TIMES
THRILLIST

OUT THERE BAR

instagram
PEERSPACE
INFATUATION

DEPARTMENT OF RECREATION AND PARKS

BOARD OF COMMISSIONERS

RENATA SIMRIL
PRESIDENT

LUIS SANCHEZ
VICE PRESIDENT

FIONA HUTTON
MARIE LLOYD
BENNY TRAN

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640

City of Los Angeles
California

KAREN BASS
MAYOR

JIMMY KIM
GENERAL MANAGER

MATTHEW RUDNICK
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ACTING ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

May 17, 2024

Sent via email

751 Echo Park LLC
14069 Marquesas Way #208
Marina Del Rey, CA 90292

Attention: Don Andes

Gentlepersons:

Enclosed is the executed Concessions Agreement 4050, executed on May 16, 2024 between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization, 751 Echo Park LLC for the operation and maintenance of the Echo Park Boathouse Café Concession.

If you have any questions with regard to the Agreement at this time, please contact the undersigned at (213) 202-2640.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

Takisha Sardin

TAKISHA SARDIN
Commission Executive Assistant II

Attachment: Executed Concession Agreement 4050

cc: City Controller
City Attorney
Departmental Chief Accountant
Rahulan Katir, Management Analyst, Special Operations Branch, Concessions Unit

CONCESSION AGREEMENT
FOR THE
OPERATION AND MANAGEMENT OF
ECHO PARK BOATHOUSE CAFÉ

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

751 ECHO PARK LLC

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CONCESSION AGREEMENT FOR
OPERATION AND MANAGEMENT OF ECHO PARK BOATHOUSE CAFÉ

THIS Agreement (hereinafter "AGREEMENT" or "CONTRACT") is made and entered into this 16th day of May 2024, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY") acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), and 751 Echo Park LLC (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, RAP seeks to serve the public by providing food and beverage services at the Echo Park Lake Boathouse Café (hereinafter "CONCESSION"); and

WHEREAS, RAP 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, RAP 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 conduct outreach to local similar businesses to operate the Echo Park Lake Boathouse Café due the CONCESSION being suddenly vacated by the previous operator; and

WHEREAS, CONCESSIONAIRE was the only respondent to such outreach; and

WHEREAS, RAP has reviewed CONCESSIONAIRE's ability to operate the CONCESSION, and determined that the CONCESSIONAIRE has the necessary experience and qualifications to operate the CONCESSION; and

WHEREAS, RAP AND CONCESSIONAIRE desire to enter into this Agreement for the operation and management of the CONCESSION, to provide food, beverage and related services to the public.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of twenty-eight (28) pages and eight (8) exhibits (A-H) 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:	Echo Park Boathouse Café Food and Beverage Concession
CONCESSIONAIRE:	751 Echo Park LLC
FACILITY:	Echo Park Lake Boathouse Café located at 751 N. Echo Park Ave., Los Angeles, CA 90026
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY.
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
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9/22) [V.1] 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, including beer and wine, and offer related services as approved by the GENERAL MANAGER. 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 PREMISES, this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks to the area, nor does it prohibit RAP from hiring outside caterers for RAP-hosted events.

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

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

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: 751 N. Echo Park Ave., Los Angeles, CA 90026. The PREMISES shall include the FACILITY and all, if any, portions of the CONCESSION that the GENERAL MANAGER, by express written consent, approves for offering food and beverage services. Location of PREMISES is outlined 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 PREMISES to CONCESSIONAIRE 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 two (2) years, commencing on May 16th 2024 ("Commencement Date"). This AGREEMENT may be terminated at any time by CONCESSIONAIRE or GENERAL MANAGER, by giving at least thirty (30) days written notice to the other party stating the date upon which this AGREEMENT shall terminate.

RAP may terminate this AGREEMENT upon execution of a new Concession Agreement for the PREMISES, including execution of a contract resulting from a Request for Proposal. Upon receipt of a written notice of termination, CONCESSIONAIRE agrees to discontinue occupancy and/or any activity being performed on or within the PREMISES. The right of the GENERAL MANAGER to terminate this AGREEMENT is and shall remain unconditional. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT.

RAP shall have the right to reenter the PREMISES on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise, and may permit any other person, firm or corporation to enter upon the PREMISES and use the same.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. **Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. 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 main dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti at 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 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 operations at the PREMISES, 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 of any of the above nondiscrimination covenants, with proper notification as per Section PSC-9 of the Standard Provisions, CITY shall have the right to terminate the AGREEMENT and

to reenter and repossess said PREMISES 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 RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

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

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

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

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the CONCESSION. During the days and hours established for the operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession

Manager, subject to RAP approval. If a new manager is not assigned within three business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. **Approval of Employees, Volunteers and Subcontractors**
RAP shall have the right to approve or disapprove all employees, volunteers, and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. 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.

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 sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

2. All menu items and services, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages.

3. The sale of beer and wine is permitted at the CONCESSION. CONCESSIONAIRE shall post signs prohibiting the sale of alcoholic beverages to minors and shall take all additional necessary action(s) to ensure that beer and wine are not dispensed to minors. Sale of alcoholic beverages requires a license from and compliance with the rules and regulations of the Alcoholic Beverage Control Board (ABC).

4. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options of food and beverages. Menus must include vegan protein entrée options for those patrons following a plant-based diet. 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 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 C). All food and beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

7. 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.

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

9. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

G. **Diversion of Business**

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

H. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

As a courtesy, CITY shall at no cost to CONCESSIONAIRE, provide certain equipment (which shall remain the property of CITY) as specified in the City-Owned Equipment List (Exhibit D). The CITY reserves the right to remove or salvage any and all items of City-Owned Equipment. CITY shall not be responsible for the replacement or repair of said items. No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP.

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 three (3) 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, 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. RAP will be responsible for utility lines and repairs, including telephone; heat exchangers, fans, controls and electric panels; all plumbing and refrigeration, and the exterior of the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

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, shall restore said PREMISES and improvements thereto to 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. Concessionaire shall pay $300.00 a month to RAP for the utility services of water and electricity. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for natural gas, 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.

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

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

M. **Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines,

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, 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 E) (see SECTION 20, “NOTICES,” for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

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**

CONCESSIONAIRE must obtain prior approval from RAP for any activities which include amplified sound.

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. CONCESSIONAIRE may also install security personnel at the exterior of the PREMISES if such is deemed necessary by CONCESSIONAIRE for the safety of patrons and staff.

T. **Quiet Enjoyment**

RAP agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms,

conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

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."

SECTION 6. FACILITY IMPROVEMENTS, STARTUP COSTS AND EQUIPMENT

CONCESSIONAIRE shall spend the following amounts on the following items for facility improvements at the CONCESSION as further detailed below in this Section 6 and as further proposed by CONCESSIONAIRE in its proposal (Exhibit I), and as approved by RAP:

Equipment & Smallwares	$20,000
Interior Décor	$10,000
Exterior Tables & Umbrellas	$5,000
Opening Inventory	$12,462
Permits & Fees	$4,915
Liquor License	$1,065
Signage	$3,000
Contingency	$3,500
TOTAL	$59,942

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**
   Any structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE, including the plans and specifications therefore, shall be pre-approved by RAP and in all respects conform to and comply with

the applicable statutes (including the California Environmental Quality Act), ordinances, 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.

SECTION 7. HOURS / DAYS OF OPERATION

The CONCESSION must be open 8:00 AM to 8:00 PM daily, but may close for Thanksgiving Day and Christmas day.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER. Additional hours of business shall be at CONCESSIONAIRE'S discretion, keeping in line with the hours of Echo Park. Final determination of hours of operation are at the discretion of the General Manager.

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. MONTHLY RENTAL PAYMENT

A. **Revenue Sharing Fees**
   As part of the consideration for the granting of the CONCESSION though this AGREEMENT, CONCESSIONAIRE shall pay to RAP a monthly revenue sharing fee of four percent (4%) on all sales of food and non-alcoholic beverages.

B. **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 F) shall be addressed to:

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

C. **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;

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:

1. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;

2. 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;

3. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

D. **Monthly Revenue Reports**
CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit F) for the month for which a payment is submitted.

E. **Late Payment Fee**
Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, 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.

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, 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.

F. **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 G); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit G).

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 CONCESSIO 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.

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, 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 H) 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 foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, 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 refurnishing/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.

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, 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. Concessionaire must abide by any Integrated Pest Management (IPM) Guidelines prescribed by, and at the discretion of, the RAP General Manager.

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 fighters 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 Ten Thousand Dollars ($10,000) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit
CONCESSIONAIRE'S Deposit shall be in the following form:

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

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

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

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

SECTION 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 (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 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 at least three years thereafter.

A. **Employee Fidelity Bonds**

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

B. **Cash and Record Handling Requirements**

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

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

1. Regular books of accounting such as general ledgers.

2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

4. Cash 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 able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports if requested.

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 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 immediately comply with any written request or order submitted to it by CITY or RAP.

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

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

1. To determine if the terms and conditions of the AGREEMENT are being complied with.

2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

3. To ensure quality control and verify the validity of mandatory operating permits.

E. **Control of Premises**

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

F. **First Source Hiring Ordinance**

Unless otherwise exempt 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 AGREEMENT, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.

2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:

   a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

   b. Interview qualified individuals referred by EWDD; and;

   c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.

3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

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

SECTION 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 works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 20. 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:

751 Echo Park LLC
Attn: Don Andes
14069 Marquesas Way #208
Marina Del Rey, CA 90292

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

SECTION 21. 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. 9/22) [v.1]
B. Concession Premises Map
C. Good Food Purchasing Program (Rev. 9/17)
D. City-Owned Equipment List
E. Form General No. 87 "Non-Employee Accident or Illness Report"
F. Monthly Revenue Report
G. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
H. Special Occurrence and Loss Report
I. Proposal submitted to RAP by Concessionaire
J. Zero Waste City Facility and Events on City Property Ordinance

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 G, (4) Exhibit B, (5) Exhibit C, (6) Exhibit D, (7) Exhibit E, (8) Exhibit F, (9) Exhibit H.

(*Signature Page to Follow*)

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

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

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

BY: _____ DATE: 5/7/2024

JIMMY KIM
General Manager

CONCESSIONAIRE

BY: _____ DATE: 5/3/24

Title: Donald Andes

APPROVED AS TO FORM:
HYDEE F. SOTO, City Attorney

BY: _____ DATE: 5-16-24

BRENDAN KEARNS
Deputy City Attorney

Business Tax Registration Certificate Number: 0003431097

Internal Revenue Service Taxpayer Identification Number: 99-2698339

AGREEMENT Number: 4050

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

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 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** toperfect, 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 partywithout 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 ContractualRequirements 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 Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose 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. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐

☐ Sexual Misconduct _____

_____

_____

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

____ **Pollution Liability** _____

☐ _____

____ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

_____

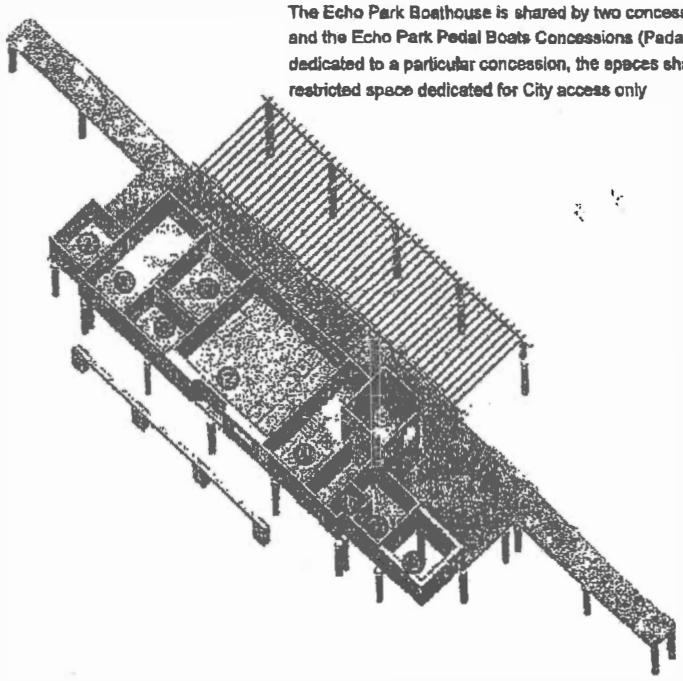
_____

_____

Exhibit B

Echo Park Boathouse - Echo Park Boathouse Café Concession Premises

The Echo Park Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Pedal Boats Concessions (Pedal Boats). Exhibit A, Page 1 of 2, identifies the spaces dedicated to a particular concession, the spaces shared by both concessions (shared space), and restricted space dedicated for City access only

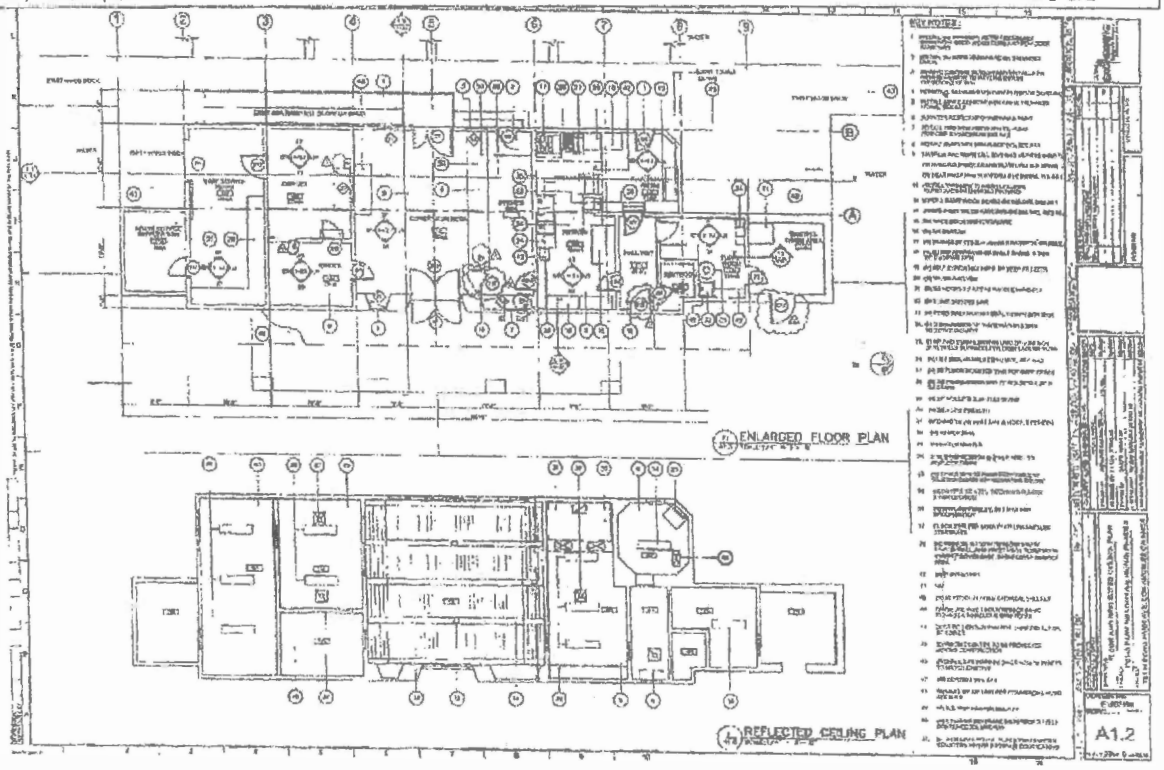


1. BOATHOUSE DOCK (Pedal Boats)
2. CONCESSION ROOM (Shared Space)
3. SUPPLY/ STORAGE ROOM (Pedal Boats)
4. COMMERCIAL KITCHEN (Café)
5. TOWER (Restricted Area - City Access Only)
6. OFFICE (Café)
7. CASHIERS OFFICE (Café)
8. BOAT REPAIR ROOM (Pedal Boats)
9. EXTERIOR STORAGE/ TRASH (Café)
10. RESTROOM (Café)
11. LOCKER/ STORAGE ROOM (Café)

EXHIBIT B

Echo Park Boathouse (Boathouse) Floor Plan and Key Notes

The Boathouse is shared by two concession operations, the Echo Park Boathouse Café (Café) and the Echo Park Boathouse Pedal Boats (Pedal Boats). The Bureau of Engineering provided this Boathouse Floor Plan and Key Notes. The Key Notes indicate locations of the renovated features and equipment installed by the City (Page 1 of 2). Page 2 of 2 is a list of the renovated features and equipment installed by the City. Refer to Exhibit A, Premises Map for spaces dedicated to Café operation. Refer to Exhibit B for the City-Owned Equipment.



GOOD FOOD PURCHASING PROGRAM

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."



"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,

CENTER FOR GOOD FOOD PURCHASING

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



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

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

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

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



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ACKNOWLEDGEMENTS

The Good Food Purchasing Standards 3.0 reflect the expertise and wisdom of hundreds of individuals and organizations who have contributed feedback and expertise during this update process and over the course of the last five years. We are grateful for the input, review, and partnership of the following people:

Aaron Krulc, Minneapolis Public Schools
Agnes (Wai Ling) Mak, NYC Department for the Aging
Alejandra Marquez, University of Texas, Austin
Alexandra (Alex) Emmott, San Francisco Unified School District
Aliza Wasserman, City of Boston Office of Food Justice
Allison Cairns, Oxnard School District
Allison England, Oceanview School District
Amanda Harvey, Fresno Unified School District
Amanda Rohlich, City of Austin, Office of Sustainability
Amber Hansen, Health Care Without Harm
Amy O'Rourke, Cook County Department of Public Health
Amy Thompson, Boulder Valley School District
Ana-Alicia Carr, American Heart Association
Andrew deCoriolis, Farm Forward
Angela Vasquez, St. Louise Regional Hospital
Anna Canning, Fair World Project (formerly)
Anna Jackson, Ventura Farm to School Collaborative
Annmarie Marmolejo, Los Angeles Unified School District
Aram Pirjanian, LA Parks Department
Ariana Oatman, Chicago Public Schools
Aubrey Pongluelert, Anchors in Action
Barbara Jellison, West Contra Costa Unified School District
Bela Garces, Real Food Generation (formerly)
Ben Goldsmith, Farm Forward
Bertrand Weber, Minneapolis Public Schools
Bob Martin, Johns Hopkins Center for a Livable Future
Bonnie Christensen, Berkeley Public Schools
Brennan Grayson, Cincinnati Interfaith Worker Center
Brett Tolley, North American Marine Alliance
Brian Arp, Denver Red Rocks Amphitheater
Brian Ford, Alameda County Probation
Brian Krol, San Francisco Sherriff's Office
Bridget O'Brien Wood, Buffalo Public Schools
Brittney Stretsbery, District of Columbia Public Schools
Camala Jones, Austin Convention Center
Captain Kevin McConnell, San Francisco Sherriff's Office
Captain Stephanie Colmenero, San Francisco Sherriff's Office
Carlos Obando, NYC Department of Homeless Services
Carol Ratchpaul, NYC Department of Corrections
Caroline Juarez, Austin Independent School District
Cassandra Ogren, International Brotherhood of Teamsters
Catherine Webb, Anchors in Action
Chef Michael Jenkins, Zuckerberg San Francisco General Hospital
Chris Tricarico, NYC Department of Education
Christina Bronsing-Lazalde, Real Food Media
Christina Gutierrez, Santa Clara Valley Medical Center
Christina Spach, Food Chain Workers Alliance
Christine Kuo, Anchors in Action
Christine Tran, Los Angeles Food Policy Council (formerly)
Clint Lara, Fresno Unified School District
Colleen Lammel, Chicago Parks District
Courtney Crenshaw Lusk, Health Care Without Harm
Craig Willingham, CUNY Urban Food Policy Institute
Crystal Berg, Alachua County Public Schools
Cynthia Ware, NYC Human Resources Administration
Daisy Freund, ASPCA
Daniel Guillen, NYC Department of Youth & Community Development
Danielle DiCristfano, Cook County Juvenile Temporary Detention Center
Darryl Rattray, NYC Department of Youth & Community Development
Dave Love, Johns Hopkins University
David Siegel, NYC Department for the Aging
Dawn Stone, Escondido Unified School District
Deb Trevor, Boulder Valley School District
Deborah Anderson, Alameda County Probation
Deborah Ventricelli, Boston Public Schools
(Dee) Dgawanti Parbhudial, NYC Adminstration for Children's Services
Dennis Olson, United Food and Commercial Workers
Diana Cangemi, NYC Department of Homeless Services
Dr. Jas Ratliff, National Black Food & Justice Alliance
Dr. Steven Chen, ALL IN, Alameda County
Edwin Marty, City of Austin, Office of Sustainability
Eliza Novak, Boston Good Food Purchasing Coalition
Elliott Smith, Kitchen Sync Strategies
Elly Brown, San Diego Food System Alliance
Elvis Lavarreda, Laguna Honda Hospital
Emma Sirois, Health Care Without Harm
Eric Zacarias, Cincinnati Public Schools
Fa-Tai Shieh, NYC Department of Citywide Administrative Services
Fabienne Laraque, NYC Department of Homeless Services
Florence Simpson, Los Angeles Unified School District
Gail Feenstra, University of California, Davis Sustainable Agriculture Research & Education Program
Glenn O'Connor, NYC Department of Corrections
Hannah Lee, Fresno Unified School District
Hannah Weinronk, Real Food Generation (formerly)
Hillary Dalton, Compassion in World Farming
Rick Huking, Alameda County Sheriff's Office
Ian Long, Alameda County Probation
Ivy Marx, Los Angeles Unified School District

Jacelyn Lee, NYC Health + Hospitals
James Murdock, Cook County Juvenile Temporary Detention Center
Jan Pakan, Chicago Public Schools
Janelle Daniels, NYC Adminstration for Children's Services
Janet Margosian-Hein, Fresno Unified School District
Jason Mojica, Chicago Public Schools
Jeffery Garcia, School Board of Alachua County
Jennifer Herd, City of Chicago Department of Public Health
Jennifer LeBarre, San Francisco Unified School District
Jerry Tan, NYC Department for the Aging
Jessi Silverman, Center for Science in the Public Interest
Jessica Church, Centura Health
Jessica Gilbert-Overland, Good Food Buffalo Coalition
Jessica Shelly, Cincinnati Public Schools
Jessie Navarro, Anchors in Action
Jewel Amberger, Austin Independent School District
Jezra Thompson, Berkeley Public Schools
Jill Berry, NYC Human Resources Administration
Jim Walker, University of Texas
Joanna Carino, Hueneme Unified School District
John Caramucci, San Francisco Sherriff's Office
John Martin, Denver Museum of Nature and Science
John Stoddard, Health Care Without Harm
Jon Russell, North American Marine Alliance
Jose Oliva, HEAL Food Alliance
Joseph Jones, NYC Human Resources Administration
Joshua Davidson, San Francisco Unified School District
Julie Chessen, Ojai Unifed School District
Julius Otto, Chicago Parks District
Justin Miguel, Alameda County Sheriff's Office
Justine Britten, Chicago Public Schools
Kara Muniz, Ventura Unified School District
Kara Shannon, ASPCA
Karen Baker, Alameda County Probation
Kari Hamerschlag, Friends of the Earth
Karla Cordero, NYC Human Resources Administration
Kate Mackenzie, NYC Mayor's Office of Food Policy
Kathryn Bernstein, Illinois Public Health Institute
Kathy Lawrence, George Washington University, Antibiotic Resistance Action Center (ARAC)
Katie Ettman, SPUR
Katie Ferraro, San Francisco Sherriff's Office
Katie Merriman, Zuckerberg San Francisco General Hospital
Katya Simkhovich, Compassion in World Farming (formerly)
Kayla Soren, Anchors in Action
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Kendra Worrell, Santa Clara Valley Medical Center
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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.

CENTER FOR GOOD FOOD PURCHASING



GOOD FOOD PURCHASING PROGRAM RATINGS



GOOD FOOD LEADER: BRONZE

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

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



GOOD FOOD LEADER: SILVER

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



GOOD FOOD LEADER: GOLD

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

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VALUE CATEGORY SUMMARY CHECKLIST

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

GOOD FOOD LEADER: GOLD CHECKLIST

OVERARCHING REQUIREMENTS

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

EQUITY, ACCOUNTABILITY, AND TRANSPARENCY REQUIREMENTS

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

LOCAL AND COMMUNITY- BASED ECONOMIES REQUIREMENTS

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

ENVIRONMENTAL SUSTAINABILITY REQUIREMENTS

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

VALUED WORKFORCE REQUIREMENTS

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

ANIMAL WELFARE REQUIREMENTS

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

COMMUNITY HEALTH & NUTRITION REQUIREMENTS

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

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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[1]) women, veterans, persons with disabilities, and especially people of color, across all supply chains and to the greatest extent possible. Model strategies for addressing critical barriers include:
    - Adopting a supplier/vendor diversification policy with annual purchasing targets.
    - Supporting cost-sharing for approved value category programs, labels, and third-party certification and the administrative infrastructure to maintain them.
    - Helping businesses defray the cost of infrastructure needed to sell to institutions.
    - Allowing suppliers to bid on partial contracts.
    - Circulating solicitation opportunities publicly, hosting pre-bid meetings, and allowing for maximum response time.
    - Providing administrative support (i.e. filling out delivery and financial paperwork, providing easy-to-use record keeping platforms, printing, etc).
    - Developing payment timelines in coordination with small and mid-sized suppliers that meet their needs, set into policy, and follow through on payment deadlines.
    - Creating feedback loops between procurement staff and current or aspiring institutional suppliers owned and operated by people of color. Feedback loops should facilitate offering and receiving feedback on solicitations and procedures to inform continuous process improvement.

- Develop and implement comprehensive institutional policy(ies) that reflect community needs and values and prioritize transparency, racial equity, local economies, environmental sustainability, valued workforce, animal welfare, and community health and nutrition within their operations and food procurement. Ensure these institutional policies are embedded in agreements for contracted food services and that mechanisms are developed to ensure compliance and accountability through reporting and active contract management.[2]

- Report annually on progress toward additional fundamental strategies.

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

2 See Appendix C for Good Food Purchasing Policy Template.

LOCAL AND COMMUNITY-BASED ECONOMIES

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



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.[3]	**15%** of local qualifying food comes from suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to) people who are (or have been) impacted by poverty and food insecurity, women, veterans, persons with disabilities, or People of Color.[7]
	5% of local qualifying food comes from suppliers who identify as People of Color.[4,5,6]	**10%** of local qualifying food comes from suppliers who identify as People of Color.[8,9,10]

3 See footnote 1.
4 If an institution is operating in a state with People of Color (POC) farmers accounting for less than 5% of all farms (national average, 2017 USDA census) the institution may request an alternative purchasing threshold commensurate with the state's percentage of POC farms, as documented in the most recent USDA census (or alternative publicly available dataset).
5 5% sourced from people of color may be part of the 10% target above.
6 Per input received via the Anchors in Action project, the Standards use "People of Color" when referring to all groups of racially subjugated people. When lifting up certain populations for a specific purpose the Center will refer to these populations as specifically as possible (e.g., Black, Somali, Indigenous, Latinx, Mexican, Asian, Hmong, Pacific Islanders, etc.).
7 See footnote 1.
8 See footnote 4.
9 See footnote 5.
10 See footnote 6.

QUALIFYING CRITERIA FOR LOCAL AND COMMUNITY-BASED ECONOMIES SOURCES[11]

LEVEL 1[12]	LEVEL 2	LEVEL 3
SCALE (revenue):	**SCALE** (revenue):	**SCALE** (revenue):
• **Produce:** Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture[13]) >$5 million	• **Produce:** Large scale operations ($1 million-$5 million)	• **Produce:** Medium scale operations <$1 million
• **Other:**[14] Very large-scale operations >$50 million[15]	• **Other:**[16] Large-scale operations ($20 million-$50 million)	• **Other**[17]**:** Medium scale operations <$20 million

AND

OWNERSHIP:

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

AND

LOCATION[18]**:**

Production location is within 250 miles (or 500 miles[19] for meat, poultry, and seafood)



11 Supplier qualities (such as ownership demographics or structure) and product attributes that cannot be verified via certification, business registration, or public claims may also be verified through an approved Locally-Led Verification program proposal for qualifying suppliers. For more information on Locally-Led Verification, See Appendix G: Locally-Led Supplier Verification Pilot Program Guidance

12 Aggregated products (like dairy and produce) that 1) are purchased from an aggregator that qualifies for location and ownership criteria; and 2) are majority (75%+) supplied by suppliers (of any scale) that also qualify for location and ownership criteria, will qualify.

13 United States Department of Agriculture (January 2015).

14 Multi-ingredient products with ingredients that can be verified as majority local (50%+) will qualify. Credit will be weighted as follows:
- 100% credit if source farm qualifies
- 66% credit if processor/shipper, but NOT source farm, qualifies

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

16 See footnote 13.

17 See footnote 13.

18 Institutions may submit an alternative geographic radius if they: meet ownership structure requirements; provide a justification that production capacity within 250 miles (500 miles for meat, poultry, and seafood) is insufficient to meet program goals; leverage an existing standard definition; and secure written approval from key stakeholders (diverse community coalition, student/patient council, or other existing stakeholder body).

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

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 DCO2

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[20] 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 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		**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[21] purchased to reduce carbon[22, 23] and water footprint[24,25, 26] per meal served[27] by at least 5% from baseline year;[28] **AND** Perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in the waste stream and implement at least two source reduction approaches[29] that maximize food waste reduction and environmental benefits.[30]		**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

20 100% of seafood purchased should not be listed as 'Avoid' within 3 years of the baseline.
21 Animal product refers to any products derived from an animal, including meat, poultry, eggs, and dairy.
22 Carbon refers to "carbon equivalent" and includes GHG (carbon, methane, nitrous oxide) emissions to air.
23 For the purposes of calculating carbon and water footprints, the baseline year is considered to be the first year that complete weight data is received.
24 Refer to Table A for carbon and water footprint conversion factors and food types measured.
25 See footnote 23.
26 Special calculations of water/carbon for "better meat" will be considered in cases where a credible analysis has been conducted to evaluate the carbon emissions associated with the production of that particular meat source.
27 "Per meal served" is included in this measure to serve as a denominator to control for any increases or decreases in the number of eaters at an institution. For institutions that are not able to provide a total number of meals, an alternative metric may be used including, but not limited to, the number of people served at an institution.
28 Reduction is measured by pounds (lbs) of animal product purchased per meal served (using carbon and water conversion factors in Table A to determine carbon and water footprint).
29 See Appendix I: Food Waste Audit and Source Reduction Strategy Guidance for more guidance.
30 Complete baseline waste audit at applicable sites within the first year and align with EPA/USDA goal of 50% reduction from the baseline by 2030.

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[31] 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[32] that maximize food waste reduction and environmental benefits.[33]

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[34] that maximize food waste reduction and environmental benefits.[35]

TABLE A: Conversion Factors for Carbon and Water Footprint[36,37]

Food Type	lb CO2 equivalent/lb edible	Blue + Green gallons H20/lb edible
Beef	41.35	2,263
Cheese	8.91	5,605*
Pork	9.83	1,796*
Turkey, Other Poultry	4.40	660*
Chicken	4.40	660*
Fish (farmed)	4.98	3,691*
Milk	2.23	628*
Butter	11.43	628*
Yogurt	2.98	628*
Eggs	3.66	585

31 See footnote 20.
32 See footnote 28.
33 See footnote 29.
34 See footnote 28.
35 See footnote 29.
36 Poore and Nemecek (2018).
37 See Appendix A: Frequently Asked Questions for more information about carbon and water footprints, conversion factors, and methodology.

QUALIFYING CRITERIA FOR ENVIRONMENTAL SUSTAINABILITY SOURCES
CERTIFICATIONS AND SUPPLIER/PRODUCT ATTRIBUTES[38]

LEVEL 1	LEVEL 2	LEVEL 3
• American Grassfed • Animal Welfare Approved by A Greener World • Aquaculture Stewardship Council (accepted for farmed kelp/ seaweed only) • Bee Better • Best Aquaculture Practices (accepted for farmed mollusks only) • Certified Grassfed by A Greener World • Equitable Food Initiative • Global G.A.P. - GGN label (accepted for farmed mollusks and kelp/seaweed) • Marine Stewardship Council • Responsible Fisheries Management Certified Sustainable	• Land to Market Verified • Food Alliance • Linking Environment and Farming • Rainforest Alliance • Salmon Safe	• Agriculture Justice Project* • Bird Friendly* • Certified Naturally Grown* • Demeter Certified Biodynamic • Grasslands Alliance • Real Organic Project* • Regenerative Organic* • Sustainably Grown Certified • USDA Organic • USDA Transitional Organic *

CERTIFICATION LOGOS

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

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



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	• Equitable Food Initiative • Fair Trade International[39]	• Food Justice Certified by the Agricultural Justice Project • Fair Food Program • Milk With Dignity	• Union Contract[40] • Worker-owned co-op
PROCESSING, MANUFACTURING, AND DISTRIBUTION			• Union Contract[41] • Worker-owned co-op
CERTIFICATION LOGOS			

39 Coffee, sugar, and cocoa only.
40 e.g. Familias Unidas por la Justicia, FLOC, International Brotherhood of Teamsters, United Farm Workers, United Food and Commercial Workers, Service Employees International Union, UNITE HERE.
41 See footnote 40.

***IN ORDER TO QUALIFY:

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

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

This is evidenced by:

1. **In all solicitations and contracts following a baseline assessment, vendors agree to comply with and ensure companies in their supply chains comply with international and domestic labor laws** (including state and local) in countries where they produce goods and services.

2. **All solicitations and contracts following a baseline assessment include a policy or protocol for sanctions when a vendor and/or its supplier is out of compliance with international and/or domestic labor laws.** This includes the institution's right to refuse a bid or contract and/or terminate a contract based on a violation of the contractual agreement.[43]

3. **To facilitate monitoring and enforcement, the institution will:**

    a. Provide annual reporting in an online, publicly accessible location of current food contracts and suppliers, purchasing records, assessments or audits, and vendor and/or supplier labor violations known to the institution.
    b. Administer sanctions[44] 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[45];
    b. using slave or forced labor, including prison labor;
    c. using child labor;
    d. maintaining a pattern of serious, willful, repeated, and/or pervasive health and safety and/or wage and hour and/or other applicable local, state, or federal law violations; or
    e. retaliating against any whistleblowers, including workers, who report on worker rights and/or labor law violations;

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

42 For the purposes of food procurement standards, prison labor is considered to be forced labor. Food produced using the labor of incarcerated people in institutional supply chains shall not qualify for credit. In the case that the Good Food Purchasing Program is being used as a tool for harm reduction in a carceral facility (e.g. improving food quality, palatability, and choice), separate consideration may be made for food produced, prepared, and/or served on site.
43 See Appendix J: Labor Law Compliance Contracts and Enforcement for more guidance.
44 See Appendix J: Labor Law Compliance Contracts and Enforcement for examples of potential sanctions.
45 Workers' right to organize and bargain collectively is protected by the National Labor Relations Act. Employer interference with this right is considered an Unfair Labor Practice.
46 This may be enforceable at the program level regardless of the presence of a contractual agreement between the vendor and the institution.

Animal welfare encompasses all aspects of animals' wellbeing and high animal welfare 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.[47]

OPTION 1: Purchase High Animal Welfare Products[48]
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[49] **to Reduce Number of Animal Lives Per Meal Served**[50]

REDUCE **15%** FROM BASELINE YEAR

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

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

REDUCE **35%** FROM BASELINE YEAR

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

Continued on pg. 33

47 Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.
48 High animal welfare products may include poultry, beef, pork, eggs, and dairy.
49 Animal products include beef, pork, seafood (excluding seaweed and kelp) and freshwater animals, poultry, eggs, and dairy.
50 See Appendix A: Frequently Asked Questions for more information about animal product reduction measurements and methodology.
51 Weight is measured in lbs.
52 Weight of animal products sourced should stay the same or decrease across all individual animal product types.
53 See footnote 51.
54 See footnote 52.

SOURCING TARGETS, CONTINUED

INITIAL >> YEAR 5

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

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

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

3% AT LEVEL 3 *OR*

5% AT LEVEL 2 *OR*

8% AT LEVEL 1

AND

REDUCE **10%** FROM BASELINE YEAR

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

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

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

5% AT LEVEL 3 *OR*

10% AT LEVEL 2 *OR*

15% AT LEVEL 1

AND

REDUCE **22%** FROM BASELINE YEAR

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

TABLE B: Conversion Factors for Animal Lives per Pound Consumed

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

55 Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.
56 See footnote 51.
57 See footnote 52.
58 See footnote 51.
59 See footnote 52.
60 Numbers include both direct animal lives and indirect animal lives per pound consumed. Indirect animal lives accounts for any animal lives that went into feed and lives lost during the production process.

QUALIFYING CRITERIA FOR HIGH ANIMAL WELFARE SOURCES[61]

	LEVEL 1	LEVEL 2	LEVEL 3
DAIRY Milk, Yogurt, Cheese, etc	• Certified Humane • Global Animal Partnership: Step 2 • Regenerative Organic Certified: Bronze*	• 100% Grassfed by Pennsylvania Certified Organic (PCO) • American Grassfed Association Certified • Global Animal Partnership: Step 3 • Animal Welfare Approved by A Greener World • Certified Grassfed by A Greener World***	• Global Animal Partnership: Steps 4, 5, & 5+ • Regenerative Organic Certified: Silver & Gold**
EGGS	• Certified Humane - Barn Raised • Global Animal Partnership: Step 1 & 2	• Certified Humane - Free Range, Seasonal Pasture Raised, and Pasture Raised • Global Animal Partnership: Step 3, 4, & 5 • Regenerative Organic Certified**	• Animal Welfare Approved by A Greener World • Global Animal Partnership Step 5+
POULTRY Chicken, Turkey, and Other Poultry	• Global Animal Partnership: Step 2 • Certified Humane - Barn Raised	• Certified Humane - Free Range and Pasture Raised • Global Animal Partnership: Step 3	• Global Animal Partnership Steps: 4, 5 & 5+ • Animal Welfare Approved by A Greener World • Regenerative Organic Certified [62]
BEEF Cattle and Calves	• Global Animal Partnership: Steps 1 & 2 • American Grassfed Association Certified • Certified Humane	• 100% Grassfed by Pennsylvania Certified Organic (PCO)*	• Global Animal Partnership: Steps 4, 5 & 5+ • Regenerative Organic Certified** • Animal Welfare Approved by A Greener World • Certified Grassfed by A Greener World***
PORK	• Certified Humane • Global Animal Partnership: Steps 1 & 2 • American Grassfed Association Certified	• Global Animal Partnership: Step 3	• Animal Welfare Approved by A Greener World • Global Animal Partnership: Steps 4, 5 & 5+ • Regenerative Organic Certified**
CERTIFICATION LOGOS			

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

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



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[63] foods, including vegetables, fruit, and whole grains; and serving plant-forward foods, which honor communities' food traditions and protect against food-related chronic disease.

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

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



Photo: Learning in the community garden with DC Greens

COMMUNITY HEALTH & NUTRITION

PURCHASING STRATEGIES

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

SOURCING TARGETS

INITIAL	>>	YEAR 5
Increase the amount of whole or minimally processed foods purchased:[64] INCREASE 5% FROM BASELINE YEAR AND **Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:** [65,66] 40% OF CHICKEN PRODUCTS 15% OF ALL OTHER ANIMAL PRODUCTS AND **Earn 51% of Nutrition Checklist points** See checklist on pgs 39-40		**Increase the amount of whole or minimally processed foods purchased:**[67] INCREASE 25% FROM BASELINE YEAR AND **Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:** 75% OF CHICKEN PRODUCTS 30% OF ALL OTHER ANIMAL PRODUCTS AND **Earn 80% of Nutrition Checklist points** See checklist on pgs 39-40

64 See footnote 63.
65 See Appendix A: Frequently Asked Questions for more information about the placement of this target in Community Health & Nutrition.
66 See Appendix A: Frequently Asked Questions for the definition of routine antibiotic usage. The Center for Good Food Purchasing may consider approval of additional narrowly defined, non-customary uses of certifications or programs upon request from community organizations (e.g. coalitions or food policy councils).
67 See footnote 63.

+2 HIGH PRIORITY CHECKLIST ITEMS FOR COMMUNITY HEALTH AND NUTRITION GOALS

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

HEALTHY PROCUREMENT		
☐	**1**	Develop and implement a nutritional policy that covers all prepared and packaged foods using the Federal Food Service Guidelines or a higher standard.[68]
☐	**2**	If meat is offered, reduce purchases of red and processed meat by 5% from the baseline year.[69]
☐	**3**	Vegetables account for at least 15% of purchases by weight. Fruits, vegetables, whole grains, legumes, nuts, and seeds account for at least 50% of total food purchases by weight.[70]
☐	**4**	All individually portioned food items contain ≤ 480 mg sodium per serving;[71] Purchase "low-sodium" (≤ 140 mg sodium per serving) whenever possible; or commit to implementing a sodium reduction plan for food and beverage purchases.
☐	**5**	Added sugars (including natural and artificial sweeteners) in individually portioned food items should be no more than 10% of Daily Value per serving (or 5g per serving); or commit to implementing an added sugar reduction plan for food and beverage purchases.[72]
HEALTHY FOOD SERVICE ENVIRONMENT		
☐	**6**	Healthy beverages[73] make up the majority[74] of beverage options offered. If healthy beverages account for at least 50% of beverage options offered, one point will be earned.
☐	**7**	Offer free drinking water at all meals and throughout building(s), including water fountains and refillable water bottle stations.
☐	**8**	Offer whole or minimally-processed plant-based[75] main dishes at each meal service. For institutions offering only one meal option during a meal service, provide a nutritious plant-based main dish to anyone who requests it.
HEALTH EQUITY		
☐	**9**	Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color, with the goal of increasing food security for these communities.[76]
☐	**10**	Food service patrons and employees have access to healthy meals[77] with adequate time to eat[78] during their shifts or meal time.
☐	**11**	Higher education and healthcare institutions conduct an annual survey on food insecurity.[79] Aggregate, anonymized results are shared publicly to inform strategies to address food insecurity.[80]

68 Food Service Guidelines for Federal Facilities, pages 13–14.
69 See Appendix K: Strategies and Resources for Plant-Based Menuing for examples.
70 Identified products can be fresh, frozen, canned, or dried without added sugars or high sodium content.
71 With the exception of the following foods:
- Sodium Standards for Purchased Food
- Canned and frozen seafood: ≤ 290 mg sodium per serving.
- Canned and frozen poultry: ≤ 290 mg sodium per serving.
- Sliced sandwich bread: ≤ 180 mg sodium per serving.
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas): ≤ 290 mg sodium per serving.
- Cereal: ≤ 215 mg sodium per serving.
- Canned or frozen vegetables: ≤ 290 mg sodium per serving.
- *Recommend* "reduced" sodium (per FDA definition) sauce and other condiments.
- *Recommend* purchasing cheese: ≤ 215 mg sodium per serving.

72 Institution will receive full credit for meeting the targets; institution will receive partial credit if an added sweetener reduction plan is in place.
73 To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. See Appendix A: Frequently Asked Questions for more information about the definition of a healthy beverage.
74 100% for most institutions; 75% for higher education, corrections, and healthcare.
75 See Appendix A: Frequently Asked Questions for the definition of plant-based foods.
76 See Appendix L: Implementation Guidance for Community Health and Nutrition for examples of qualifying initiatives.
77 For free or for purchase.
78 Adequate time to eat must be 20 minutes of seated time or longer.
79 For higher education, the survey includes the campus community, including students, staff, and faculty. For healthcare, the survey includes staff and patients.
80 See footnote 76.

+1 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[81] with no added sweeteners and vegetable juice is low sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <10 ounces for adults and children aged 7-18, and <4 ounces for children aged 1-6.
☐	**13**	If dairy milk is offered, dairy milk purchased is fat-free, low-fat or reduced fat dairy milk[82] with no added sweeteners (including natural and artificial sweeteners). • Where meals are served (schools, hospital patients, corrections), 100%[83] of dairy milk meets the criteria above. • Where meals are sold (cafeterias, cafes, vending), at least 75% of dairy milk meets criteria above. Low fat or nonfat options are available for other dairy products.
☐	**14**	At least 50% of grain products purchased are whole grain rich.[84]
☐	**15**	Offer minimally-processed, plant-based alternatives where dairy products are offered (milk and other dairy).[85]
☐	**16**	Develop and implement a purchasing policy and program to eliminate food additives including artificial coloring and flavoring.[86]
	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[87] 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.

81 100% fruit juice diluted with water and no added sweeteners also qualifies.
82 See Appendix A: Frequently Asked Questions for more about the types of dairy included.
83 Exceptions can be made for patient meals in hospital settings if approved by a healthcare provider.
84 See Appendix A: Frequently Asked Questions for the definition of whole grains.
85 See Appendix A: Frequently Asked Questions for more information about plant-based milk alternatives.
86 See Appendix A: Frequently Asked Questions for more information about food additives.
87 See Appendix M: Levels of Processing Definitions for the definition of ultra-processed food.



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[88] (Level 3) independent[89] family farms and ranches.

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

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

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

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

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

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

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

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

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

Continued on pg. 45

88 Sizes refer to definitions provided in the Local and Community-Based Economies value category.
89 See Appendix A: Frequently Asked Questions for the definition of independent family farm.
90 See Appendix A: Frequently Asked Questions for the definition of community-based fisheries. Verified purchases from community-based fisheries qualify for credit in this strategy, but not toward local purchasing thresholds.
91 Qualifying certifications: Small Producers Symbol, Fair for Life, Fairtrade International (coffee, sugar, and cocoa only), membership in Fair Trade Federation or World Fair Trade Organization, and coffee imported through Cooperative Coffees. Verified purchases from certified fair suppliers qualify for credit in this strategy but not toward local purchasing thresholds.

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[92] communities and entrepreneurs.[93]

Examples of qualifying initiatives include:

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

92 See footnote 1.
93 Food or monetary donations for charitable causes do not count.

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[94] species of seafood.

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

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

VALUED WORKFORCE STRATEGIES

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

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

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

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

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

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

ANIMAL WELFARE STRATEGIES

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

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

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

COMMUNITY HEALTH AND NUTRITION STRATEGIES

Make nutritional information and ingredient lists for each item available.

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

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

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

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

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

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

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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GOOD FOOD PURCHASING PROGRAM

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

EXHIBIT D

Echo Park Boathouse Café – City-owned

Equipment as of November 2022

1. HVAC Air conditioner and platform
2. Heat pump and platform
3. Vent Fan (roof)
4. Grill, diffuser
5. Air unit for commercial hood
6. Commercial hood (Captive Aire)
7. Char broiler (Star Max) with stainless steel (SS) stand
8. 4 burner range with griddle and oven (US Range)
9. SS stand, at cookline
10. Deep fryer, 2-compartment, (Dean)
11. Food prep table with self-contained refrigerator
12. Wall shelves, SS, 2 long & 2 short over 3-compartment sink; 1 over food prep sink
13. 3 compartment ware washing sink with drain boards
14. Hand washing sink
15. Food preparation sink w/ floor sink below
16. Wood shelves under front counter
17. Cup washer, built-in, front counter
18. Air curtain
19. Water Heater
20. Mop Sink, SS
21. 2-tier lockers, Qty 3
22. Wall shelves, Qty 2, SS, in water heater room
23. Mop hangers
24. Data ports under counter 2
25. Freezer, SS, 2-door upright, (True)

EXHIBIT E

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
Recreation and Parks

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

PART I – PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)	2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
	2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER

4. SEX	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER
☐M ☐F			

PART II – ACCIDENT/INJURY

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN?
			☐ YES ☐ 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.			☐ YES ☐ NO
b.			☐ YES ☐ NO
c.			☐ YES ☐ NO
d.			☐ YES ☐ 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

EXHIBIT F

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

REMITTANCE ADVICE FORM
ECHO PARK BOAT HOUSE CAFÉ

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

CONCESSIONAIRE SHALL PAY EACH MONTH

GROSS RECEIPTS PERCENTAGE	GROSS SALES	- SALES TAX	= NET SALES	x PERCENTAGE	
FOOD & BEVERAGES	$ -	$ -	$ -	4%	$ -
			$ -		$ -
TOTAL:					$ -
					$ -

ADDITIONAL FEES

UTILITIES:	Utility services of Water, Electricity, and Natural Gas under the terms of the one-year Revocable Right of Entry Permit.	$ 300.00
LATE RENT FEE: $150	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at $1.48 per $1,000 or fraction thereof of charges paid to RAP.	$ -

ADDITIONAL FEES SUBTOTAL: $ -

ADJUSTMENTS*: Explain:

_____

_____

_____ $ -

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

TOTAL AMOUNT PAID TO RAP: $ -

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

Signature: _____ Date: _____

EXHIBIT B.2

RENT CREDIT WORKSHEET
HARBOR PARK GOLF CAFÉ

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

Month/Year	Amount reported on Remittance Advice	Beginning Aug 2021: Amount allowed for rent deduction. $9,405.00	Amount of rent credit remaining
August-21	$0.00		$9,405.00
September-21	$0.00		$9,405.00
October-21	$0.00		$9,405.00
November-21	$0.00		$9,405.00
December-21	$0.00		$9,405.00
January-22	$0.00		$9,405.00
February-22	$0.00		$9,405.00
March-22	$0.00		$9,405.00
April-22	$0.00		$9,405.00
May-22	$0.00		$9,405.00
June-22	$0.00		$9,405.00
July-22	$0.00		$9,405.00
TOTAL AMOUNT DEDUCTED TO DATE:	$0.00		

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: _____ Date: 08/01/2025

Agreement/Reference: ROE - Operation and Maintenance of Echo Park Lake Cafe Concession

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 _____

● Broad Form Liquor Liability (if serving alcohol)

✔ **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: Rahulan Kathir

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.

COPY 1- Dept. Area Office or Division Head
COPY 2-Risk Management m/s 625-24

City of Los Angeles
Dept. of Recreation and Parks

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

EXHIBIT H

SEE INSTRUCTIONS ON PAGE 2

1. NAME OF FACILITY	DATE OF OCCURRENCE	TIME:	A.M.	P.M.
	08/01/2025		☐	☐

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? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

11. HOW WAS ENTRANCE GAINED?

12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME	TITLE	DATE	TIME:	A.M.	P.M.
				☐	☐

13. WAS POLICE REPORT MADE? ☐ YES ☐ NO D.R. NUMBER

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? ☐ YES ☐ NO WORK ORDER

15. PERSONS INVOLVED: ☐ WITNESS ☐ VICTIM ☐ SUSPECT

NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S
					☐ W ☐ V ☐ S

16. IF VEHICLE INVOLVED: YEAR MAKE	LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.

17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.

18. REPORT SUBMITTED BY: NAME	TITLE	DATE

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

SUMMARY

PIKNIK, a day to night cafe with something for all, serves up healthy California favorites with a Scandinavian twist!

This quick serve concept will help start your day (or afternoon) with a full Coffee Bar, Fresh Pressed Juices, Natural Wines, Adaptagens and NA cocktails to drink. The food menu is based on favorites like quiche, sandwiches, and grain bowls. Desserts include unique ice cream flavors (made in house) and fresh baked pasteries. Also, customizable **PIKNIK** baskets are perfect for improptu solo or group meet ups at the park.

Potted plants inside, and outdoor **PIKNIK** tables with colorful umbrellas are the only touches we believe this historic building needs. As long time Echo Park business owners, we're thrilled at the opportunity to bring attention and community back to the park. The team behind **PIKNIK** has over 30+ years of combined experience developing and operating successful businesses and believes this concept is really a win for everyone involved.

TEAM

Heading **PIKNIK** is Don Andes. After attaining his MBA in 2010, he purchased a run down **Little Joy Cocktails** (Echo Park) in 2012. After a 6-month renovation, which required Building & Safety, Public Health, and Alcohol Beverage Control approvals, a refreshed **Little Joy** emerged to become a neighborhood center for artists, musicians, and creatives. In 2014, he purchased a shuttered **Allumette** (Echo Park), to create **The Holloway**, another neighboor favorite, which required approvals from mulitple city/state departments. Sadly after 9 years and the challenges of the pandemic, **The Holloway** closed to make room for **The Lonely Oyster**, Andes' casual fine dining seafood raw bar/restaurant. Beyond Echo Park, Don created a westside LGBTQ+ haven, **Sorry Not Sorry** (West LA) and **Out There Bar** (29 Palms) his high-desert drinking oasis, which he also built from the ground up and therefore required numerous city/state approvals.

Don currently owns/operates 3 profitable concepts, concurrently, and has maintained "A" public health ratings, across all for 10+ years. He is very knowledgable with ABC, Public Health, and Buidling & Safety protocols and requirements. His specialties in hospitality are quick turn arounds, establishing long running profitability, and beautifying spaces that foster community and social hubs.

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

Executive Chef Dom Crisp was trained in Basque region of France and has 10+ years of developing menus, building/directing teams, and overseeing all-day concepts in localized neighborhoods. In 2021, he founded **Saso**, in the Pasadena Playhouse, which required building out from scratch in a historic landmark building. He has a foodie following and won the TV cooking show **Save The Leftovers**. He has also appeared on **Man vs Master**, **Guy's Grocery Games**, **Chopped**, and **Beat Bobby Flay**.

Beverage Director Phillip Ross brings a world of beverage experience developed through coffee, juice, wine and cocktail programs for **Asterid** (DTLA) , **Butcher's Daughter** (Venice) and **De Buena Planta** (Silverlake).

Creative/Marketing Director Jena Corbin brings 10+ years of hyper local creative/marketing experience, starting at **Taix** (Echo Park) and now with **The Lonely Oyster**, **Little Joy Cocktails**, and **Portia Street Studios** (all in Echo Park).

MARKETING

Solid marketing begins with a solid brand. **PIKNIK**'s brand is based on Niksen, a Dutch concept of "doing nothing," as a means of relieving stress. We find this ideal for a park based cafe. Customers will be prompted to grab a bite or drink, then go enjoy the park or the swan boats in their own way, at their own pace. The Niksen concept will be conveyed through fun/ casual fonts and typeset, cheeky messages and an overall upbeat casual tone.

Marketing and promoting **PIKNIK** (and also Niksen) will happen via:

On-site signage - A hand painted A frame and other signage will notify park patrons of the cafe, while also reminding them to "chill out and enjoy the park".

Word of Mouth - The best form of marketing and the most overlooked, we'll be using our extensive network of neighborhood friends, and relationships to help develop a neighborhood grassroots effort to build awareness for the brand.

Social Media - Leveraging the 25k+ followers of our sister businesses with a well funded social media campaign, we will start building interest and anticipation prior to grand opening, as we have found this successful with our other businesses. Actively creating catchy reels and sharing user generated content is a way to allow the brand to build its' own follwer base.

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

DECOR

Lots of plants will add a lively element to the space and enhance the historic nature of the Boathouse. The interior space isn't large, so an aestetic that is rather minimal and functional is the correct choice. Establishing outdoor seating on durable, weatherproof, custom **PIKNIK** tables would be ideal, with colorful umbrellas helping to add curb appeal to the existing building. Defining an inviting outdoor space is crutial to establishing the brand and building interest from those walking, jogging, and driving by daily.

FURTHER SUPPORT

We know this neighborhood, because we've been here running successful businesses for over a decade. We believe a few things are paramount to our success. We care about the neighboorhood and do our best to beautify and upkeep our buildings. It's often tough to keep up with graffiti removal and non-customer trash, but we do. We see this as the first step to developing safe and inclusive spaces for everyone to enjoy. We foster local relationships, and maintain them by simply doing what we promise. We don't aim to make money, we aim to make something that will benefit the community. Oddly, these are the exact things that make us a profitable and successful team.

We're very excited about this opportunity and hope we are selected.

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

OPERATIONAL PLAN

PIKNIK will operate 7 days/week from 9am-11pm. Beyond finding synergy with the swan boats, which operate durign the same hours, our concept was developed to attract/service customers during an extended day to night timeframe. It is possible, after determining customer demand, to open as early as 7am with minimal additional cost/effort.

MENU

The food is California quick serve, grab and go with a Scandinavian influence, but the menu concept is relates back to Niksen. **PIKNIK** isn't really a sit down restaurant. Sure they'll be tables to stop by and eat at, but it's really a place for a boat rider to grab a quick drink or snack for the ride. A walker/jogger to refuel quickly and get back on their way. It's a reason for someone to get out of their home to walk down and treat themselves (or a friend) to a bite or a cup of coffee. A good place to take your date for a glass of wine, while taking in the park at sunset, or bringing a group of friends to just "do nothing" outdoors in nature. Proposed partial menu, with estimated pricing, is attached in the addendum.

ALCOHOL BEVERAGES

PIKNIK intends to open serving beer/wine on it's first day. The Echo Park Lake Boathouse already has the needed CUP and we will apply for the required liqour license through the state Alcohol Beverage Control board. As an existing liqour license holder with a clean record, there should not be any holdup or delay to license approval.

Beyond this, all FOH staff will attain the required RBS training, so we stay in compliance.

STAFFING

We have a few capable chefs in-house, which could be shifted to lead this concept to success. Cashiers/Baristas/Beverage people will need to be hired. ALL will share busser duties, as upkeep and sanitation are paramount to fending off the rats. Having everyone dedicated to cleanliness is important for this location and our brand.

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

FINANCIAL EXPECTATIONS

Based on thoughful analysis of our other Echo Park businesses, we expect first year revenues of $1.2M and second year revenues of $1.26M. Pro Formas are attached in the Addendum.

REVENUE SHARE

With expected first year revenues of $1.2M, we believe a rent of 4% ($48,000/year or $4,000/month) is fair and reasonable, based on an approximate 1,300 sqft lease space. While this may/may not be comparable to market rents for commercial spaces in the area, the Boathouse has a number of limiting factors and substantial upfront costs to restarting a business in the space.

FINANCIAL CAPACITY

Expected startup costs are roughly $60,000 (breakdown available in the addendum). On the date of this proposal submission, Don Andes has $130k+ personal funding (cash in bank). This should well exceed any cost estimates for startup, training, through grand opening. It is expected that the busienss will start as a cash positive operation, as his other businesses have, thanks to careful planning and excellent marketing.

REFERENCES

Joaquin Reyna Donaldson - Longtime Echo Park resident/homeowner and co-owner of **Little Joy Cocktails** (Echo Park). (213)820-4485

Liz Garo - Longtime Echo Park resident/community member. Owner of **Stories** bookstore (Echo Park). (323)788-4512

Marcel Porras - Longtime Echo Park resident/community member. Chief Sustainability Officer for **LADOT**. (213)280-6922

Michael Taix - Legacy owner of **Taix French Restaurant**. (213)200-1265.

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

BREAKFAST

GRØD (vegan) 9.5
steel-cut oats, coconut cream, seasonal fruit

SKYR 9.5
yogurt, house-made granola, seasonal fruit, mint

BUTTER NUT TOAST (vegan) 10
classic danish rye, almond butter, banana, blue-berries and coconut flakes

NORDIC HEART WAFFLE 13.5
cold, heart-shaped waffle, fresh whipped cream and berry coulis

SCANDI BREKKIE 16.5
Selection of our local-made breads, whipped dill cream cheese, house-made pickles, boiled egg. Choice of: seared mushroom, pork roast, shaved roast beef, pickled herring.

PIKNIK QUICHE 14
Daily selection, while they last!

SMØRREBRØD

OPEN FACE NORDIC SANDWICH ON CLASSIC DANISH RYE

AVOCADO (vegan possible) 14
pickled onion, radish, soft herbs, seasame

MUSHROOM (vegan) 14
duxelles, seared mushroom, cashew cream, dill

TOMATO, HERB & CHEESE 17
basil, tarragon, olive oil, currant vinegar reduction on baguette

CHOPPED HERRING & APPLE 18
dill, caraway, mayonnaise, pickles

ROAST PORK 16
melted havarti cheese, carmelized fennel, lingenberry, dijonnaise on baguette

SHAVED TOP SIRLOIN 16
salted butter, horseradish aioli, pickled onion, fresh tomato, mixed herbs

EGG & FENNEL (veggie) 14
hard-boiled egg, fennel, roasted almonds, and garnished with basil mayo and sorrel

DON'T FORGET THE PASTRIES

ESPRESSO	6
FILTERED	4
COLD BREW	6
LATTE (hot/iced)	6
CHAI (hot/iced)	6
MATCHA (hot/iced)	6
SARATOGA SPRING	6
SARATOGA SPARKLING	6

FRESH PRESSED ORANGE	8
FRESH PRESSED GREENS	9
SMOOTHIE #1	14
SMOOTHIE #2	13
ADAPTAGEN ELIXER #1	12
ADAPTAGEN ELIXER #2	13
PIKNIK MOCKTAIL	10
N/A LAKESIDE SPRITZ	14

WHITE WINE	12/48
N/A WHITE WINE	14/56
ORANGE WINE	14/56
SPARKLING ROSE	15/60
N/A ROSE	14/56
BUBBLES	13/52
ICELANDIC WHITE ALE	9
NORDIC SELTZER	8

NIKSEN - noun. the practice of doing nothing as a means of relieving stress; idle activity, as staring into the trees or listening to music, with no purpose other than relaxation.

ASK ABOUT OUR CUSTOMIZABLE PIKNIK BASKETS!!!

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

PRO FORMA PROJECTIONS (YEAR 1 and 2)

PRO FORMA		Year 1	Year 2
Income			
Food Sales	60.0%	720,000	819,000
Beverage Sales	40.0%	480,000	441,000
TOTAL SALES	**100.0%**	**1,200,000**	**1,260,000**
Cost of Goods			
Food COGS	30.0%	216,000	245,700
Beverage COGS	20.0%	96,000	88,200
Merchant Fees	2.5%	12,000	11,025
TOTAL COGS	**27.0%**	**324,000**	**340,200**
GROSS PROFIT	**73.0%**	**876,000**	**919,800**
Expenses			
Payroll			
Salaries	7.5%	90,000	94,500
BOH - Hourly	5.8%	69,149	72,072
FOH - Hourly (cashier)	12.7%	91,151	95,004
FOH - Hourly (barista)	13.8%	66,006	68,796
FOH - Hourly (utility)	4.2%	50,290	52,416
Worker's Comp	1.8%	21,996	22,967
Payroll Taxes	3.4%	40,326	42,107
TOTAL PAYROLL	**35.7%**	**428,917**	**447,862**
PRIME COSTS	**62.7%**	**752,917**	**788,062**
Marketing	3.0%	36,000	36,360
OVERHEAD			
Computer / Software	0.2%	2,400	2,400
Dues & Subscriptions		1,200	1,200
Accounting	0.8%	9,000	9,000
Supplies	1.5%	18,000	18,540
Travel / Parking	0.2%	2,400	2,400
Security	3.0%	36,500	37,595
Contracted Services	0.5%	6,000	6,180
Cleaning	3.0%	36,000	37,080
TOTAL OUTSIDE SERVICES	**6.5%**	**78,500**	**80,855**
Postage / Shipping	0.0%	480	480
TOTAL OVERHEAD	9.3%	111,980	114,875
Occupancy			
Insurance	1.0%	12,000	12,480
Rent	4.0%	48,000	50,400
Pest Control	0.3%	3,000	3,000
Water & Power	1.5%	18,000	18,360
Gas	0.8%	9,000	9,180
Waste	1.2%	14,400	14,688
TOTAL UTILITIES	**3.5%**	**41,400**	**42,228**
Repairs & Maintenance	1.5%	18,000	18,900
TOTAL OCCUPANCY	**10.2%**	**122,400**	**127,008**
TOTAL EXPENSES	**59.3%**	**711,297**	**740,145**
NET OPERATING INCOME	**13.7%**	**164,703**	**179,655**

PIKNIK

HEALTHY SCANDI SNACKS FOR YOU TO NIKSEN WITH

STARTUP COSTING

Equipment & Smallwares	**33.4%**	20,000
Interior Decor	**16.7%**	10,000
Exterior Tables & Umbrellas	**8.3%**	5,000
Opening Inventory	**20.8%**	12,462
Permits & Fees	**8.2%**	4,915
Liquor License	**1.8%**	1,065
Signage	**5.0%**	3,000
Other	**5.8%**	3,500
	100.0%	59,942

RELATED BUSINESSES

THE LONELY OYSTER

instagram
website
THE OBSERVER
LA TIMES
TASTING TABLE

LITTLE JOY COCKTAILS

instagram
website
LA TIMES
THRILLIST

OUT THERE BAR

instagram
PEERSPACE
INFATUATION

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

ATTACHMENT 6

Echo Park Cafe

PIZZA

WHOLE PIE

NEW YORK "18 25

NEW HAVEN "18 25

CHICAGO TAVERN "18 25

DETROIT 8 Square

-SPECIAL 27

-HALF BRICK 29

-BRICK 31

SICILIAN 9 Square 28

Styles

Cheese
Margherita
White Pie
Pesto
Vegan Cheese
Vegan Margherita

Toppings V1 / M2

Cup Pepperoni
Flat Pepperoni
Vegan Pepperoni
Italian Sausage
Ham
Chicken
Mushroom
Olives
Red Onion
Bell Pepper
Pineapple
Spinach
Jalapeño
Garlic

ATTACHMENT 6

Echo Park Cafe

PIZZA

BY THE SLICE

NEW YORK	4/5/7
NEW HAVEN	4/5/7
CHICAGO TAVERN	4/5/7
DETROIT	4/5/7
SICILIAN	4/5/7

CHEESE/PEPPERONI/SPECIALTY

Add Toppings V.50/M1

Cup Pepperoni
Flat Pepperoni
Ham
Chicken

Mushroom
Olives
Red Onion
Bell Pepper
Pineapple

Spinach
Jalapeño
Garlic
Basil

ATTACHMENT 6

Echo Park Cafe

WINGS

6 or 12	
Traditional Bone In	12/19
Bone In Un-breaded	12/19
Boneless	10/18
Cauliflower	8

Wing Flavors

Buffalo, Nashville Hot Honey, Just Hot Honey, BBQ, Honey BBQ, Sweet Heat, Lemon Pepper, Lemon Pepper Wet Salt & Pepper, Simply Salted

Echo Park Cafe

Salad

Caesar	9
Chicken Caesar	13

Coffee

Coffee	4
Decaf	4
Espresso	3
Double Espresso	4
Latte	5

Drink

Can -Coke -Diet Coke -Coke Zero -Sprite -Dr Pepper	2
Bottle -Mexican Coke -Topo Chico	3.25
Large Bottle Coke	3.75

Dessert

Tiramisu	6
Cheese Cake	5
Cannoli	6
La Michoacana Ice Creme	2