

0150 - 13082 - 0000

T R A N S M I T T A L

TO The City Council	DATE 02/11/2026	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Various	

Proposed Concessions Agreement between the Department of Recreation and Parks and First Choice Vending Inc. for the operation and maintenance of vending machines

Approved and transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



MAYOR
(Mitch Kamin for)

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 1/12/2026	C.D. No.: Various	CAO File No.: 0150 - 13082 - 0000
Contracting Department/Bureau: Recreation and Parks		Contact: Rahulan Kathir	
Reference: Letter to the Mayor from the Board of Recreation and Park Commissioners dated August 21, 2025; referred by the Mayor on September 5, 2025			
Purpose of Contract: To operate and maintain the Department's vending machine concessions at various parks and recreation centers within the City of Los Angeles.			
Type of Contract: (X) New contract		Contract Term Dates: Five years with two five-year extension options	
Contract/Amendment Amount: Not applicable.			
Proposed amount \$ 0+ Prior award(s) \$ 0= Total \$ 0			
Source of funds: Not applicable.			
Name of Contractor: First Choice Vending, Inc.			
Address: 3235 N San Fernando Rd, Unit 1F, Los Angeles, CA 90065			
	Yes	No	N/A
1. Council has approved the purpose		x	
2. Appropriated funds are available			x
3. Charter Section 1022 findings completed	x		
4. Proposals have been requested	x		
5. Risk Management review completed	x		
6. Standard Provisions for City Contracts included	x		
7. Workforce that resides in the City: 66 %			
			N/A
8. Business Inclusion Program			x
9. Equal Benefits & First Source Hiring Ordinances	x		
10. Contractor Responsibility Ordinance	x		
11. Disclosure Ordinances	x		
12. Bidder Certification CEC Form 50	x		
13. Prohibited Contributors (Bidders) CEC Form 55	x		
14. California Iran Contracting Act of 2010			x

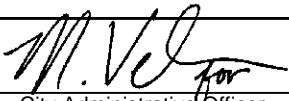
RECOMMENDATIONS

That the Council:

1. Authorize the Board of Recreation and Parks Commissioners (Board), or designee, to execute the proposed agreement between the Department of Recreation and Parks (RAP) and First Choice Vending, Inc.(Concessionaire) for the operation and maintenance of vending machine concessions at various parks and recreation centers within the City of Los Angeles, for a term of five years with two five-year extension options exercisable at the sole discretion of the RAP General Manager, subject to review and approval of the City Attorney as to form; and,
2. Instruct the Department, prior to execution of the proposed agreement, to ensure that the Concessionaire submit proof of current insurance on KwikComply that meets the minimum limits as required by the Risk Management Division, Office of the City Administrative Officer.

SUMMARY

At its August 21, 2025 meeting, the Board of Recreation and Parks Commissioners (Board) approved a proposed agreement (BR 25-149) with First Choice Vending Inc., for the operation and maintenance

<i>Anne Johnson</i>		
AIJ	Analyst	0150 - 13082 - 0000
		City Administrative Officer

of the Department's vending machine concessions at various parks and recreation centers within the City of Los Angeles. The term of the proposed agreement is for five years with two five-year extension options. A copy of the proposed agreement is included in the Department's transmittal attached to this report.

The City, through the Board and RAP, owns and operates numerous recreation facilities throughout the City. There are currently 43 vending machines serving various parks and recreation centers within the City of Los Angeles, offering beverages and snacks, including some healthy options.

In accordance with Charter Section 371(e)(10) and the Los Angeles Administrative Code Section 10.15(a)(10), the Board found that the use of competitive bidding for the services to be provided by First Choice Vending Inc. would be undesirable, impractical, or otherwise excused by common law and the City Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposal can best provide the services required by RAP for the operation and maintenance of the vending machine concessions. Therefore, rather than using the Request for Bids (RFB) process, in which a contract offer is made to the most responsible bidder whose bid conforms to all of the material terms and conditions of the RFB and is the lowest price, the Board approved the use of the Request for Proposals (RFP) process to determine the vendor that would best be able to provide the services.

On July 18, 2024, RAP released an RFP for the operation and maintenance of the vending machine concessions, offering a five-year term with two five-year extension options exercisable at the sole discretion of RAP's General Manager. The RFP required that at least 20 percent of the items within each machine be classified as Healthier Choice or Healthiest Choice options. Nutrition guidelines for Healthier Choice and Healthiest Choice items were specified in the RFP's Attachment 3 and include the availability of fresh fruits and fresh vegetables, nuts and seeds, bottled water, one hundred percent juice that contains no added sweeteners, and other healthy snacks (such as low-fat, low-sugar items). The RFP required a minimum Percentage of Gross Receipts (PGR) of 20 percent, but encouraged a higher proposed amount for additional consideration.

RAP received one proposal from First Choice Vending, Inc. on September 24, 2024. The proposal was evaluated using a two-level review process: first, whether the proposer met the administrative requirements and minimum qualifications specified in the RFP; and second, a panel comprised of City and/or non-City staff evaluated the proposal for the categories of background and experience, business plan, management and operations plan, and compensation plan. First Choice Vending, Inc. passed both levels of review and received a Level II score of 96 out of 100 possible points.

Additional terms of the agreement include that a concession fee of 25 percent of gross sales be paid to RAP. The Concessionaire will furnish, operate, and maintain credit card capable beverage and snack vending machines on a year-round basis at various locations throughout the City and provide and install all equipment to create an inviting and profitable vending concession. First Choice Vending, Inc. will stock all vending machines in accordance with all current and future RAP vending machine nutrition and environmental (if applicable) guidelines, with the goal of maximizing patron experience through high-quality and uniquely featured offerings, quality of service, and an attractive appearance. RAP reserves the right to add additional locations or remove existing locations at the sole discretion of the General Manager. All vending machines are to be in operation and accessible to the public during the normal hours and days of operation of the facility where vending machines are installed.

RAP determined, and the Board approved, that the proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b)(3) [Common sense exemption, where it can be demonstrated with certainty that there is no possibility that the activity in question may have a significant effect on the environment] of California CEQA Guidelines. The Department has filed a notice of exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation.

In accordance with Charter Section 1022, the Board found that the Department does not have sufficient and necessary personnel to undertake these specialized professional tasks, and it is necessary, feasible, and economical to secure the services by contract. The Personnel Department found that City employees do not have the expertise to perform the work.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required because the term exceeds three years. To the best of our knowledge, the Board has complied with most applicable City procedures, laws, and policies in awarding the proposed contract and First Choice Vending Inc. has complied with most standard provisions and contracting requirements for City contracts. This Office recommends that, prior to the execution of the proposed contract, the Board, or designee ensure that the Concessionaire submits proof of current insurance on KwikComply that meets the minimum limits as required by the Risk Management Division, Office of the City Administrative Officer.

FISCAL IMPACT STATEMENT

First Choice Vending, Inc. will pay RAP 25 percent of gross receipts from vending machine sales to RAP. The Department's estimated revenue from sales over the initial five-year term is \$319,172, based on projections provided by the Concessionaire. Ninety percent of the revenues from this concession agreement will be deposited into the Department of Recreation and Parks' operating fund. The remaining ten percent will be deposited into the Concessions Improvement Account. There is no additional impact on the General Fund.

The Concessionaire will submit a monthly concession fee payment and report on sales to RAP. In addition, First Choice Vending, Inc. must submit a statement of gross receipts for each individual machine as a supplemental document to the main monthly report. If the Concessionaire fails to remit any concession fee payments or other fees, charges, or payments required on time, it will be considered a material breach of the agreement. The charge for late or delinquent payments is \$150 for each month late plus interest calculated at the rate of 18 percent per year, assessed monthly, on the balance of the unpaid amount. First Choice Vending, Inc. is responsible to pay a monthly utility charge equal to \$10 per machine, as well as \$1,000 to guarantee payment of fees and as a damage deposit to be used in accordance with the provisions of the agreement.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City Financial Policies in that user charges and fees are set to support the full cost of operations for which the fees are charged.

BOARD OF COMMISSIONERS

RENATA SIMRIL
PRESIDENT

LUIS SANCHEZ
VICE PRESIDENT

**MARIE LLOYD
BENNY TRAN**

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640



KAREN BASS
MAYOR

JIMMY KIM
GENERAL MANAGER

MATTHEW RUDNICK
EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ASSISTANT GENERAL MANAGER

(213) 202-2633

August 21, 2025

Honorable Karen Bass, Mayor
City of Los Angeles
Room 303, City Hall

Dear Mayor Bass:

In accordance with Executive Directive No. 3, attached herewith for approval is the proposed Concession agreements for the operation and maintenance of the Vending Machine Concession, for a term of five years with two five-year extension options exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager, between the Department of Recreation and Parks and First Choice Vending Inc.

Also attached is Board Report No. 25-149, which was adopted by the Board of Recreation and Parks Commissioners at its Regular Meeting held on August 21, 2025. After your review and recommendation, the proposed concession agreement to First Choice Vending Inc., will be submitted to the Board for final action.

If you have any questions with regard to the proposed, please contact Rahulan Kathir, Management Analyst, Special Operations Branch, Concessions Unit, at (213) 202-5667.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Report No. 25-149

cc: Rahulan Kathir, Management Analyst, Special Operations Branch, Concessions Unit



APPROVED

August 21 2025

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-149

DATE: August 21, 2025

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VENDING MACHINE CONCESSION – APPROVAL OF AWARD AND AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE VENDING MACHINE CONCESSION TO FIRST CHOICE VENDING INC. – EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 5, SECTION 15061(b)(3) [COMMON SENSE EXEMPTION, WHERE IT CAN BE SEEN WITH CERTAINTY THAT THERE IS NO POSSIBILITY THAT THE ACTIVITY IN QUESTION MAY HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT] OF CALIFORNIA CEQA GUIDELINES

B. Aguirre BA M. Rudnick
B. Jones C. Santo Domingo
C. Stoneham N. Williams

[Signature]
General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve the award of a concession agreement to First Choice Vending Inc., for the operation and maintenance of the Vending Machine Concession, for a term of five years with two five-year extension options exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager;
2. Approve the proposed concession agreement between RAP and First Choice Vending Inc., for the operation and maintenance of the Vending Machine Concession, in substantially the form attached as Attachment 1 to this Report (Agreement), subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3 (Villaraigosa Series), the City Council, and concurrently to the City Attorney for review 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 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 for the services to be provided by First Choice Vending Inc. 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 Vending Machine Concession;
6. Find that approval of the Agreement (Project) is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061(b)(3) [Common sense exemption, where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment] of California CEQA Guidelines, and direct RAP 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;
7. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing the NOE;
8. Authorize RAP's General Manager or designee to execute the Agreement upon receipt of all necessary approvals; and
9. Authorize RAP staff to make any necessary technical changes consistent with the Board's intent in approving this report and the proposed Agreement.

SUMMARY

There are currently 43 vending machines serving various parks and recreation centers within the City of Los Angeles (Attachment 2), offering beverages and snacks, including some healthy options.

First Class Vending, Inc. is the current concessionaire, and currently operates the concession on a month-to-month basis under Right of Entry Permit No. CU-ROE 2016-07.

On July 18, 2024, RAP released an RFP (CON-F24-002) for the operation and maintenance of the Vending Machine Concession, offering a five-year term with two five-year extension options exercisable at the sole discretion of RAP's General Manager. The RFP required that at least 20% of the items within each machine be classified as Healthier Choice or Healthiest Choice options. Nutrition guidelines for Healthier Choice and Healthiest Choice items were specified in the RFP (Attachment 3). In terms of revenue share, the RFP required a minimum Percentage of Gross Receipts (PGR) of 20%, but encouraged a higher proposed amount for additional consideration.

Outreach for this RFP was conducted via: *Daily Journal* advertisement, LAPARKS.org, RAMPLA.org, and direct email to operators of similar vending operations in Southern California. Ultimately, several companies attended a mandatory pre-proposal conference for the RFP which was conducted via Zoom.

RAP received one proposal from First Choice Vending, Inc. (First Choice) on September 24, 2024. The proposal was evaluated using a two-level review process. The Level I review determined whether the proposer met the administrative requirements and minimum qualifications specified in the RFP. First Choice passed the initial assessment, qualifying them for Level II evaluation, which involved scoring the proposal using pre-determined evaluation criteria outlined in the RFP as follows:

Evaluation Criteria	Weighted Percentages
Background and Experience	20%
Business Plan	25%
Management and Operations Plan	30%
Compensation Plan	25%
Total Evaluation Weight	100%

First Choice received a Level II score of 96 out of 100 possible points.

AGREEMENT TERMS

The terms of the Agreement include the following:

- An initial five-year term, plus two five-year options.
- A Concession Fee of 25% of gross sales.
- First Choice will furnish, operate, and maintain credit card capable beverage and snack vending machines on a year-round basis at various locations throughout the City and provide and install all equipment to create an inviting and profitable vending concession.
- First Choice will stock all vending machines in accordance with all current and future RAP Vending Machine Nutrition and Environmental (if applicable) Guidelines, with the goal of maximizing patron experience through high-quality and uniquely featured offerings, quality of service, and an attractive appearance.
- RAP reserves the right to add additional locations or remove existing locations at the sole discretion of the General manager.

RAP staff did an extensive review of the business of First Choice and vetted its financials and references provided. This concessionaire has been in business for over a decade, and currently provides similar vending services to other municipalities and private companies such as The City of Pomona, Six Flags Magic Mountain, and California State University Pomona. Therefore, RAP staff recommends the award and approval of the Agreement to them.

ENVIRONMENTAL IMPACT

The proposed Project consists of approving an agreement for the installation, stocking, and maintenance of vending machines located at various RAP facilities.

Article 5, Section 15061(b)(3) of the California Environmental Quality Act (CEQA) State Guidelines exempts from CEQA activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Staff finds that the installation, stocking, and maintenance of vending machines under the Agreement cannot have any significant impact on the environment, and therefore recommends that the Board exempt the Project pursuant to Article 5, Section 15061(b)(3) of State CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT STATEMENT

The estimated revenue to RAP over the initial five-year term is \$319,172.

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

LIST OF ATTACHMENTS

- 1) Proposed Agreement for the Operation and Management of the Vending Machine Concession
- 2) List of Vending Machines
- 3) Nutrition Guidelines for Healthy Choice and Healthier Choice

ATTACHMENT 1

AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE VENDING MACHINE CONCESSION

DRAFT

TABLE OF CONTENTS

SECTION 1. DEFINITIONS.....	1
SECTION 2. PERMISSION GRANTED	2
SECTION 3. PREMISES.....	3
SECTION 4. TERM OF AGREEMENT.....	3
SECTION 5. CONCESSION FEE PAYMENT	3
SECTION 6. ADDITIONAL FEES AND CHARGES.....	5
SECTION 7. HOURS AND DAYS OF OPERATION	6
SECTION 8. OPERATING RESPONSIBILITIES.....	6
SECTION 9. PROHIBITED ACTS	12
SECTION 10. PERFORMANCE DEPOSIT.....	13
SECTION 11. TAXES, PERMITS, AND LICENSES	13
SECTION 12. ASSIGNMENT, SUBLEASE, BANKRUPTCY	14
SECTION 13. BUSINESS RECORDS.....	14
SECTION 14. REGULATIONS, INSPECTION, AND DIRECTIVES.....	15
SECTION 15. SURRENDER OF POSSESSION.....	18
SECTION 16. INDEMNIFICATION AND INSURANCE	18
SECTION 17. RATIFICATION	18
SECTION 18. NOTICE.....	19
SECTION 19. APPLICATION OF STANDARD PROVISIONS	19
SECTION 20. INCORPORATION OF DOCUMENTS.....	20

**AGREEMENT FOR THE OPERATION AND MAINTENANCE
OF THE VENDING MACHINE CONCESSION**

This Concession Agreement (hereinafter AGREEMENT), is made and entered into this _____ day of _____, 2025, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (hereinafter CITY), and FIRST CHOICE VENDING INC., (hereinafter CONCESSIONAIRE).

WHEREAS, the Department of Recreation and Parks (hereinafter RAP) seeks to serve the public by providing snack and beverage vending machine services at locations throughout the City of Los Angeles (hereinafter CONCESSION); and

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

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

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

WHEREAS, RAP solicited proposals for the operation and maintenance of the CONCESSION, to include furnishing snack food and beverage vending machines and related services to the public; and

WHEREAS, RAP evaluated one proposal which was received on September 24, 2024; and

WHEREAS, First Choice Vending Inc. was the highest-ranked proposer, and was selected to furnish snack food and beverage vending machines and related services in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, 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 RAP facilities.

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

SECTION 1. DEFINITIONS

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

AGREEMENT: This Concession Agreement consisting of Twenty (20) pages and Eleven (11) Exhibits (A-K)

BOARD: Board of Recreation and Park Commissioners

CITY:	City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners
CONCESSION:	Vending Machine Concession
CONCESSIONAIRE:	First Choice Vending, Inc.
RAP:	Department of Recreation and Parks
FACILITIES:	43 Various RAP owned locations throughout the City of Los Angeles (see Exhibit B) with opportunities for expansion.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The geographical areas, as defined in Section 3 of this AGREEMENT, in which the CONCESSIONAIRE may operate
GENERAL MANAGER:	The City of Los Angeles Department of Recreation and Parks General Manager or designee
DAA:	Designated Administrative Agency, as defined in Section 10.8.1. of the LAAC

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, CITY hereby grants to CONCESSIONAIRE, the exclusive right and obligation to provide, stock, and maintain credit card-capable snack and beverage vending machines at various locations throughout the CITY.

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

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITIES 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.

CITY reserves the right to further develop or improve PREMISES as it sees fit, without interference or hindrance by CONCESSIONAIRE.

SECTION 3. PREMISES

PREMISES (Exhibit B), or the vending machine locations, subject to this AGREEMENT will be PREMISES authorized for use by CONCESSIONAIRE at the instruction and sole discretion of GENERAL MANAGER or his/her designee.

PREMISES shall include 43 credit card-capable beverage and snack vending machines at various locations throughout the CITY. RAP reserves the right to add or remove machines at GENERAL MANAGER's sole discretion throughout the life of this AGREEMENT, provided that any such addition or removal is commercially reasonable and does not materially impair the CONCESSIONAIRE's ability to operate profitably at the location. At any time during the term of this AGREEMENT, RAP may require CONCESSIONAIRE to surrender any portion of the PREMISES. Should RAP impose such a requirement on CONCESSIONAIRE, RAP will attempt to provide CONCESSIONAIRE with equivalent substitute space.

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

SECTION 4. TERM OF AGREEMENT

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

SECTION 5. CONCESSION FEE PAYMENT

A. Payment

As part of the consideration for RAP granting the CONCESSION rights set forth, CONCESSIONAIRE shall make to RAP a monthly concession fee payment of Twenty Five Percent (25%) of monthly gross receipts of all sales. Refer to SECTION 5.C for the definition of "Gross Receipts."

B. Concession Fee Payment Due

Payment shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in the previous month. The payment and Monthly Remittance Advice Form (Section 5.D) shall be addressed to:

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

Payments may also be made by electronic deposit, which may be arranged by submitting a request to the RAP contact listed in Section 18.A.

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. Gross Receipts shall not include any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
4. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
5. The value of any merchandise, supplies, or equipment exchanged or transferred from or to CONCESSIONAIRE's other business locations where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at PREMISES;
6. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
7. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE's employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
8. Receipts from any sale where the subject of such sale, or some part thereof, is returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
9. Fair market trade-in allowance, in the event merchandise is taken in trade;
10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers; and
11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of CONCESSIONAIRE and GENERAL MANAGER.

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

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

D. Monthly Concession Fee Reports

CONCESSIONAIRE shall transmit with each payment a Monthly Gross Receipts and Concession Fee Report, also referred to as a Monthly Remittance Advice Form (Exhibit D), for the month for which a payment is submitted. CONCESSIONAIRE shall transmit a statement of gross receipts for each individual machine as a supplemental document to the Monthly Remittance Advice.

E. Late Payment Fee

Should CONCESSIONAIRE fail to remit any of the concession fee payments or any other fees, charges, or payments required on time, it shall be considered a material breach of this AGREEMENT. CITY may terminate this AGREEMENT or take such other legal action in response as it deems necessary.

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

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

SECTION 6. ADDITIONAL FEES AND CHARGES

- A. If CITY pays any sum or incurs any obligations or expense which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs, (including CITY's fifteen percent [15%] administrative overhead cost), damages, and penalties. This amount shall be added to the concession fee payment thereafter due, and each and every part of the same shall be and become additional concession fee payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the monthly concession fee payment set forth in Section 5.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.

- C. Use of PREMISES for purposes not expressly permitted herein, whether approved in writing by GENERAL MANAGER or not, may result in additional charges; however, any such use without the prior written approval of GENERAL MANAGER shall also constitute a material breach of this AGREEMENT and is prohibited.
- D. Utilities
1. CONCESSIONAIRE shall pay a monthly utility charge equal to \$10.00 per machine.
 2. CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the concession fee payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, air conditioning systems, electrical apparatus, or wires furnished to 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. 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.
 3. CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages in all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees.
 4. CONCESSIONAIRE shall use water and electricity in the most efficient manner possible. CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs.

SECTION 7. HOURS AND DAYS OF OPERATION

CONCESSIONAIRE shall ensure that all vending machines are in operation and accessible to the public during the normal hours and days of operation of the facility where vending machines are installed.

SECTION 8. OPERATING RESPONSIBILITIES

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

- A. Cleanliness
CONCESSIONAIRE shall, at its own expense, keep the vending machines and the immediately surrounding areas, within a minimum of five (5) feet, clean, sanitary, and free of graffiti at all times. CONCESSIONAIRE shall prevent any offensive or refuse matter, any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or any material detrimental to the public health, from being or accumulating upon PREMISES.
- B. Conduct
CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct business in a quiet and orderly manner to the satisfaction of RAP.
- C. Non-Discrimination
 1. CONCESSIONAIRE, in its operations at the FACILITIES, 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, disability, medical condition, marital

- status, domestic partner status, sexual orientation, or sexual identity 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 this AGREEMENT; and (2) in the construction of any improvements on, over or under 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, disability, medical condition, marital status, domestic partner status, sexual orientation, or sexual identity 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 per Section 18, CITY shall issue a written notice of breach or default to CONCESSIONAIRE. If CONCESSIONAIRE does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to CONCESSIONAIRE, terminate this AGREEMENT without further delay. CONCESSIONAIRE shall vacate the PREMISES within fourteen (14) calendar days of receiving the second written notice and CITY shall have the right to reenter and repossess said land and the facilities thereon and hold the same as if this AGREEMENT had never been executed.
 3. In addition, CONCESSIONAIRE, during the term of this 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, disability, medical condition, marital status, domestic partnership status, sexual orientation, or sexual identity. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

D. Personnel

1. Freedom from Tuberculosis
CONCESSIONAIRE shall provide GENERAL MANAGER with certificates indicating freedom from communicable tuberculosis for employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of GENERAL MANAGER.
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 CITY. All such personnel, while on or about 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 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. GENERAL MANAGER may direct CONCESSIONAIRE to remove an employee from PREMISES if said employee is found to be unsatisfactory.
3. Concession Manager
CONCESSIONAIRE shall appoint, subject to written approval by GENERAL MANAGER, a Concession Manager of CONCESSIONAIRE's operations under this AGREEMENT. If CONCESSIONAIRE elects to subcontract the management of any or all of the CONCESSION operations to a managing entity or entities, the provisions of this Section shall also apply to any such entity.

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 business.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of this AGREEMENT, the General Manager may, in his or her sole discretion, suspend this 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 GENERAL MANAGER prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers, and subcontractors shall be submitted to GENERAL MANAGER for written approval prior to any employee, volunteer, or subcontractor commencing work at 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. Each employee, volunteer, or subcontractor (including all employees or volunteers of any subcontractor) shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and 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.

E. Price Schedules and Merchandising

1. CONCESSIONAIRE shall offer for sale to the public a full range of pre-packaged snack food items and non-alcoholic beverages. Proposed menu items should reflect the needs and interests of the communities surrounding each location. **All menus must comply with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines (Exhibit J). A minimum of twenty percent (20%) of all snack food items and beverages in each machine must follow the RAP Vending Machine Healthy or Healthier Choice Nutrition Guidelines (Exhibit E).** This includes the availability of fresh fruits and fresh vegetables, nuts and seeds, bottled water, one hundred percent (100%) juice that contains no added sweeteners, and healthy snacks (low-fat, low-sugar items). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs. This 20% requirement may be changed with written approval by RAP whether such change is requested by Concessionaire or by RAP

2. CONCESSIONAIRE's merchandise and pricing shall be within CONCESSIONAIRE's discretion; however, it is subject to disapproval by GENERAL MANAGER. GENERAL MANAGER may order the removal of items or change of pricing if he or she finds that the selection of items offered is inadequate, of inferior quality, or if any prices are excessively high or low. 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 this AGREEMENT, provide GENERAL MANAGER with a list of prices for all merchandise and services. This list shall be updated whenever prices are changed.
 3. All vending machine items and services offered for sale and/or sold by CONCESSIONAIRE on PREMISES shall be of first class, high quality and must be related to the ordinary business of the CONCESSION. Items shall be 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 items shall be sold or kept for sale by CONCESSIONAIRE. All edible merchandise kept on hand shall be stored and handled with due regard for sanitation. CONCESSIONAIRE shall remove from PREMISES any article which may be rejected by the GENERAL MANAGER and shall not again offer it for sale without the written approval of GENERAL MANAGER.
 4. Prices for merchandise shall be displayed in clear view.
 5. CONCESSIONAIRE shall not sell energy drinks and alcoholic beverages.
 6. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic. CONCESSIONAIRE shall comply with the Zero Waste City Facility and Events on City Property Ordinance (Exhibit K).
 7. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.
- F. Machine Placement Records
CONCESSIONAIRE shall maintain a list of all vending machines maintained under this AGREEMENT which shall include the location of each machine. CONCESSIONAIRE must provide RAP with an updated list when any machine is added to or removed from PREMISES.
- G. Diversion of Business
CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from 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
CONCESSIONAIRE shall, at its own expense, purchase and install all equipment, furnishings, and expendables required for CONCESSION. **Each machine shall follow the RAP Vending Machine Specifications (Exhibit F).** Said equipment, furnishings, and

expendables shall remain CONCESSIONAIRE's personal property. Upon expiration or earlier termination of this AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from PREMISES and shall be allowed a period of thirty (30) 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

1. CONCESSIONAIRE shall, at all times and at its own expense, furnish all equipment, maintenance, repair, and service necessary for the proper and efficient operation of the CONCESSION on PREMISES. CONCESSIONAIRE shall keep such equipment, as well as electric panels installed by CITY, in good repair and in a clean, sanitary, and orderly condition and appearance. CITY will be responsible for utility lines and repairs exterior to PREMISES.
2. CONCESSIONAIRE shall not remove or replace equipment provided by CITY without the prior written consent of GENERAL MANAGER. If consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.
3. CITY shall not be responsible for the protection of any equipment owned by CONCESSIONAIRE. CONCESSIONAIRE may remove any equipment that it deems vulnerable to theft or vandalism, or may exercise the right to provide physical security for said equipment, specifics subject to prior written approval of GENERAL MANAGER. If equipment is vandalized, regardless of any protections that have been put in place, CONCESSIONAIRE must repair or remove that equipment within seventy-two (72) hours of being notified of the damage.
4. CONCESSIONAIRE shall maintain stocking routes to ensure that machines remain at least seventy-five percent (75%) full under normal circumstances.
5. CONCESSIONAIRE shall repair equipment and provide stocking/restocking of items within twenty-four (24) hours of any request made by RAP.
6. CONCESSIONAIRE shall provide all necessary vending machine equipment, fully stocked and operational, at a new location within seventy-two (72) hours of any request made by RAP.
7. CONCESSIONAIRE shall remove all vending machine equipment from existing locations within seventy-two (72) hours of any request made by RAP.

J. Claims for Labor and Materials

CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT 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 matter produced by CONCESSIONAIRE hereunder), against CONCESSIONAIRE's rights hereunder, or against CITY, 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 CITY property without prior written approval from GENERAL MANAGER. Certain signs and advertisements may also require the prior written approval of other agencies.

CONCESSIONAIRE shall post the credit, or as proportions of signage allow, similar credit as approved by RAP in writing:

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

RAP may require removal or refurbishment, at CONCESSIONAIRE’s expense, of any signage.

Upon the expiration or earlier termination of this AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as GENERAL MANAGER may direct, any and all signs and displays on 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.

L. Safety

CONCESSIONAIRE shall correct safety deficiencies and violations of safety practices immediately after the condition becomes known or GENERAL MANAGER notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with CITY in the investigation of accidents occurring on 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" to RAP (Exhibit H). If CONCESSIONAIRE fails to correct hazardous conditions specified by GENERAL MANAGER in a written notice, which have led, or in the opinion of CITY could lead, to injury, GENERAL MANAGER may, in addition to all other remedies which may be available to CITY, 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 CITY on demand.

M. Property Damage and Theft Reporting

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

N. Environmental Sensitivity

CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use of environmentally unsafe products on PREMISES. Items stocked on RAP property must utilize sustainable materials and packaging, such as paper, compostable materials and aluminum, instead of plastic. **The sale of individual plastic bottled water is prohibited.** Provide filtered locally sourced water to patrons free of charge or at a nominal cost along with an assortment of healthy choice beverages.

O. Fundraising And / Or Special Events Activities

CONCESSIONAIRE shall cooperate with RAP personnel on all matters relative to the conduct of fundraising and/or special events. CONCESSIONAIRE may be required to cease operations or to allow for fundraising and/or special events at the discretion of GENERAL MANAGER.

P. 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.

SECTION 9. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use PREMISES to conduct any business operations 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 PREMISES or elsewhere at the FACILITIES;
3. Do or permit to be done anything which may interfere with free access and passage in PREMISES, the public areas adjacent thereto, or in the streets or sidewalks adjoining PREMISES;
4. Do or permit to be done anything which may hinder police, fire fighting, or other emergency personnel in the discharge of their duties;
5. Interfere with the public's enjoyment and use of the FACILITIES;
6. Use PREMISES for any purpose which is not essential to the CONCESSION operations;
7. Rent, sell, lease, or offer any space for storing of any articles whatsoever within or on PREMISES without the prior written approval of RAP;
8. Overload any floor on PREMISES;
9. Place any additional lock of any kind upon any window or interior or exterior door on PREMISES;
10. Make any change in any existing door or window lock or mechanism thereof;
11. Refuse, upon the expiration or earlier termination of this AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE. In the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay CITY, on demand, the cost for replacement;
12. Do or permit to be done any act upon PREMISES which will invalidate, suspend, or increase the rate of any insurance policy required under this AGREEMENT, or carried by CITY, covering 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 this AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping, or using on or about 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;
13. 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. This provision shall not preclude CONCESSIONAIRE from bringing, keeping, or using on or about 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. All hazardous materials must be stored and used in compliance with all City, State, and Federal rules, regulations, ordinances, and laws;
14. Allow any sale by auction upon PREMISES;
15. Permit undue loitering on or about PREMISES;
16. Use PREMISES in any manner that will constitute undue waste; or,
17. Use or allow PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 10. PERFORMANCE DEPOSIT

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

- A. Form of Deposit
CONCESSIONAIRE's Deposit shall be in the form of a cashier's check payable to the order of the City of Los Angeles.
- B. 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 CITY. All deposits of checks must be immediately so deposited by RAP.
- C. Maintenance of Deposit
Deposit shall be held by CITY during the entire term of this AGREEMENT.
- D. Return of Deposit to CONCESSIONAIRE
Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by CITY in writing after the expiration or earlier termination of this AGREEMENT and any exit audits performed in conjunction with this AGREEMENT. CITY reserves the right to deduct from the Performance Deposit any amounts up to and including the full amount of the Deposit owed to CITY by CONCESSIONAIRE as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to the terms and conditions of this AGREEMENT.

SECTION 11. 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, 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 PREMISES, or upon

CONCESSIONAIRE's improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE's operations. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest." Such property interest will be subject to 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 this AGREEMENT, CONCESSIONAIRE must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by CITY's Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 12.00 *et seq.*).

SECTION 12. 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 12, 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 13. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of this 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 this 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 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 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 business 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. Any other accounting records that RAP, in its sole discretion, deems necessary for proper reporting of receipts.
- C. Method of Recording Gross Receipts
Vending machines shall have a non-resettable electronic revenue-tracking system that records the gross amount of sales in dollars and cents.
- 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 this AGREEMENT, in a form acceptable to RAP, on or before April 30th of each calendar year during the term of this 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 by RAP prior to the April 30th due date, provided that sufficient verification of the need for the extension is submitted to and accepted by RAP. The charge for late or delinquent Statements shall be One Hundred Fifty Dollars (\$150.00) per month or part thereof late.

In addition, CITY 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 fees 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 14. 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, CITY in its discretion may require CONCESSIONAIRE, without any reduction in concession fee 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 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 CITY with respect to the operation of the CONCESSION;

2. Any and all orders, directions, or conditions issued, given, or imposed by CITY with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to 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 this 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 and RAP, their authorized representatives, agents, and employees shall have the right to enter upon 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 PREMISES, evaluate CONCESSIONAIRE, and inform RAP fully as to CONCESSIONAIRE's conduct of the CONCESSION. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon 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 CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of this 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.

E. Control of Premises

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

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. Confidential treatment of consumer information; and
3. The Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of Transaction Receipts provided to Customers.

CONCESSIONAIRE further agrees to comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCIDSS).

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 this 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 this AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of this AGREEMENT:
 - a. At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notification 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, 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 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 DAA, 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 RAP'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 CITY's authority to act under this article. Under the provisions of Section 10.44.8 of the LAAC, RAP shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that CONCESSIONAIRE has violated provisions of the FSHO.

- I. Bidder Contributions – City Charter Section 470(c)(12)
CONCESSIONAIRE is subject to Charter Section 470(c)(12) and related ordinances. As

a result, CONCESSIONAIRE 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 CONCESSIONAIRE submitted its bid for this CONCESSION until twelve (12) months after this AGREEMENT is signed. CONCESSIONAIRE's principals and subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on this AGREEMENT, as well as the principals of those subcontractors, are subject to the same limitations on campaign contributions and fundraising.

- J. Zero Waste City Facility and Events on City Property Ordinance (Exhibit K) 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 CONTRACTOR for work to be performed under this AGREEMENT must include an identical provision.

SECTION 15. SURRENDER OF POSSESSION

CONCESSIONAIRE agrees to yield and deliver possession of PREMISES to CITY on the date of the expiration or earlier termination of this AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or CITY, 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 CITY and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents, or employees of CITY shall be deemed an acceptance of a surrender of PREMISES utilized by CONCESSIONAIRE under this AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of PREMISES to CITY and shall, without cost to CITY, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore 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. RAP may at its option accept all or a portion of the works, structures, or other improvements on behalf of CITY in lieu of all or a portion of the removal or restoration required herein.

SECTION 16. INDEMNIFICATION AND INSURANCE

CONCESSIONAIRE shall follow indemnification and 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 17. 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 18. NOTICES

A. To RAP

Unless otherwise stated in this AGREEMENT, written notices via post to RAP shall be addressed to:

Department of Recreation and Parks
Attention: Concessions Unit
P.O. Box 86328
Los Angeles, CA 90086-0610

Written notices via electronic mail to RAP shall be addressed to:

rahulan.kathir@lacity.org

All such notices may be delivered personally, transmitted via electronic mail, 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 email, personal delivery, or registered or certified mail shall be effective upon receipt.

RAP shall provide CONCESSIONAIRE with written notice of any address change within thirty days of the occurrence of the 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 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 with postage fully prepaid for delivery by registered or certified mail, or transmitted via electronic mail by the RAP Concessions Analyst. Service in such manner by personal delivery, registered or certified mail, or electronic mail shall be effective upon receipt.

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

First Choice Vending Inc.
Attn: Ike Kaveladze, CEO
3235 North San Fernando
Road, Unit 1F
Los Angeles, CA 90065

Written notices via electronic mail to CONCESSIONAIRE shall be addressed to:

Ike@Foodture.net

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

SECTION 19. APPLICATION OF STANDARD PROVISIONS

All provisions within the Standard Provisions for City Contracts Revision (Rev.1/25) [v.2] (Exhibit A) shall have equal force as if they were written herein.

SECTION 20. INCORPORATION OF DOCUMENTS

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

- A. Standard Provisions for City Contracts (Rev.1/25) [v.2]
- B. Vending Machines Location Listing
- C. Proposal in Response to RFP No. CON-F24-002
- D. Remittance Advice Form
- E. RAP Vending Machine Nutrition Guidelines
- F. RAP Vending Machine Specifications
- G. Form Gen. 146 – Insurance Requirements; Instructions for Submitting Proof of Insurance
- H. Form General No. 87 “Non-Employee Accident or Illness Report”
- I. Special Occurrence and Loss Report
- J. Good Food Purchasing Guidelines
- K. 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 B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K.

(Signature Page to Follow)

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

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

BY: _____ DATE: _____
JIMMY KIM
General Manager

CONCESSIONAIRE

BY: _____ DATE: _____
Title: _____

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

BY: _____ DATE: _____
BRENDAN KEARNS
Deputy City Attorney

Los Angeles Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

ATTACHMENT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	2
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor’s Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

Statutor

✓

EL

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

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: _____

City of Los Angeles Dept of Recreation and Parks List of Vending Machine Locations

5/29/2024

EXHIBIT B			
Name / Address	Mach Name	FCV#	Machine Type
Anderson Rec Center - 3980 Bill Robertson Ln, Los Angeles, California 90037	ARC Hall Coke Max 4	33055	Soda Glass Front
Anderson Rec Center - 3980 Bill Robertson Ln, Los Angeles, California 90037	ARC Hall Snack	7692	Snack
Central Services - 3900 Chevy Chase Drive, Los Angeles, California 90039	CS B/R Snack	36909	Snack
Central Services - 3900 Chevy Chase Drive, Los Angeles, California 90039	CS B/R Coke Can	24596	Drink
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Snack	3111	Snack
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Coke 20oz	22450	Drink
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Coke 20oz #2	18029	Drink
Granada Hills Rec Center - 16730 Chatsworth St., Granada Hills, California 91344	GHRC Lobby Coke 20oz	22684	Drink
Griffith Observatory - 2800 E Observatory Road, Los Angeles, California 90027	GO Empl Hall Snack	1077	Snack
Griffith Observatory - 2800 E Observatory Road, Los Angeles, California 90027	GO Empl Hall Coke 20oz	9458	Drink
Mar Vista Rec Center - 11430 Woodbine Ave., Los Angeles, California 90066	MVRC Pepsi Can	7614	Drink
North Hollywood Maint - 11430 Chandler Boulevard, North Hollywood, California 91601	NHM Yard Coke 20oz	26735	Drink
Oakwood RC - 767 California Ave., Venice, California 90291	ORC Coke 20oz	22168	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Dasani	22312	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Level 1 Elevator Coke 20oz	22313	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Level 1 Elevator Snack	17075	Snack
Poinsettia - 7341 Willoughby Avenue, Los Angeles, California 90046	Poinsettia B Ball Court Dasani	22298	Drink
Sepulveda Rec Center - 8801 Kester Avenue, Panorama City, California 91405	SRC Lobby Coke Can	9544	Drink
Sepulveda Rec Center - 8801 Kester Avenue, Panorama City, California 91405	SRC Lobby Gatorade	22689	Drink
Shatto Rec Center - 3191 West 4Th Street, Los Angeles, California 90020	SRC Outside Gatorade	6665	Drink
Shatto Rec Center - 3191 West 4Th Street, Los Angeles, California 90020	SRC Outside Coke Can	22528	Drink
Silver Lake Rec Center - 1850 West Silver Lake Drive, Los Angeles, California 90026	SLRC Outside Snack	6924	Snack
Silver Lake Rec Center - 1850 West Silver Lake Drive, Los Angeles, California 90026	SLRC Outside Coke 20oz	22464	Drink
Stoner Rec Center - 1835 Stoner Ave., Los Angeles, California 90025	SRC Outside Dasani 20oz	33854	Drink
Tarzana Rec Center - 5655 Vanalden Avenue, Tarzana, California 91356	TRC Lobby Pepsi Can	37188	Drink
Valley Plaza Rec Center - 12240 Archwood St., North Hollywood, California 91606	VPRC Lobby Snack	19917	Snack
Valley Plaza Rec Center - 12240 Archwood St., North Hollywood, California 91606	VPRC Lobby Coke 20oz	22697	Drink
Valley Reg Headquarters - 6335 Woodley Avenue, Van Nuys, California 91406	VRH B/R Powerade	29921	Drink
West Region Headquarters - 2459 Motor Ave., Los Angeles, California 90064	WRH Out Maint Coke Can	12831	Drink
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Lobby Snack	36868	Snack
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Lobby Coke 20oz	36402	Drink
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Outside Coke 20oz	36184	Drink
Whitsett Sports Center - 12460 Sherman Way, North Hollywood, California 91605	WSC Outside Gatorade	22682	Drink
Wilkinson Multipurpose Senior - 8956 Van Alden Ave., Northridge, California 91324	WMS Lobby Snack	11254	Snack
Wilkinson Multipurpose Senior - 8956 Van Alden Ave., Northridge, California 91324	WMS Lobby Pepsi Can	30106	Drink
Winnetka Rec Center - 8401 Winnetka Avenue, Winnetka, California 91306	WRC Lobby Coke Can	22607	Drink

Winnetka Rec Center - 8401 Winnetka Avenue, Winnetka, California 91306	WRC Lobby Gatorade	37567	Drink
Van Nuys / Sherman Oaks Tennis Courts-14201 Huston St, Sherman Oaks, CA 91423	Jofemar NeighborNosh Machine		Snack & Drink
Griffiths Park Shane's Inspiration Park-4730 Crystal Springs Dr, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
O'melveny Park-17300 Sesnon Blvd, Granada Hills CA 91344	Jofemar NeighborNosh Machine		Snack & Drink
Vermont Canyon Tennis-2715 N. Vermont Canyon Rd, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
Tregnan Golf Academy-4341 Griffith Park Blvd, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
Arts District Park-501 S. Hewitt St, Los Angeles CA 90013	Jofemar NeighborNosh Machine		Snack & Drink

Exhibit C
of
Concession Agreement

Proposal in Response to
RFP No. CON-F24-001
(to be submitted by Proposer)

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

**REMITTANCE ADVICE FORM
CITYWIDE MOBILE FOOD AND BEVERAGE CONCESSION**

LOCATION: _____
PERIOD COVERED: From: _____

To: _____

CATEGORY	GROSS SALES	Less	SALES TAX	Less	NO COMMISSION SALES	=	NET SALES	x	REVENUE SHARING RATE	=	AMOUNT DUE
Sales: Food and Non-Alcoholic Beverages	\$ -		\$ -		\$ -		\$ -		%		#VALUE!
	\$ -		\$ -		\$ -		\$ -				\$ -
	\$ -		\$ -		\$ -		\$ -				\$ -

Utilities: _____

Late Rent Fee: All payments are due by the 15th calendar day of each month for the previous month. \$ -

SUB-TOTAL DUE: #VALUE!

Adjustments*: Explain: _____

\$ -

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

TOTAL AMOUNT DUE: #VALUE!

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

Signature: _____

Date: _____

EXHIBIT E—RAP VENDING MACHINE

NUTRITION GUIDELINES

RAP is committed to providing healthy options to park patrons. As a result, a minimum of twenty percent (20%) of vending machine products must adhere to the following “Healthier Choice” guidelines or “Healthiest Choice” guidelines:

“Healthier Choice” Snacks:

- A snack item must contain two hundred fifty (250) calories or less per serving for adults and two hundred (200) calories or less per serving for children.
- Snack items with grains must contain at least 51% whole grains.
- No more than three hundred sixty milligrams (360 mg) of sodium per serving may be present in a snack item for adults; and no more than two hundred milligrams (200 mg) of sodium per serving may be present in a snack item for children.
- A single serving will not derive more than thirty-five percent (35%) of calories from total fat. This provision does not apply to the sale of nuts, nut butters or seeds.
- A single serving will not derive more than ten percent (10%) of the total calories from saturated fat.
- A single serving will not have more than thirty-five percent (35%) of the total weight composed of sugar. No more than ten (10) grams of sugar per serving for grain snacks. This provision does not apply to the sale of fruits or vegetables.
- A snack item must contain zero grams (0 g) of trans fat.

“Healthiest Choice” Snacks:

- A snack item must contain two hundred fifty (250) calories or less per serving for adults and two hundred (200) calories or less per serving for children.
- Snack items with grains must contain 100% whole grains.
- No more than one hundred fifty milligrams (150 mg) of sodium may be present in a snack item.
- No added fat.
- No saturated fat.

- No added sugar for all food snacks except grains; no more than six (6) grams of sugar per serving of grains. This provision does not apply to the sale of fruits or vegetables.
- A snack item must contain zero grams (0 g) of trans fat.

“Healthier Choice” Beverages:

- Fruit or vegetable-based drinks must be composed of no less than one hundred percent (100%) fruit or vegetable juice and not from concentrate with no added sweeteners and vegetable juices having no more than 23 milligrams of sodium.
- Milk must be fat free or flavored one percent (1%) low-fat.
- Non-dairy milks fortified with calcium and vitamin D (almond, soy, etc.) with less than two hundred (200) calories per container with no added flavors.
- Plain water, plain carbonated water (seltzer or sparkling).
- Unsweetened coffee or tea.

“Healthiest Choice” Beverages:

- Must be sugar and caffeine free.
- Plain water, plain carbonated water (seltzer or sparkling).
- Fruit or vegetable-based drinks must be composed of no less than one hundred percent (100%) fruit or vegetable juice and not from concentrate with no added sweeteners and vegetable juices having no more than 23 milligrams of sodium.
- Milk must be unflavored fat free or one percent (1%) low-fat.
- Unsweetened coffee or tea.

ALL HEALTHIER CHOICE AND HEALTHIEST CHOICE ITEMS are required to adhere to the CA Smart Snacks in School standards at all locations.

Beverage container requirements:

- a. Must be of a non-plastic material;
- b. Must be of aluminum, fully compostable or of hybrid materials; and,
- c. Hybrid composition should consist of a 50:50 mix of a recyclable plant based material and recycled P.E.T. materials.

EXHIBIT F—RAP VENDING MACHINE

SPECIFICATIONS

Vending machines shall:

1. Have a non-resettable electronic revenue-tracking system that records the gross amount of sales in dollars and cents;
2. At minimum, have the capability to accept cash (\$1.00 and \$5.00 bills), coins, and credit/debit card payments;
3. Have the capability to return change for money deposited;
4. Have the capability to refund any accepted payment, if so desired by patron;
5. Display a 3" X 5" sticker that states, "**This vending machine is operated as a concession for the City of Los Angeles Department of Recreation and Parks;**"
6. Prominently display a 3" X 5" sticker stating CONCESSIONAIRE's refund and/or return policy and CONCESSIONAIRE's contact information in order to facilitate refunds and/or returns;
7. Display healthy options such as water, juice, healthy activities, etc. on all exterior panels, excluding clear glass panels; subject to the approval of the General Manager, or designee;
8. Only sell approved food and beverage items. No other products shall be offered without the prior written approval of the General Manager;
9. Must be energy efficient and either be Energy Star certified or meet Energy Star criteria;
10. Machines must not be older than three years;

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

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) _____

Discovery Period _____

___ **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: _____

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
 Recreation and Parks

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

PART I – PERSONAL DATA

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

PART II – ACCIDENT/INJURY

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

PART III – WITNESSES

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

PART IV – STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V – EMPLOYEE FILING REPORT

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

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

1 NAME OF FACILITY	DATE OF OCCURRENCE	TIME	A.M.	P.M.
			<input type="checkbox"/>	<input type="checkbox"/>

2 SUBJECT OF REPORT

3 EXACT LOCATION OF OCCURRENCE

4 DESCRIBE WHAT HAPPENED ESTIMATE PROPERTY DAMAGE, IF ANY

5	ESTIMATE OF DAMAGES
---	---------------------

6 LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)				
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE	DEPT NO	SERIAL NO	APPROX VALUE

7	TOTAL
	\$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.
				<input type="checkbox"/>	<input type="checkbox"/>

11 HOW WAS ENTRANCE GAINED?

12 WHO SECURED BLDG PRIOR TO OCCURRENCE? NAME	TITLE	DATE	TIME	A.M.	P.M.
				<input type="checkbox"/>	<input type="checkbox"/>

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
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S

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

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

18. REPORT SUBMITTED BY:	NAME	TITLE	DATE
--------------------------	------	-------	------

COMMENTS

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

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

FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE

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



GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for
Food Service Institutions



CENTER FOR GOOD FOOD PURCHASING STAFF EDITORS

Alexa Delwiche, Co-Founder & Executive Director

Colleen McKinney, Associate Director

CENTER FOR GOOD FOOD PURCHASING GOVERNANCE BOARD

Paula Daniels, Co-Founder, Senior Advisor & Chair of the Board, Center for Good Food Purchasing

Allison Hagey, Counsel, BraunHagey & Borden LLP

Nathalie Laidler-Kylander, Draper Richards Kaplan Foundation

Joann Lo, Co-Director, Food Chain Workers Alliance

Monte Roulier, Co-Founder & President, Community Initiatives

Ricardo Salvador, Senior Scientist & Director, Food & Environment Program, Union of Concerned Scientists

Chuck Savitt, Founder and Senior Counselor, Island Press

Douglass Sims, Director of Strategy and Finance, Center for Market Innovation, Natural Resources Defense Council

Wood Turner, Vice President, Agriculture Capital

GRAPHIC DESIGN

Christina Bronsing-Lazalde, Real Food Media

“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:

Angela Amico, Center for Science in the Public Interest
JuliAnna Arnett, San Diego County Department of Public Health (formerly)
Sujatha Bergen, Natural Resources Defense Council
Erin Biehl, Johns Hopkins Center for a Livable Future
Brian Bowser, American Heart Association
Sarah Chang
Andrew deCoriolis, Farm Forward
Claire Fitch, Johns Hopkins Center for a Livable Future (formerly)
Kari Hamerschlag, Friends of the Earth
Christina Hecht, University of California, Division of Agriculture and Natural Resources - Nutrition Policy Institute
Carolyn Hricko, Johns Hopkins Center for a Livable Future
Jonathan Kaplan, Natural Resources Defense Council
Cat Kirwin
Julien Kraus-Polk, Friends of the Earth
Kathy Lawrence, School Food Focus (formerly)
Kerstin Lindgren, Fair World Project
Toni Liquori, School Food Focus
Bob Martin, Johns Hopkins Center for a Livable Future
Shaun Martinez, International Brotherhood of the Teamsters
Abby McGill, International Labor Rights Forum
Suzanne McMillan, American Society for the Prevention of Cruelty to Animals
Dennis Olson, United Food & Commercial Workers
Lucia Sayre, Health Care Without Harm
Juliet Sims, Prevention Institute
Gail Wadsworth, California Institute for Rural Studies
Michelle Wood, Los Angeles County Department of Public Health



REVIEWERS

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:

Shaniece Alexander Oakland Food Policy Council
Michele Beleu Oakland Food Policy Council
Jaya Bhumitra Animal Equality
Renata Brillinger The California Climate and Agriculture Network
Selene Castillo Austin Resource Recovery
Teresa Chapman Austin Resource Recovery
Jennifer Clark Los Angeles County Department of Public Health
Aiden Cohen Austin Resource Recovery
Pam Cook Tisch Food Center, Teacher's College of Columbia University
Rodger Cooley Chicago Food Policy Action Council
Nick Cooney Mercy for Animals
Rachel Dreskin Compassion in World Farming
Alexandra Emmott Oakland Unified School District
Nina Farley Compassion in World Farming
Gail Feenstra University of California, Davis Agricultural Sustainability Institute
Zachary Fleig Real Food Challenge
Liana Foxvog International Labor Rights Forum
Gillian Frye Johns Hopkins Center for a Livable Future
Dana Geffner Fair World Project
Bob Gottlieb Urban & Environmental Policy Institute
David Gould International Federation of Organic Agriculture Movements
Brennan Grayson Cincinnati Interfaith Workers Center/Cincinnati Good Food Purchasing Coalition
Dana Gunders Natural Resources Defense Council
Kenton Harmer Equitable Food Initiative
Zoe Hollomon Twin Cities Good Food Purchasing Coalition
Dena Jones Animal Welfare Institute
Neil Kaufman University of Texas at Austin Department of Housing and Food Service
Kristen Klingler Twin Cities Good Food Purchasing Coalition/City of Minneapolis Health Department
Karen Law Los Angeles Food Policy Council (formerly)
Cheryl Leahy Compassion Over Killing
Alice Lichtenstein Tufts Friedman School of Nutrition Science and Policy
Edwin Marty City of Austin Office of Sustainability
Blanca Melendrez University of California, San Diego Center for Community Health
Socheatta Meng Community Food Advocates/New York City Good Food Purchasing Coalition
Kristie Middleton Humane Society of the United States
Marley Moynahan Coalition of Immokalee Workers
Nina Mukherji Real Food Challenge
Miriam Nelson Tufts Friedman School of Nutrition Science and Policy
Erik Nicholson United Farm Workers
Peter O'Driscoll Equitable Food Initiative
Jose Oliva Food Chain Workers Alliance
Antigoni Pappas American Heart Association
Michelle Pawliger Animal Welfare Institute
Diana Robinson Food Chain Workers Alliance/New York City Good Food Purchasing Coalition
Amanda Rohlich City of Austin Office of Sustainability
Kate Seybold Twin Cities Good Food Purchasing Coalition/Minneapolis Public Schools
Bjorn Skorpen Claeson US Sweatfree Consortium
Christina Spach Food Chain Workers Alliance
Angie Tagtow United States Department of Agriculture, Center for Nutrition Policy and Promotion
Sapna Thottathil Oakland Food Policy Council
Julie Ward Los Angeles Food Policy Council, Food is Medicine Working Group
Stefanie Wilson Animal Legal Defense Fund

The Center for Good Food Purchasing is a project of Community Partners.



TABLE OF CONTENTS

- 1 REPORT PRODUCTION**
- 3 ACKNOWLEDGEMENTS**
- 7 WHY PROCUREMENT?**
- 9 GOOD FOOD PURCHASING PROGRAM® OVERVIEW**
 - Participation Commitments
 - Good Food Values
- 11 GOOD FOOD PURCHASING PROGRAM® PARTICIPATION: PHASES & KEY STEPS**
 - Good Food Purchasing Standards
 - Scoring System Overview
- 19 GOOD FOOD PURCHASING STANDARDS FOR FOOD SERVICE INSTITUTIONS**
 - Purchasing Goals: Local Economies
 - Purchasing Goals: Environmental Sustainability
 - Purchasing Goals: Valued Workforce
 - Purchasing Goals: Animal Welfare
 - Nutrition Goals
- 45 APPENDIX A**
 - Template Policy Language for Formal Good Food Purchasing Program Adoption
- 47 APPENDIX B**
 - Identifying and Prioritizing Strategies to Reduce Wasted Food & EPA Food Recovery Hierarchy
- 49 APPENDIX C**
 - Levels of Processing Definitions





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.

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies Category.

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

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

DEPENDENT 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

DEPENDENT 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 farm⁵ or cooperatively owned (or owner-operated boats for seafood)

AND

Geographic Radius

- Within 250 miles⁶

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 miles⁷

LEVEL 3²

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 miles⁸

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 footprint⁹ and water footprint¹⁰ 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 strategies¹³ 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.

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.

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

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

TARGET: YEAR 1

TARGET: YEAR 5

LEVEL 1 BASELINE

ADDITIONAL LEVEL 1 REQUIREMENTS

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 products¹⁵ 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 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 strategies²⁰ that address most wasted food items identified in audit and donate all recoverable food once per month.²¹

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}

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 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).

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

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 strategies²⁶ 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

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}

TARGET: YEAR 5

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.

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

POINTS AWARDED

3

LEVEL 3

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 Guide³¹

GRAINS

- Pesticide-free

- Food Alliance Certified

- USDA Organic; or
- Demeter Certified Biodynamic

THIRD-PARTY CERTIFICATIONS





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

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.

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

VALUED WORKFORCE

PURCHASING GOALS, CONT.

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

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 suppliers³² 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 employees³⁶; or
- Are a worker cooperative³⁷

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 labor³⁸**

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

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

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

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

	LEVEL 1	LEVEL 2	LEVEL 3
DAIRY	<ul style="list-style-type: none"> ▪ Certified Humane; or ▪ USDA Organic³⁹ 	<ul style="list-style-type: none"> ▪ PCO 100% Grassfed 	<ul style="list-style-type: none"> ▪ Animal Welfare Approved
EGGS ⁴⁰	<ul style="list-style-type: none"> ▪ Certified Humane Cage Free; or ▪ GAP Step 1, 2; or ▪ USDA Organic⁴¹ 	<ul style="list-style-type: none"> ▪ American Humane Certified Pasture Raised⁴²; or ▪ Certified Humane Free Range; or ▪ GAP Step 3 	<ul style="list-style-type: none"> ▪ Animal Welfare Approved; or ▪ Certified Humane Pasture Raised; or ▪ GAP Step 4, 5, 5+
POULTRY	<ul style="list-style-type: none"> ▪ Certified Humane; or ▪ GAP⁴³ Step 2, 3; or ▪ USDA Organic⁴⁴ 	<ul style="list-style-type: none"> ▪ Certified Humane Free Range⁴⁵ 	<ul style="list-style-type: none"> ▪ Animal Welfare Approved; or ▪ GAP Step 4, 5, 5+
BEEF	<ul style="list-style-type: none"> ▪ Approved American Grassfed Association Producer; or ▪ Certified Humane; or ▪ GAP Step 1,2; or ▪ USDA Organic⁴⁶ 	<ul style="list-style-type: none"> ▪ PCO 100% Grassfed 	<ul style="list-style-type: none"> ▪ Animal Welfare Approved; or ▪ Certified Grassfed by A Greener World; or ▪ GAP Step 4, 5, 5+
PORK	<ul style="list-style-type: none"> ▪ Certified Humane; or ▪ GAP Step 1, 2; or ▪ USDA Organic⁴⁷ 	<ul style="list-style-type: none"> ▪ Gap Step 3 	<ul style="list-style-type: none"> ▪ 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

HIGH PRIORITY

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

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 \leq 480 mg sodium per serving.⁵³ Purchase “low sodium” (\leq 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: \leq 290 mg sodium per serving;
- Canned and frozen poultry: \leq 290 mg sodium per serving;
- Sliced sandwich bread: \leq 180 mg sodium per serving;
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas): \leq 290 mg sodium per serving;
- Cereal: \leq 215 mg sodium per serving;
- Canned or frozen vegetables: \leq 290 mg sodium per serving;
- Recommend “reduced” sodium (per FDA definition) sauce and other condiments;
- Recommend purchasing cheese: \leq 215 mg sodium per serving.

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

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

1

CHECK

Items with Priority designation are worth one check per item met

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 alternative⁶¹ 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.

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.

STRATEGIES

PRIORITY

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:

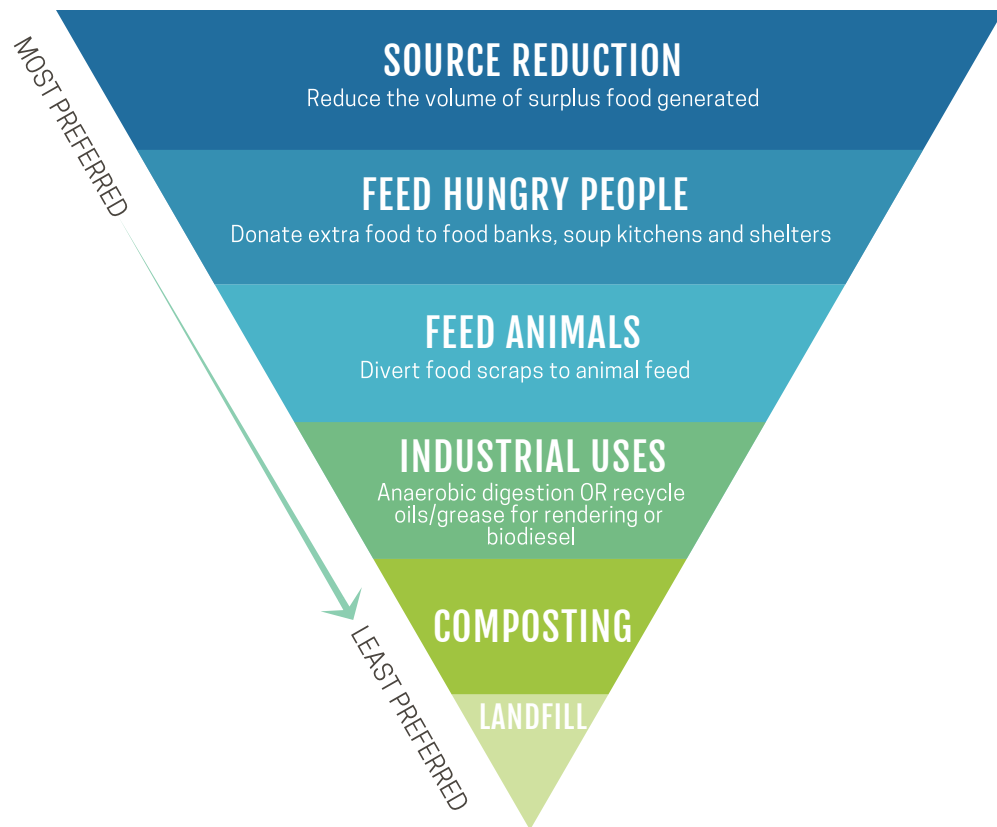
- (1)** Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.
- (2)** Submit Baseline Nutrition Assessment.
- (3)** Submit 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 REDUCTION⁶⁴

- Purchase imperfect produce
- Staff training on food waste reduction
- Daily log of kitchen food waste⁶⁵
- 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

RECOVERY⁶⁶ 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.



ORDINANCE NO. 187718

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

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

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

CHAPTER 1, ARTICLE 27

ZERO WASTE CITY FACILITIES AND EVENTS ON CITY PROPERTY

Sec. 10.53. Legislative Findings and Purpose.

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

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

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

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

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

Sec. 10.53.1. Definitions.

The following definitions shall apply throughout this article:

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

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

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

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

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

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

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

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

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

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

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

U. **“Single-use”** means Disposable.

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

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

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

1. Mandatory provisions shall include:

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

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

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

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

(d) **No Disposable Foodware.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 10.53.3. Administration.

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

Sec. 10.53.4. Application of this Article.

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

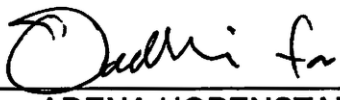
Sec. 10.53.5. Severability.

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

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

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
ADENA HOPENSTAND
Deputy City Attorney

Date 12/7/22

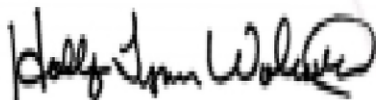
File No. 21-0064

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

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

CITY CLERK

MAYOR





Ordinance Passed December 6, 2022

Approved 12/10/2022

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

City of Los Angeles Dept of Recreation and Parks List of Vending Machine Locations

5/29/2024

ATTACHMENT 2

Name / Address	Mach Name	FCV#	Machine Type
Anderson Rec Center - 3980 Bill Robertson Ln, Los Angeles, California 90037	ARC Hall Coke Max 4	33055	Soda Glass Front
Anderson Rec Center - 3980 Bill Robertson Ln, Los Angeles, California 90037	ARC Hall Snack	7692	Snack
Central Services - 3900 Chevy Chase Drive, Los Angeles, California 90039	CS B/R Snack	36909	Snack
Central Services - 3900 Chevy Chase Drive, Los Angeles, California 90039	CS B/R Coke Can	24596	Drink
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Snack	3111	Snack
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Coke 20oz	22450	Drink
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Coke 20oz #2	18029	Drink
Granada Hills Rec Center - 16730 Chatsworth St., Granada Hills, California 91344	GHRC Lobby Coke 20oz	22684	Drink
Griffith Observatory - 2800 E Observatory Road, Los Angeles, California 90027	GO Empl Hall Snack	1077	Snack
Griffith Observatory - 2800 E Observatory Road, Los Angeles, California 90027	GO Empl Hall Coke 20oz	9458	Drink
Mar Vista Rec Center - 11430 Woodbine Ave., Los Angeles, California 90066	MVRC Pepsi Can	7614	Drink
North Hollywood Maint - 11430 Chandler Boulevard, North Hollywood, California 91601	NHM Yard Coke 20oz	26735	Drink
Oakwood RC - 767 California Ave., Venice, California 90291	ORC Coke 20oz	22168	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Dasani	22312	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Level 1 Elevator Coke 20oz	22313	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Level 1 Elevator Snack	17075	Snack
Poinsettia - 7341 Willoughby Avenue, Los Angeles, California 90046	Poinsettia B Ball Court Dasani	22298	Drink
Sepulveda Rec Center - 8801 Kester Avenue, Panorama City, California 91405	SRC Lobby Coke Can	9544	Drink
Sepulveda Rec Center - 8801 Kester Avenue, Panorama City, California 91405	SRC Lobby Gatorade	22689	Drink
Shatto Rec Center - 3191 West 4Th Street, Los Angeles, California 90020	SRC Outside Gatorade	6665	Drink
Shatto Rec Center - 3191 West 4Th Street, Los Angeles, California 90020	SRC Outside Coke Can	22528	Drink
Silver Lake Rec Center - 1850 West Silver Lake Drive, Los Angeles, California 90026	SLRC Outside Snack	6924	Snack
Silver Lake Rec Center - 1850 West Silver Lake Drive, Los Angeles, California 90026	SLRC Outside Coke 20oz	22464	Drink
Stoner Rec Center - 1835 Stoner Ave., Los Angeles, California 90025	SRC Outside Dasani 20oz	33854	Drink
Tarzana Rec Center - 5655 Vanalden Avenue, Tarzana, California 91356	TRC Lobby Pepsi Can	37188	Drink
Valley Plaza Rec Center - 12240 Archwood St., North Hollywood, California 91606	VPRC Lobby Snack	19917	Snack
Valley Plaza Rec Center - 12240 Archwood St., North Hollywood, California 91606	VPRC Lobby Coke 20oz	22697	Drink
Valley Reg Headquarters - 6335 Woodley Avenue, Van Nuys, California 91406	VRH B/R Powerade	29921	Drink
West Region Headquarters - 2459 Motor Ave., Los Angeles, California 90064	WRH Out Maint Coke Can	12831	Drink
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Lobby Snack	36868	Snack
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Lobby Coke 20oz	36402	Drink
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Outside Coke 20oz	36184	Drink
Whitsett Sports Center - 12460 Sherman Way, North Hollywood, California 91605	WSC Outside Gatorade	22682	Drink
Wilkinson Multipurpose Senior - 8956 Van Alden Ave., Northridge, California 91324	WMS Lobby Snack	11254	Snack
Wilkinson Multipurpose Senior - 8956 Van Alden Ave., Northridge, California 91324	WMS Lobby Pepsi Can	30106	Drink
Winnetka Rec Center - 8401 Winnetka Avenue, Winnetka, California 91306	WRC Lobby Coke Can	22607	Drink

Winnetka Rec Center - 8401 Winnetka Avenue, Winnetka, California 91306	WRC Lobby Gatorade	37567	Drink
Van Nuys / Sherman Oaks Tennis Courts-14201 Huston St, Sherman Oaks, CA 91423	Jofemar NeighborNosh Machine		Snack & Drink
Griffiths Park Shane's Inspiration Park-4730 Crystal Springs Dr, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
O'melveny Park-17300 Sesnon Blvd, Granada Hills CA 91344	Jofemar NeighborNosh Machine		Snack & Drink
Vermont Canyon Tennis-2715 N. Vermont Canyon Rd, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
Tregnan Golf Academy-4341 Griffith Park Blvd, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
Arts District Park-501 S. Hewitt St, Los Angeles CA 90013	Jofemar NeighborNosh Machine		Snack & Drink

ATTACHMENT 3—RAP VENDING MACHINE

NUTRITION GUIDELINES

RAP is committed to providing healthy options to park patrons. As a result, a minimum of twenty percent (20%) of vending machine products must adhere to the following “Healthier Choice” guidelines or “Healthiest Choice” guidelines:

“Healthier Choice” Snacks:

- A snack item must contain two hundred fifty (250) calories or less per serving for adults and two hundred (200) calories or less per serving for children.
- Snack items with grains must contain at least 51% whole grains.
- No more than three hundred sixty milligrams (360 mg) of sodium per serving may be present in a snack item for adults; and no more than two hundred milligrams (200 mg) of sodium per serving may be present in a snack item for children.
- A single serving will not derive more than thirty-five percent (35%) of calories from total fat. This provision does not apply to the sale of nuts, nut butters or seeds.
- A single serving will not derive more than ten percent (10%) of the total calories from saturated fat.
- A single serving will not have more than thirty-five percent (35%) of the total weight composed of sugar. No more than ten (10) grams of sugar per serving for grain snacks. This provision does not apply to the sale of fruits or vegetables.
- A snack item must contain zero grams (0 g) of trans fat.

“Healthiest Choice” Snacks:

- A snack item must contain two hundred fifty (250) calories or less per serving for adults and two hundred (200) calories or less per serving for children.
- Snack items with grains must contain 100% whole grains.
- No more than one hundred fifty milligrams (150 mg) of sodium may be present in a snack item.
- No added fat.
- No saturated fat.

- No added sugar for all food snacks except grains; no more than six (6) grams of sugar per serving of grains. This provision does not apply to the sale of fruits or vegetables.
- A snack item must contain zero grams (0 g) of trans fat.

“Healthier Choice” Beverages:

- Fruit or vegetable-based drinks must be composed of no less than one hundred percent (100%) fruit or vegetable juice and not from concentrate with no added sweeteners and vegetable juices having no more than 23 milligrams of sodium.
- Milk must be fat free or flavored one percent (1%) low-fat.
- Non-dairy milks fortified with calcium and vitamin D (almond, soy, etc.) with less than two hundred (200) calories per container with no added flavors.
- Plain water, plain carbonated water (seltzer or sparkling).
- Unsweetened coffee or tea.

“Healthiest Choice” Beverages:

- Must be sugar and caffeine free.
- Plain water, plain carbonated water (seltzer or sparkling).
- Fruit or vegetable-based drinks must be composed of no less than one hundred percent (100%) fruit or vegetable juice and not from concentrate with no added sweeteners and vegetable juices having no more than 23 milligrams of sodium.
- Milk must be unflavored fat free or one percent (1%) low-fat.
- Unsweetened coffee or tea.

ALL HEALTHIER CHOICE AND HEALTHIEST CHOICE ITEMS are required to adhere to the CA Smart Snacks in School standards at all locations.

Beverage container requirements:

- a. Must be of a non-plastic material;
- b. Must be of aluminum, fully compostable or of hybrid materials; and,
- c. Hybrid composition should consist of a 50:50 mix of a recyclable plant based material and recycled P.E.T. materials.