

0150-09951-0001

TRANSMITTALTO
The City CouncilDATE
09/06/2023

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
ALL**Proposed Agreement with Rowena Partners, LLC for the Operation and Maintenance of
the Park Center Concession at Griffith Park**

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

(Chris Thompson for)

MWS:AC:08230094c

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract


(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 07-19-23	C.D. No. All	CAO File No.: 0150-09951-0001
Contracting Department/Bureau: Recreation and Parks		Contact: Stanley Woo	
Reference: Letter to the Mayor from the Board of Recreation and Parks Commissioners dated February 2, 2023.			
Purpose of Contract: Operation and maintenance of the Park Center Food and Beverage Concession at Griffith Park.			
Type of Contract: (X) New contract () Amendment, Contract No. [C-XXXXXX]		Contract Term Dates: Ten years with one five-year renewal option	
Contract/Amendment Amount: \$0			
Proposed amount \$ 0+ Prior award(s) \$ 0 = Total \$ 0			
Source of funds: Not applicable.			
Name of Contractor: Rowena Partners, LLC, 2333 Fern Dell Drive, Los Angeles, CA 90068			
	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: %			
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. Approve and authorize the President and Secretary of the Board of Recreation and Park Commissioners to execute the proposed agreement with Rowena Partners, LLC, for the operation and maintenance of the Park Center Food and Beverage Concession at Griffith Park, for a term of 10 years with one five-year option to renew, subject to the approval of the City Attorney as to form; and,
2. Instruct the Department to incorporate the following language in the proposed agreement: "That the Contractor, a Food and Beverage Provider as defined in Los Angeles Administrative Code Section 10.53.1(K), 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; and, any subcontract entered into by Contractor for work to be performed under this proposed agreement must include an identical provision.

Andy Chen		
AC	Analyst	08230094c
		for City Administrative Officer

SUMMARY

At its February 2, 2023 meeting, the Board of Recreation and Parks Commissioners (Board) approved a proposed agreement with Rowena Partners, LLC (Concessionaire) for the operation and maintenance of the Park Center Food and Beverage Concession (Concession) at Griffith Park, located at 4730 Crystal Springs Drive, Los Angeles, California 90027. The term of the proposed agreement is for ten years upon execution, with one five-year option to renew. A copy of the proposed agreement is included in the Department's transmittal attached to this report.

On July 8, 2021, the Department of Recreation and Parks (Department) released a Request for Proposals for the Griffith Park Food and Beverage Concession, which included two locations: one at the Pony Ride, and another at Park Center. On September 8, 2021, the Department received one proposal for the Park Center location from the Concessionaire. The Department conducted a two-level review of the proposal: first, the Department reviewed the Concessionaire's background and experience, financial capacity, and compliance with City contracting procedures; and second, an evaluation panel comprised of Department staff conducted a comprehensive assessment of the Concessionaire's written proposal, and interviewed the Concessionaire. The proposal passed both levels of review, with the evaluation panel determining that the Concessionaire is well-qualified.

Under the terms of the proposed agreement, the Department grants the Concessionaire the exclusive right and obligation to sell food and beverages at the Park Center Food and Beverage Concession. Under Section 5 of the proposed agreement, the Concessionaire is responsible for utility charges associated with the Concession. Under Section 6 of the proposed agreement, the Concessionaire agrees to spend \$168,000 for capital improvement at the Concession, comprised of new construction, furniture, fixtures, equipment, and architectural and engineering upgrades. Section 8 of the proposed agreement details the compensation the Concessionaire agrees to pay the Department each month: The Concessionaire will either pay the greater of either one-twelfth of the applicable Minimum Annual Guarantee (MAG), or a percentage of gross receipts. The percentage of gross receipts is as follows: 10 percent of gross receipts on all sales of food and non-alcoholic beverages, 14 percent of gross receipts on all sales of alcohol, and 20 percent of gross receipts on all sales for birthday packages and special events.

In accordance with Charter Section 1022, the Board found that the Department does not have personnel available in its employment with sufficient time and expertise to undertake these specialized professional tasks in a timely manner, and it is more economical to secure the services by contract. The Personnel Department found that City employees do not have the expertise to perform the work.

Pursuant to 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 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 the Department for the improvement, operation, and maintenance of the Concession.

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 this proposed agreement. On January 23, 2023, the City Council approved Ordinance 187718 (Ordinance) which

added Article 27 to Chapter 1, Division 10 of the Los Angeles Administrative Code. The purpose of this Ordinance is to promote the City's zero waste policies by requiring mandatory provisions in contracts associated with the use of or operations in City facilities or on City property by food or beverage providers. The proposed agreement did not include such provisions, and this report recommends that Council instruct the Department to incorporate language referencing the relevant Administrative Code section.

FISCAL IMPACT STATEMENT

For each month of the proposed agreement, the Concessionaire will pay the City the greater of either the applicable MAG, or a percentage of gross receipts. The percentage of gross receipts is as follows: 10 percent of gross receipts on all sales of food and non-alcoholic beverages, 14 percent of gross receipts on all sales of alcohol, and 20 percent of gross receipts on all sales for birthday packages and special events. Revenues from the Concession will be deposited into the Recreation and Parks Fund.

The Department anticipates receiving \$70,000 from the Concessionaire for the first year, with incremental escalation in each subsequent year for a total of \$1,065,608 over the 10-year term.

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.

MWS:AC:08230094c

Attachment

DEPARTMENT OF RECREATION
AND PARKS

BOARD OF COMMISSIONERS

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PRESIDENT

LYNN ALVAREZ
VICE PRESIDENT

TAFARAI BAYNE
NICOLE CHASE
JOSEPH HALPER

TAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640

City of Los Angeles
California



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ASSISTANT GENERAL MANAGER

BELINDA JACKSON
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

February 2, 2023

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

Attention: Ms. Heleen Ramirez

Dear Mayor Bass:

In accordance with Executive Directive No. 3, attached herewith is a proposed Agreement between the Department of Recreation and Parks (RAP) special event venues (Concession) and Rowena Partners, LLC for a term of 10 years with one(1) five-year extension options exercisable at RAP's sole discretion.

Also attached is Board Report No. 23-036, which was adopted by the Board of Recreation and Park Commissioners at its Regular Meeting held on February 2, 2023. After your review and recommendation, the proposed Agreement will be submitted to the Board for final action.

If you have any questions with regard to the proposed Agreement, please contact Rachel Ramos, Sr. Management Analyst II, Special Operations Branch, Concessions Unit, at (213) 202-5659.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Report No. 23-036

cc: Rachel Ramos, Sr. Management Analyst II, Special Operations Branch, Concessions Unit



APPROVED

FEB 02 2023

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS

NO. 23-036

DATE: February 02, 2023

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – PARK CENTER – APPROVE AWARD AND AUTHORIZE EXECUTION OF AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE FOOD AND BEVERAGE CONCESSION; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) [INTERIOR AND EXTERIOR ALTERATIONS INVOLVING REMODELING OR MINOR CONSTRUCTION WHERE THERE BE NEGLIGIBLE OR NO EXPANSION OF USE], CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] AND CLASS 11(6) [CONSTRUCTION OR PLACEMENT OF MINOR STRUCTURES ACCESSORY TO (APPURTENANT TO) EXISTING COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL FACILITIES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301 AND 15311 OF CALIFORNIA CEQA GUIDELINES

Brenda Aguirre BA M. Rudnick _____
H. Fujita _____ C. Santo Domingo _____
B. Jackson _____ N. Williams _____


General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the award of an agreement (Agreement) to Rowena Partners, LLC. for the operation and maintenance of the Park Center Food and Beverage Concession at Griffith Park, for an initial term of ten years with one five-year extension option exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager;
2. Approve the proposed Agreement between the City of Los Angeles and Rowena Partners, LLC in substantially the form attached as Attachment 1 to this Report, subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
3. Direct the Board of Recreation and Parks Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3 (Villaraigosa Series), 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

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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 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 Park Center Food and Beverage Concession;
6. Authorize RAP's General Manager or designee to execute the proposed Agreement substantially in the form attached to this report as Attachment 1 upon receipt of all necessary approvals and to make any necessary technical changes to the Agreement consistent with the Board's intent in approving this report and proposed Agreement;
7. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1) [Interior and exterior alterations involving remodeling or minor construction where there be negligible or no expansion of use], Class 1(14) [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or facility involving negligible or no expansion of use] and Class 11(6) [Construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial or institutional facilities] of City CEQA Guidelines and Article 19, Sections 15301 and 15311 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk; and,
8. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing Notice of Exemptions.

SUMMARY

The Park Center Food and Beverage Concession at Griffith Park (Park Center) is located at 4730 Crystal Springs Drive, Los Angeles, CA 90027. It is comprised of an approximate 800 square foot building with an outdoor patio area located on the south side of the facility. The building includes a main room, featuring a service counter and windows, a small restroom and a utility room. Park Center is a popular location for many cultural events. The building is currently vacant and has not been operational for decades.

RFP PROCESS

On July 8, 2021, a Request for Proposal (RFP) was released for the Griffith Park Food and Beverage Concession, which included two locations: one at the Pony Ride and another at Park

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Center. This report requests the award of the Park Center location only; the Pony Ride location will be addressed at a later date. Advertisement of the opportunity was conducted on the Los Angeles Business Journal, on RAP's website, on the Los Angeles Business Assistance Virtual Network (LABAVN), by phone and email notifications to local businesses with similar operations and business organizations (including minority and women focused groups), and by correspondence to interested parties on a list maintained by RAP.

On September 8, 2021, RAP received one proposal for the Park Center location from Rowena Partners, LLC (Rowena). RAP reviewed the proposer's background and experience, financial capacity, and compliance with City contracting procedures to ensure conformance with the RFP's Level I requirements. The proposer passed the Level I review and advanced to Level II.

A three-member evaluation panel (Panel) consisting of RAP staff conducted Level II review, which entailed a comprehensive assessment of the company's written proposal and a virtual interview. At the conclusion of the interview, the Panel evaluated the proposer in conformance with Level II requirements and its ability to meet RAP's objectives for the concession. The five categories considered included: Background and Experience, Business Plan, Management and Operational Plan, Concession Improvement Plan, and Compensation Plan.

DISCUSSION

The RFP's primary objectives were to solicit qualified businesses that would provide:

- Food and beverage services at Park Center on a year-round basis.
- An attractive and comfortable outdoor dining experience to park patrons and the neighboring community.
- High quality offerings with minimum wait times and excellent customer service.
- Great marketing and advertising campaigns, as well as expanded services related to food and beverage to generate the highest possible revenue for the Concession and the City.
- Improvements and equipment required to create an inviting and profitable Concession.

A detailed breakdown of the criteria used to evaluate the proposer is described below:

BACKGROUND & EXPERIENCE

The RFP required proposers to have at least three years of experience in the last five years actively operating and managing a similar food and beverage business.

Rowena has over sixteen (16) years of experience providing food and beverage services, and is the current owner and operator of Trails Café, also known as the Fern Dell Refreshment Stand Concession, located in Griffith Park at 2333 Fern Dell Place, Los Angeles, CA 90068.

Rowena has been providing food and non-alcoholic beverages to patrons of Griffith Park and the

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surrounding community since 2005, and has demonstrated the ability to successfully operate a concession. The location of Trails Café had been closed for many years. Rowena (formerly The Hut, Inc.) renovated the facility and nearby restrooms and created a very popular and thriving operation. This is demonstrated by the increase in gross revenue from \$94,119 in 2006 when Rowena took over the operation, to gross revenue of \$925,760 in 2019, which was the last full year of normal pre-pandemic operations.

Rowena's references were contacted and their respective reviews were favorable. Rowena's proposal also included numerous letters of support from local community members, businesses, and organizations giving praise for their outstanding food and customer service. Trails Café has also been featured in L.A. Parents magazine and Westway magazine calling it an iconic and "must-try" location.

BUSINESS PLAN

Rowena proposed an innovative and robust business plan; offering year-round service, including all major holidays, except Christmas, with expanded summer hours. Rowena will provide all necessary equipment and furniture to successfully run a food and beverage business.

Rowena's proposed menu offerings (Attachment 2) consist of both breakfast and lunch items such as freshly brewed coffees with milk alternative options, fresh squeezed juices and smoothies, breakfast sandwiches and burritos, waffles with real maple syrup, housemade granola, deli sandwiches, housemade peanut, cashew and almond nut butters, homemade chili, salads, fresh fruit, and an array of beverages including locally brewed craft beers and California wines. The menu will also pay homage with some offered menu items such as the P22 Gingerbread cookies and the Almond Milk Shakespeare.

Rowena's proposed marketing plan includes making their presence known in the community via social media and a website that will be maintained by a dedicated social media person. Strategic signage placement in the park with directional arrows pointing to the café will also bring awareness to the concession. The placement of a mobile curbside cart to serve coffee and grab and go products in the mornings and on weekends will help to keep lines down and a community kiosk in front of the business will share café happenings, park news and upcoming community events.

Rowena proposed additional services and events which include pre-packaged picnic kits, sack lunches, and birthday parties. Rowena would also like to provide food and beverage service for coordinated events such as Shakespeare in the Park and the Haunted Hayride. Other proposed events include a movie night in the summer, science nights, and an annual pumpkin carving party where specialty menu items will be created for each of the events.

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MANAGEMENT AND OPERATIONAL PLAN

Staffing will include a manager, shift leaders, a baker, food prep person, a counter person, busser, and patio host. Rowena's proposal details an employee training program where new hires get trained on all procedures. Emphasis is given to proper expectations of attitude and behavior of staff, as well as product and technical training. Baristas will receive additional outside training to further their skills. Employees will receive performance evaluations and will also have an opportunity to be awarded with raises and promotions based on performance, tenure, and responsibility.

Rowena's proposal highly values the creation of a strong customer service relationship which includes building rapport with new and returning customers. One objective of the operational plan is to keep wait times low. Two order windows will be open during peak hours and menus will be placed in multiple locations, along with a digital QR code, so that customers can review the offerings before reaching the order window. A POS system will be used to take orders and track sales.

Rowena's proposed facility maintenance includes on-going servicing of kitchen equipment, landscaping, pest and rodent mitigation, and facility cleaning. Sustainability practices and products will be used when possible at the concession. For example, cups, utensils and straws will be compostable; recycling bins will be placed around the concession; and a compost bin will be installed.

CONCESSION IMPROVEMENT PLAN

Rowena proposed to create a classic looking café with an aesthetic of warm tones to complement the natural park setting (Attachment 3). The interior of the building will be cleared of old equipment, fixtures, and debris and will be replaced with new equipment, fixtures, materials, utilities and lighting. A pass-through window will be installed on the north wall between the kitchen service area and back prep area. A gender-neutral ADA compliant bathroom will be constructed within the current footprint of the building.

Rowena will create a new outdoor seating area to the south of the building. The seating area will be defined by a newly constructed wooden fence for a rustic feel. The perimeter of the seating area will be lined with planters of native, drought tolerant plants. Tables, chairs, and benches with umbrellas will be available for customers. Additionally, Wi-Fi will be installed at the concession for patrons' use.

Rowena has committed a minimum capital investment amount of \$168,000 (one hundred-sixty-eight thousand dollars) to implement their proposed capital improvement plan (Attachment 4).

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COMPENSATION PLAN

Compensation to RAP for the first year will be:

- Ten percent (10%) of gross receipts on all food and non-alcoholic beverages.
- Fourteen percent (14%) of gross receipts on all beer and wine
- Twenty percent (20%) of gross receipts on birthday parties and special events.

Compensation for the second year will be the greater of the above stated percentages or a Minimum Annual Guarantee (MAG) of \$36,000.

Compensation for each of years three through ten will be the greater of the above stated percentages or a MAG for the applicable year. The MAG for the applicable year will be the greater of the previous year's MAG or ninety percent (90%) of the actual paid concession fee for the previous contract year.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of interior and exterior alterations involving remodeling or minor construction where there be negligible or no expansion of use, issuance of an agreement to use an existing facility involving negligible or no expansion of use and construction and placement of minor structures accessory to (appurtenant to) existing commercial facilities.

According to the parcel profile report retrieved on August 11, 2022, this area resides in a liquefaction zone. The implementation and operation of this Project will not create conditions that could lead to liquefaction. This site is not within a coastal, methane. It is located in Griffith Park, and Historic Cultural Monument of the City of Los Angeles (HCM #942), but the site of the proposed project is not one of the contributing elements to the historic determination, therefore the transformation will not affect the historic characteristics of the park. Therefore, there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of August 11, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is located within a known historical resource (HCM #942) but will not cause a substantial adverse change in the significance the historical place.

Based in this information, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1), Class 1 (14) and Class 11(6) of City CEQA Guidelines as well as to

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Article 19, Sections 15301 and 15311 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT STATEMENT

Rowena's proposal estimates compensation to RAP of Seventy Thousand Dollars (\$70,000) for the first contract year with incremental escalation in each following year. Based on their financial projections, the total estimated concession fee paid to RAP during the ten-year term is approximately One Million, Sixty-Five Thousand, Six Hundred-Eight Dollars (\$1,065,608).

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 6: Build Financial Strength and Innovative Partnerships

Outcome No. 2: Improved management of rental facilities and concessions.

Result: The approval of this report will allow for the re-opening of a concession that will improve the park experience for park visitors and the neighboring community by providing a high quality food and beverage concession for their enjoyment, while generating revenue for the City.

This report was prepared by LaTricia Jones, Management Analyst, Special Operations Branch, Concessions Unit.

LIST OF ATTACHMENTS

- 1) Proposed Agreement for the Operation and Maintenance of the Park Center Food and Beverage Concession at Griffith Park between the City of Los Angeles and Rowena Partners, LLC.
- 2) Rowena Partners, LLC Menu and Price List
- 3) Branding, Signage and Renderings of Park Center Snack Stand at Griffith Park
- 4) Capital Improvement Plan

AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF
THE PARK CENTER FOOD AND BEVERAGE CONCESSION
AT GRIFFITH PARK

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

ROWENA PARTNERS, LLC

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**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE
PARK CENTER FOOD & BEVERAGE CONCESSION
AT GRIFFITH PARK**

THIS Agreement (hereinafter "AGREEMENT" or "CONTRACT") is made and entered into this _____ day of _____, 202_, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "CITY"), and ROWENA PARTNERS, LLC. (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing food and beverage services through its Park Center Food and Beverage Concession at Griffith Park (hereinafter "CONCESSION"); and

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

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

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

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

WHEREAS, RAP received and evaluated one (1) proposal which was received on September 8, 2021; and

WHEREAS, ROWENA PARTNERS, LLC was the only responsive proposer, and selected to provide food, beverage and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

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

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of thirty-three (33) pages and thirteen (14) exhibits (A-N) attached hereto
BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, acting by and through its Department of Recreation and Parks.
CONCESSION:	Park Center Food and Beverage Concession at Griffith Park
CONCESSIONAIRE:	Rowena Partners, LLC
FACILITY:	Griffith Park- Park Center Snack Stand Concession located at 4370 Crystal Springs Drive, Los Angeles, CA 90027
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review by the BOARD.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the CONCESSION may be operated.
RAP:	Department of Recreation and Parks
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9/22 V.1), attached hereto as "Exhibit A" and incorporated herein. The term "Contractor" in the Standard Provisions shall refer to CONCESSIONAIRE.

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the exclusive right and obligation within the CONCESSION to sell food and beverages and offer related services as approved by the GENERAL MANAGER. Beer and wine to be consumed on the PREMISES may also be offered for sale upon CONCESSIONAIRE obtaining the required permits. Designated space authorized for use and activities for the CONCESSION by the CONCESSIONAIRE is identified in Exhibit B, and shall not be used for any other purpose without the prior written consent of GENERAL MANAGER.

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

While CONCESSIONAIRE is granted the exclusive right to sell food and beverages to the general public at the CONCESSION PREMISES, this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks to the area, nor does it prohibit RAP from hiring outside caterers for RAP-hosted events which RAP may do at its sole discretion and without compensation to CONCESSIONAIRE.

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

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

CONCESSIONAIRE and CITY agree that the rights and obligations contained in this AGREEMENT does not create a tenancy or any other landlord-tenant relationship between the CITY and CONCESSIONAIRE in connection with the PREMISES.

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: 4730 Crystal Springs Drive, Los Angeles, CA 90027. The PREMISES includes an approximately 800 square foot building with an outdoor patio area located on the south side of the facility and a mobile curbside cart at a nearby location to be pre-approved by the RAP General Manager. The building includes a main room, featuring a service counter and windows, a small restroom and a utility room. The PREMISES is set forth in Exhibit B, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP. City shall deliver PREMISES to CONCESSIONAIRE in "as is" condition.

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

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall be ten years ("Initial Term") with one five-year extension option exercisable at the sole discretion of RAP's General Manager. The Initial Term shall commence on the last date of execution of this AGREEMENT ("Commencement Date"). 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 this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. Cleanliness

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with RAP's prior written approval, an enclosed area concealing the trash storage from public view. RAP will incur the cost of all garbage pick-up from the main dumpster during the term of this AGREEMENT.

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

B. Conduct

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

C. Disorderly Persons

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

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

1. CONCESSIONAIRE, in its operations at the FACILITY, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.

2. CONCESSIONAIRE agrees that in the event of breach of any of the above

nondiscrimination covenants, with proper notification as per Section 20 of this AGREEMENT, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

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

E. Personnel

1. **Freedom from Tuberculosis**

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

2. **Qualified Personnel**

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

3. **Concession Manager**

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

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

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

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

4. **Approval of Employees, Volunteers and Subcontractors**

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. CONCESSIONAIRE must have each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) who is located on site, fingerprinted and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction. In the event any employees, volunteers and/or subcontractors (including all employees and volunteers for any subcontractor) has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, CONCESSIONAIRE shall immediately remove such employee, volunteers and/or subcontractors from the PREMISES at RAP's instruction. In the event any principal or owner of CONCESSIONAIRE has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, such actions shall not be deemed a material breach of this AGREEMENT by the CONCESSIONAIRE provided that CONCESSIONAIRE has first received written notice from RAP of the alleged serious act of misconduct perpetrated by such principal or owner and CONCESSIONAIRE has thereafter had an opportunity to promptly remove such principal or owner from the entity constituting CONCESSIONAIRE pursuant to CONCESSIONAIRE'S procedures for removal of a member in accordance with its organizational documents along with removal of such principal or owner from the Premises, if applicable. In the event CONCESSIONAIRE has not removed the principal or owner within thirty (30) calendar days after receiving the written notice described above, CITY shall have the right to terminate this AGREEMENT pursuant to such breach.

F. Menu and Pricing

1. RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.
2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.
3. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages as described in CONCESSIONAIRE's Proposal (Exhibit C to this Agreement).
4. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options for food and beverages. This includes the availability of fresh fruits and fresh vegetables, 100% juice, beverages that contain at least 50% fruit juice with no added sweeteners, and providing healthy snacks as defined by the California Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(a), Subsections 2 and 3). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs. Menus must also include vegan protein entre options for those patrons following a plant-based diet. CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs.
5. CONCESSIONAIRE shall not use artificial trans-fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans-fat. CONCESSIONAIRE shall attempt to use only artificial trans-fat free prepackaged food items.
6. CONCESSIONAIRE will implement the proposed plan based on the Good Food Purchasing Program from the Los Angeles Food Policy Council as approved by RAP and shall comply with the terms of the Good Food Purchasing Program (Exhibit D). All food/beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.
7. All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class, high-quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

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

GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.

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

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

G. **Diversion of Business**

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

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

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property, except for equipment detailed in Section 6 and Exhibit G.

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

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own personal property, but not improvements or RAP property, from the PREMISES and shall be allowed a period of three (3) calendar days to complete such removal. If not removed within that period, said personal property shall become the property of RAP.

I. **Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or RAP, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by RAP, together with all of the fixtures, plate and mirror glass, appliances, countertops and kitchen cabinetry, indoor and outdoor furniture and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. RAP will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of 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 the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP property (including reports, documents, and other tangible matter produced by CONCESSIONAIRE hereunder), against CONCESSIONAIRE's rights hereunder, or against RAP, and shall pay all amounts due under the California Unemployment Insurance Code with respect to such labor.

K. **Signs and Advertisements**

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of RAP property without the prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

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

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

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

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

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

L. **Utilities**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for gas, electrical, telephone and internet/Wi-Fi services, which will be in the name of CONCESSIONAIRE. CONCESSIONAIRE must install electrical sub-meters if necessary.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental or 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, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents

from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

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

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

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

M. Vending Machines

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

N. Safety

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit F) - (see SECTION 20, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

O. Environmental Sensitivity

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

P. Fund Raising Activities

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

Q. Community Outreach

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

R. **Amplified Sound**

No amplified sound is permitted by CONCESSIONAIRE, without prior written approval from RAP. If RAP or CONCESSIONAIRE receive any noise complaints associated with any activity on the PREMISES, CONCESSIONAIRE shall take reasonable steps to mitigate such noise and provide mitigation plans to RAP within 10 business days of the initial noise complaint.

S. **Security**

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

T. **Quiet Enjoyment**

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

U. **Receipts**

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

SECTION 6. CAPITAL IMPROVEMENTS AND EQUIPMENT

CONCESSIONAIRE shall spend the following amounts on the following items for capital improvements at the CONCESSION as further detailed below in this Section 6 and as further proposed by CONCESSIONAIRE in its proposal to the RFP (Exhibit C), and as approved by RAP:

New Construction and Improvements	\$78,000
Furniture, Fixtures and Equipment	\$85,000
Architectural, Engineering	\$5,000

Total:	\$168,000

CONCESSIONAIRE shall complete the above improvements as submitted in its proposal to the RFP (Exhibit C) within six months from the Commencement Date. The One-Hundred Sixty-Eight Thousand Dollars (\$168,000) minimum investment set forth above must be spent on the capital improvements to the CONCESSION as described in CONCESSIONAIRE's proposal attached as Exhibit C ("Proposal"). In the event that the proposed dollar amount listed above is not sufficient to

complete the improvements as specified in its Proposal, CONCESSIONAIRE shall be responsible for any additional costs to complete the capital improvements as set forth in its Proposal. Paid invoices by CONCESSIONAIRE for such capital improvements shall be submitted to RAP at completion of each item of improvement for verification. In the event CONCESSIONAIRE does not spend the full amount set forth above within six months from the Commencement Date, the CONCESSIONAIRE will promptly pay the unspent difference to RAP.

A. Capital Improvements

CONCESSIONAIRE shall undertake and complete the following capital improvements as set forth in the Proposal:

CONCESSIONAIRE will be responsible for the build-out of all interior and exterior portions of the PREMISES, including the total refurbishment of the building on the PREMISES. This includes:

- Utilities, equipment, fixtures, materials, and furniture necessary to operate the CONCESSION, subject to RAP approval.
- Construction of an ADA compliant, gender neutral restroom within the current footprint of the building on the PREMISES.
- Design and furnish a new outdoor seating area.
- Installation of a Wi-Fi system that is free for CONCESSION patrons and subject to RAP specifications and approval.
- Installation of signage subject to RAP approval.
- Obtain all necessary permits

CONCESSIONAIRE shall be responsible for completing all improvements as set forth in the Proposal, according to approved plans and regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, not completed as stipulated, or not completed to the satisfaction of RAP. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in SECTION 14, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified above, or as prescribed by RAP, shall subject CONCESSIONAIRE to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit. All improvements shall become the property of RAP.

Notwithstanding the foregoing, RAP may in good faith negotiate with CONCESSIONAIRE for a reasonable reimbursement of CONCESSIONAIRE'S added expenses required to repair and paint portions of the PREMISES that contain lead paint or other hazardous materials. If agreed to by RAP, such reimbursement shall be made through credit on monthly concession fee due by CONCESSIONAIRE to CITY under this AGREEMENT. The monthly fee credit amount would consist of one-half of the monthly fee payment due, with a total maximum reimbursement amount of \$10,600, and would commence after RAP has verified that all improvements for this scope of work are completed as proposed and RAP is satisfied with quality of work; and paid invoices by

CONCESSIONAIRE for all improvements have been received and verified by RAP.

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

Improvements by CONCESSIONAIRE to the PREMISES are subject to:

1. Compliance with Applicable Rules and Regulations

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

2. Procurement of Permits and Approvals

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

3. Subcontractors

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

B. Equipment Investments

CONCESSIONAIRE shall purchase new furniture, fixtures and equipment valued at Eighty-Five Thousand Dollars (\$85,000) and listed in Exhibit G within six months of the Commencement Date. All new equipment (Exhibit G) or substitutions permitted by RAP shall become the property of RAP, and CONCESSIONAIRE shall ensure that title to all such new equipment shall be vested in RAP.

SECTION 7. HOURS / DAYS OF OPERATION

The CONCESSION must be open, weather permitting, to the public daily, including holidays or for private events, and a minimum of six (6) hours per day as required by RAP to adequately serve public demand. Hours of operation shall be in accordance with Griffith Park's operating days and hours, must be consistent, and be approved by RAP.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER.

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

SECTION 8. MINIMUM ANNUAL GUARANTEE AND MONTHLY CONCESSION FEE PAYMENT

A. Minimum Annual Guarantee

There is no Minimum Annual Guarantee (MAG) for year one of this AGREEMENT, which is the 12-month period commencing on the Commencement Date. For year two of this AGREEMENT, the MAG is Thirty-Six Thousand Dollars (\$36,000), equaling Three Thousand Dollars (\$3,000) per month. The MAG for each of the years three through ten of the AGREEMENT is the greater of the previous year's MAG or Ninety Percent (90%) of the actual concession fee paid for the previous contract year. For avoidance of doubt, the MAG for year three of this AGREEMENT shall be the greater of \$36,000 or Ninety Percent (90%) of the actual concession fee paid for the second year of this AGREEMENT. Each subsequent year's MAG shall be determined at the conclusion of the previous contract year. The MAG for years eleven through fifteen shall be negotiated if the five-year extension option is exercised.

If the total payment for a contract year is less than the concession fee payment due for that year, the difference between the actual payment received by RAP for that year and the concession fee payment that was due for that year will be due to RAP by the end of the month following that year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

B. Concession Fee Payment Calculation

As part of the consideration for RAP's granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to RAP a monthly concession fee as detailed below:

The greater of:

- One-twelfth of the applicable Minimum Annual Guarantee.

Or

- Ten percent (10%) of gross receipts on all sales of food and non-alcoholic beverages; fourteen percent (14%) of gross receipts on all sales of alcohol; and twenty percent (20%) of gross receipts on all sales for birthday party packages and/or special events such as live music nights, movie nights or themed holiday events.

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

C. Payment Due

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

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

D. Gross Receipts Defined

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

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

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

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

E. Monthly Revenue Reports

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

F. Late Payment Fee

Failure of CONCESSIONAIRE to timely pay any of the monthly concession fee payment or any other fees, charges, or payments required herein is a breach of the AGREEMENT for which RAP may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that RAP will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE agrees to pay RAP a late fee set forth below to compensate RAP for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

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

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

CONCESSIONAIRE agrees to comply with all Identity Theft Laws including without limitation, Laws related to: 1) Payment Devices; 2) Credit and Debit Card Fraud; and 3) the Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of Transaction Receipts provided to Customers. CONCESSIONAIRE also agrees to comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS). During the performance of any service to replace, install, program or update Payment Devices equipped to conduct Credit or Debit Card transactions, including PCI DSS services, CONCESSIONAIRE agrees to verify proper truncation of receipts in compliance with FACTA. CONCESSIONAIRE understands that failure to ensure proper truncation will result in the imposition of liability and defense costs that may arise out of consequent litigation.

SECTION 9. ADDITIONAL FEES AND CHARGES

- A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE

has agreed to pay or reimburse RAP, or if RAP is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the concession fee payment thereafter due hereunder, and each and every part of the same shall be and become additional concession fee payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic concession fee payment set forth in Section 8 hereof.

- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by RAP for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should RAP elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

SECTION 10. INSURANCE

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

SECTION 11. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of RAP. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

A. Interior of Premises

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

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

2. Duties:

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

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

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

C. **Correction of Conditions Leading to Damage**

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

D. **Property Damage and Theft Reporting**

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

E. Damage or Destruction to Premises

1. Partial Damage

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by RAP at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expense incurred in making such repairs.

2. Extensive Damage

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

3. Complete Destruction

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

4. Limits of RAP'S Obligation Defined

In the application of the foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such

redcoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

F. Pest Control

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

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

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

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

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of RAP. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety. CONCESSIONAIRE must abide by any Integrated Pest Management (IPM) Guidelines prescribed by, and at the discretion of, the RAP General Manager, which are available to CONCESSIONAIRE upon request.

SECTION 12. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;

3. Interfere with the public's enjoyment and use of the FACILITY or use of the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP;
5. Overload any floor in the PREMISES;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay RAP, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 8, Section 339 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
9. Allow any sale by auction upon the PREMISES;
10. Permit undue loitering on or about the PREMISES;
11. Use the PREMISES in any manner that will constitute waste;
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 13. RATIFICATION

At the request of RAP, and because of the need therefore, CONCESSIONAIRE may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution

hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with CONCESSIONAIRE for such services.

SECTION 14. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Five Thousand Dollars (\$5,000) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S Deposit shall be in the following form:

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

A. **Agreement of Deposit and Indemnity**

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

B. **Maintenance of Deposit**

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

C. **Return of Deposit to CONCESSIONAIRE**

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

SECTION 15. TAXES, PERMITS, AND LICENSES

A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

- C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (concession fee and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 16. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 16, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 17. BUSINESS RECORDS

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

A. Employee Fidelity Bonds

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

B. Cash and Record Handling Requirements

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

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other

businesses operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that RAP, in its sole discretion, deems necessary for proper reporting of receipts.

C. Method of Recording Gross Receipts

CONCESSIONAIRE must install a computerized point-of-sale (POS) system, including hardware and software, to record transactions and receipts. Such POS system must be capable of accepting credit and debit card payments; providing paper receipts to patrons; have a price display which is and shall remain at all times visible to the public; and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the POS system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased. The POS system must be able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports daily through remote communication of the systems.

D. Annual Statement of Gross Receipts and Expenses

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to RAP, on or before April 30th, of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. An extension may be granted in writing, prior to the April 30th due date, by RAP, provided sufficient verification of the need for the extension is provided, as accepted by RAP's General Manager or his designee. The charge for late or delinquent Statements shall be One Hundred Dollars (\$100.00) per month or part thereof late.

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

CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 18. REGULATIONS, INSPECTION, AND DIRECTIVES

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

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

B. Conformance with Laws

CONCESSIONAIRE shall comply with:

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

C. Permissions

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

D. Right of Inspection and Access to Concession

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

for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

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

E. Control of Premises

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

F. Business Inclusion Program

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

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

G. First Source Hiring Ordinance

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

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

the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

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

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

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

H. CEC Form 50

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

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

CONCESSIONAIRE who submitted a response to the RFP 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 it submitted its response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The 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 also subject to the same limitations on campaign contributions and fundraising.

I. CEC Form 55

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

SECTION 19. SURRENDER OF POSSESSION

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

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

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

SECTION 20. NOTICES

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

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

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

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

B. To CONCESSIONAIRE:

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

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

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

ROWENA PARTNERS, LLC
Attn: Mario Petralia
2333 Fern Dell Drive
Los Angeles, CA 90068

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

SECTION 21. INCORPORATION OF DOCUMENTS

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

- A. Standard Provisions for City Contracts (Rev. 9/22 V.1)
- B. Concession Premises Map
- C. Proposal submitted by CONCESSIONAIRE
- D. Good Food Purchasing Program (Rev. 9/17)
- E. City-Owned Equipment List
- F. Form General No. 87 "Non-Employee Accident or Illness Report"
- G. New Equipment to be Purchased by Concessionaire
- H. Monthly Revenue Report
- I. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- J. Special Occurrence and Loss Report
- K. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- L. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- M. Schedule C, Final Subcontracting Report
- N. CEC Form 50

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K, 13) Exhibit L, and 14) Exhibit M.

(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
ROWENA PARTNERS, LLC

BY: _____ DATE: _____

Title: _Manager_____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

BY: _____ DATE: _____

Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from 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 Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

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

General Liability

☐ Products/Completed Operations☐ 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 _____☐ _____

Pollution Liability

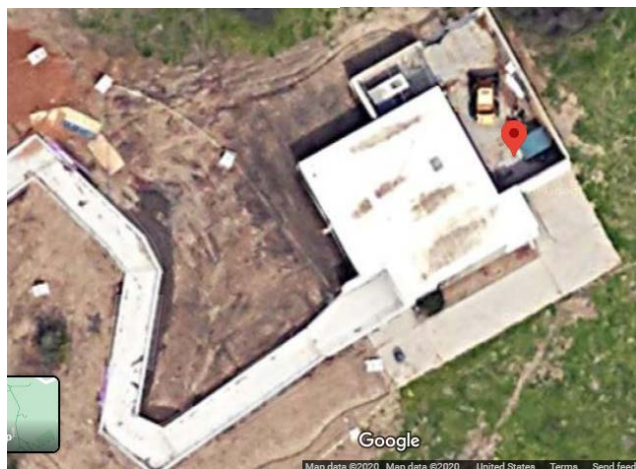
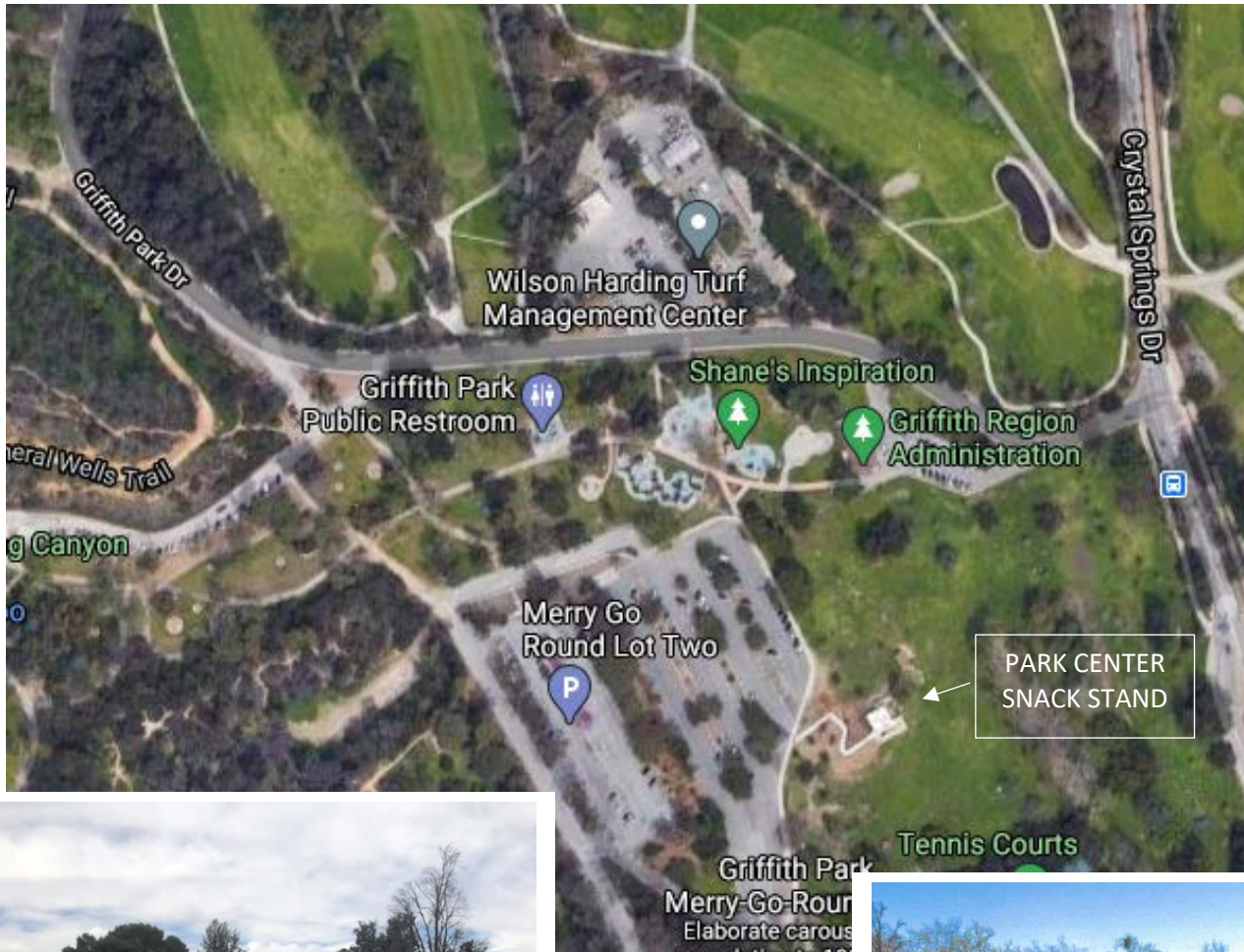
☐

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

Crime Insurance

Other: _____

GRIFFITH PARK - CENTER PARK



The
OUTSIDE
Inn

Branding
Main Logo

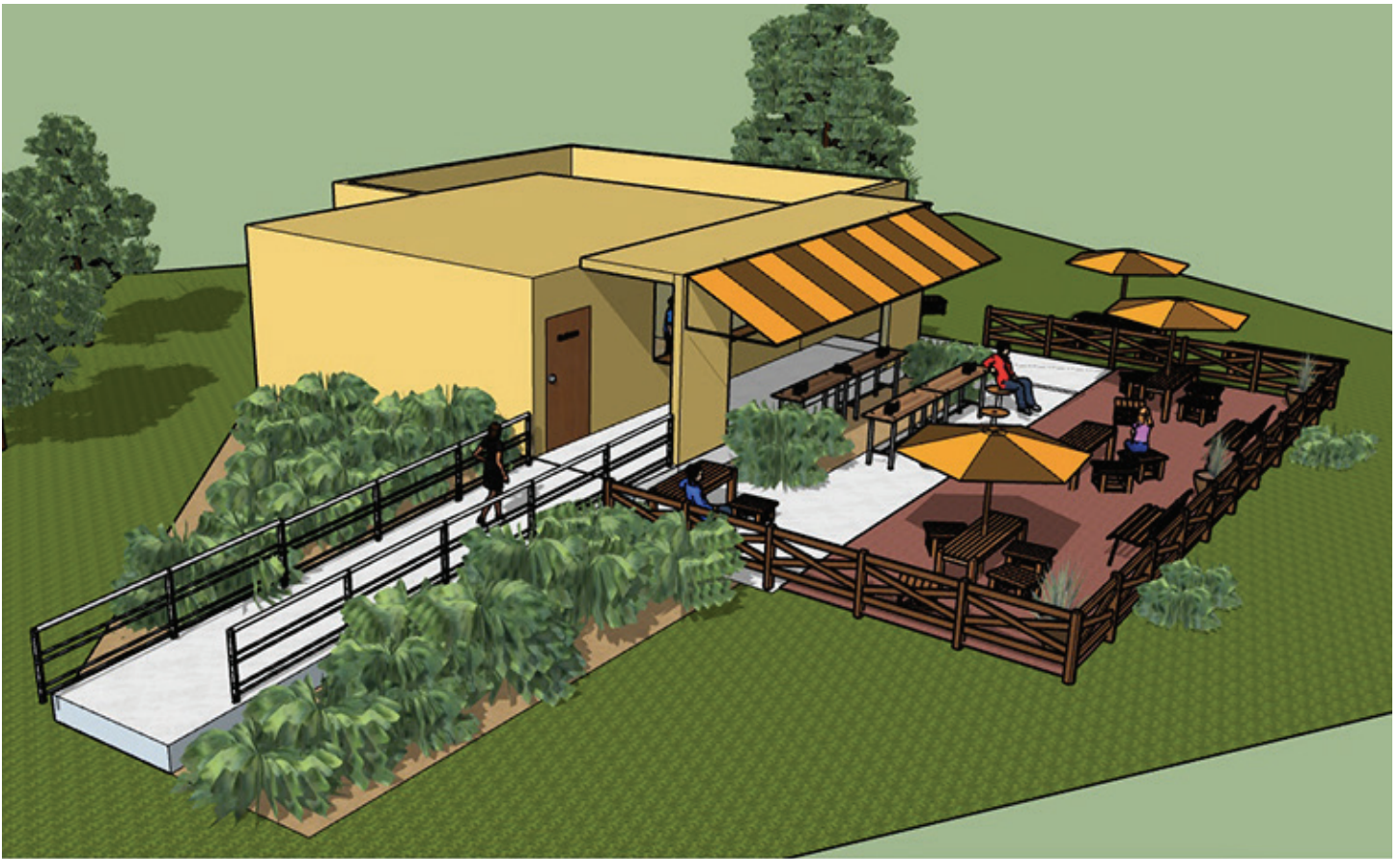


Identification Marker

Intersection Signage



Identification Marker
Main Parking Lot Signage



Location Rendering
View 1



Location Rendering
View 2



Location Rendering
View 3



Location Rendering
View 4

MENU

Good Morning

COFFEE

FRESH BREWED LIGHT ROAST, 12OZ	4
CAFE DE OLLA, 16OZ	5.5
COLD BREW, 16OZ	5.5

AMERICANO

HOT, 12OZ	4
ICED, 16OZ	4
CAPPUCCINO, 8OZ	4

LATTE

HOT, 12OZ	5
ICED, 16OZ	5
ADD VANILLA5

MOCHA

HOT, 12OZ	5.5
ICED, 16OZ	6

CHAI LATTE

HOT, 12OZ	\$5
ICED, 16OZ	5.5
MAKE IT DIRTY	\$2

MATCHA LATTE

HOT, 12OZ	5
ICED, 16OZ	5.5

MILK ALTERNATIVES

SOY75
OAT75
HOUSEMADE ALMOND MILK SWEETENED WITH DATES	2
HOUSEMADE HORCHATA	2

The
OUTSIDE
Inn

MENU

Good Morning

FRESH SQUEEZED JUICES

ORANGE JUICE, 16OZ	5
GREEN JUICE - CUCUMBER, CELERY, SPINACH, KALE, APPLE AND LEMON, 16OZ	5.5

SMOOTHIES

CHOOSE YOUR BASE- ORANGE JUICE, SOY MILK, OAT MILK, HOUSE ALMOND, 16OZ	7
CHOOSE YOUR FRUITS - BANANA, STRAWBERRY, BLUEBERRY, PINEAPPLE, KIWI, MANGO	

THE ALMOND MILK SHAKESPEARE

HOUSE ALMOND MILK, DATES, BANANA, 16OZ	9
ADD HOUSEMADE PEANUT BUTTER	1

BREAKFAST

BREAKFAST BURRITO - EGGS, SEASONED BLACK BEANS, COTIJA CHEESE, PICO DE GALLO	9
VEGAN - SCRAMBLED TOFU, SEASONED BLACK BEANS, AVOCADO, PICO DE GALLO	8

BAGEL EGG SANDWICH - EGG, HOUSE TOMATO JAM, GOAT CHEESE, ARUGULA	9
(GRAB N GO)	

WAFFLES - WITH REAL MAPLE SYRUP	8
WITH FRESH FRUIT FRUIT	9.5
WITH HOUSEMADE WHIP CREAM	9

HOUSEMADE GRANOLA - WITH FRUIT AND ORGANIC NONFAT YOGURT	8.5
*CAN SUBSTITUTE YOGURT FOR ANY MILK	

FRESH FRUIT SALAD - MIXED SEASONAL FRUIT	5
--	---

FRESH BAKED GOODS - MUFFINS, BAGELS, BUTTERMILK BISCUITS	4-6
ADD JAM, BUTTER, CREAM CHEESE	

BISCUIT SANDWICH - WITH REAL SAUSAGE	9
WITH VEGGIE SAUSAGE	9

TOAST WITH AVOCADO	8
TOAST WITH ALMOND BUTTER AND BANANA	8

THE INN GRANOLA BAR - HOUSE MADE, VEGAN AND GLUTEN FREE	4
---	---

The
OUTSIDE
Inn

MENU

Later In The Day

DELI SANDWICHES ON FRESH BREAD (GRAB N GO) 3 SELECTIONS MADE FRESH DAILY (2 MEAT 1 VEGGIE)	8
PBJ HOUSEMADE PEANUT, CASHEW AND ALMOND NUT-BUTTER AND, LOCAL STRAWBERRY JAM, SWEET WHEAT BREAD	7
GRILLED CHEESE SANDWICH 2 SELECTIONS TO CHOOSE FROM	7-8
THE CLASSIC - THE FAMOUS 'TRAILS AVOCADO SANDWICH'.....	10.5
CEMITA TORTA - CRISPY CHICKEN, BLACK BEANS, AVOCADO, OAXACAN CHEESE, RED ONION, SOFT BUN	10.5
SAUSAGES / HOT DOGS - CLASSIC AND GOURMET ON FRESH BAKED ROLLS MEAT OR VEGETARIAN WITH HOUSEMADE SAUCES AND MUSTARDS	8
HOMEMADE CHILI - MEAT OR VEGETARIAN WITH HOUSEMADE CORNBREAD	10
MAC AND CHEESE	8
MAC AND CHILI	10
THE INN SALAD (GRAB N GO BUT ALTERATIONS AVAILABLE) SPINACH, ARUGULA, STRAWBERRIES, GOAT CHEESE, SLICED ALMONDS, AVOCADO, HOUSEMADE BALSAMIC VINAIGRETTE	10
SIDES	
FRENCH FRIES WITH FRESH HERBS, SERVED WITH GARLIC AIOLI AND HOUSE TOMATO JAM	5
SIDE SALAD- CHOICE OF DRESSING	6
FRUIT SALAD-MIXED SEASONAL FRUIT	5

The
OUTSIDE
Inn

MENU

Sweets

HOUSEMADE PIES - APPLE, AND ROTATING SEASONAL FRUITS,	7
STRAWBERRY, RHUBARB, PEACH, PUMPKIN, PECAN	
ADD SOFT SERVE	2
COOKIES - LAVENDER SHORTBREAD, VEGAN PEANUT BUTTER, CHOCOLATE CHIP	3.5
CHURROS - CINNAMON SUGAR, OREO (PACK OF 3)	5
SOFT SERVE ICE CREAM- MEXICAN CHOCOLATE, VANILLA, ORANGE, 50/50	4
DRUM - CIRCLE STICK	5.5
SOFT SERVES WITH NUTS AND A CHOCOLATE SHELL	5
MILKSHAKES - CHOCOLATE STOUT, CAFE LATTE, COOKIES AND CREAM	8
MORE BEVERAGES	
HOUSEMADE LEMONADE, 16OZ	4.5
WITH STRAWBERRY	4.75
HOUSEMADE AQUA FRESCAS, 16OZ	5.5
- FRUIT, JAMAICA, HORCHATA	
FRESH BREWED ICED TEA, 16OZ.....	4.25
BLACK, GREEN, HERBAL	
BEER AND WINE	
4 LOCALLY BREWED CRAFT BEERS AND 2 BIGGER BRANDS ON TAP, 16OZ	8
SMOG CITY - (SABRE-TOOTHED SQUIRREL IPA)	
EAGLE ROCK BREWERY - (AMWOLF PILSNER)	
LOS ANGELES ALE WORKS - (DEAD COWBOY LAGER)	
THREE WEAVERS - INGLEWOOD (EXPATRIATE)	
STELLA ARTOIS	
MODELO ESPECIAL	
CALIFORNIA WINES - A HOUSE RED AND WHITE, 2 SEASONALLY CURATED, GLASS	12

"GET OUT OF TOWN FOR LUNCH"

The
OUTSIDE
Inn



AVENTURAS FOREST SCHOOL

1370 N St Andrews Pl | Los Angeles, CA 90028 | aventurasforestschool.org

September 7, 2021

Letter of Support for The Trails Cafe

Dear Department of Recreation and Parks Concession,

I am the Co-Founder and Director of Aventuras Forest School, a small 100% outdoors Spanish immersion educational program serving children ages 2-5. We spend a great deal of time in Griffith Park, especially Fern Dell. We make frequent use of The Trails Cafe for teacher meetings, family meetings, socializing, and sometimes just grabbing a quick coffee on our way to work.

It is our pleasure to endorse The Trails Cafe in their bid to reopen the park center concession. Mickey, the staff, and the cafe itself are absolute treasures for the area. As a parent, neighbor, and small business owner, I have countless fond memories of The Trails Cafe. The whole community adores the food, especially the pies for the grown-ups and the cookies for the children. Mickey and the staff also give the cafe a personal touch, remembering the names of frequent customers and always greeting us with a smile. Their physical environment is also quite pleasing and blends in perfectly with the natural setting. When I talk to other parents about places to check out in the area, the top two things I always mention are the Fern Dell trail and The Trails Cafe. In fact, I make sure to allocate two hours a week specifically for special "mom and son bonding time" to The Trails Cafe, a tradition we both look forward to every week. Similarly, every week we buy pastries from The Trails Cafe for all the teachers to make our teacher meetings feel extra special.

We strongly support the The Trails Cafe in their bid to reopen the park center concession, and we believe they will be ideal stewards for this project. We believe that their stand will add another much-needed family-friendly gem to the neighborhood and the surrounding community.

Best Regards,

Pilar Carmina Gonzalez
Co-Founder & Director
Aventuras Forest School
pilar@aventurasforestschool.org

Letter of Support

Aventuras Forest School

Jay Martel

2014 North Serrano Avenue Los Angeles, CA 90027
(310) 963-8411 jaymartel.com

Sept. 5th, 2021

To the Los Angeles Department of Recreation and Parks:

I'm writing to strongly support Mario Petralia and the Trails Cafe team in their bid for the Park Center concession in Griffith Park. I am both a business owner in Los Feliz and a resident of Los Feliz – in fact, my house is one block from the Fern Dell and my children, 13 and 15, have grown up going to Trails. The ritual of hiking up the hill to this wonderful cafe is almost sacred in our family. Mario and his team have been nothing but a positive asset to the area, creating what is in Los Angeles a most valuable and endangered commodity: A place where all kinds of Los Angelenos can come together. I don't know of any space in Los Angeles, public or private, that compares to the Trails Café in allowing such a wide variety of people a place to enjoy the outdoors and each other's company.

We love the vibrant community Petralia has created with Trails Café, and are certain that he and his team will bring the same atmosphere of community, inclusion and delicious food to Park Center.

Please feel free to contact me with any questions.

Sincerely,



Jay Martel
CEO
Good Dogma Productions

Letter of Support
Jay Martel

MICHELLE CRAMES

323.243.1881
mcrames@gmail.com
2728 Glendower Ave Los Angeles CA 90027
<https://www.linkedin.com/in/michellecram/>

September 2021

City of Los Angeles Department of Recreation and Parks
221 N Figueroa St, Los Angeles, CA 90012

Dear Commissioners:

It is with great pleasure and without reservation that I recommend Mickey Petralia and The Trails cafe team as the future operators of the Park Center concession. They have been dear friends to Griffith Park's community and a future concession would be in great hands.

My family and I have been frequent visitors to The Trails cafe since 2013 when we moved near the park. It is a favorite hiking destination, and the food, beverages and staff are healthy, accessibly priced, and top rate. The Trails facilitates a great deal of community engagement (for instance over 600 great reviews on Yelp, as a comp the Wolfgang Puck Cafe at the End of the Universe has about 10% as many despite the Observatory being such a trafficked location). I write this letter from a personal capacity on behalf of my family, but also serve on the Griffith Park Advisory Board, and in that role have an ability to see how much care is put into Trails, above and beyond what is required.

Most have personal stories and have met many friends at The Trails. I, myself, went into labor with my son July 4, 2013 there. I know that story is hard to beat.

Mickey and his staff are kind and considerate, and always leaves each morning a bit more joyful. They support the community (donating coffee to non-profit events such as our preschool auction for instance) and I can't imagine the park without them. I enthusiastically support their further expansion. If you have additional questions, please call me at 323.243.1881.

Sincerely,



Michelle Crames

Letter of Support
Michelle Crames



3191 Casitas Avenue, Suite 130
Los Angeles, CA 90039
(818) 710-6306
www.iscla.org

Melissa Chalsma
Artistic Director

David Melville
Managing Director

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ISC is a non-profit 501(c)(3) organization

September 7, 2021

On behalf of Independent Shakespeare Co. (Griffith Park Free Shakespeare Festival), I would like to register our whole-hearted support of Trails Café and their proposal to run the Crystal Springs Concessions.

Trails Café is not only an extremely professional and high-quality operation, it is also deeply rooted in the community. It has a long history as a welcoming meeting-place, and I believe it is vitally important that that spirit be maintained at the Crystal Springs site.

I think I may speak for our audience members when I say that they would welcome Trails Café running a second location, and that such an establishment will be a great benefit to people attending our events and the many other attractions in the park.

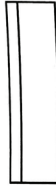
Mickey Petralia is a trusted and beloved figure in the local community of the park. He has made a great success of Trails Café it would be hard to come up with anyone better suited to this task than him.

Yours truly,

David Melville
Managing Director

Letter of Support

Independent Shakespeare Co.



STEVE MLYNARCZYK
2316 East Live Oak Drive
Los Angeles, CA 90068
T 310.717.9970

September 6, 2021

City of Los Angeles Department of Recreation and Parks
221 N Figueroa St
Los Angeles, CA 90012

Re: Griffith Park Center Concession

To Whom It May Concern,

My wife and I moved to the Los Feliz Oaks neighborhood, near Griffith Park in 2016. Since moving, we have taken almost daily walks through the various trails of Griffith Park, first as a married couple with our dog, then as a family of three (plus a dog) and now as family of four (still with a dog). It wasn't long after moving into the neighborhood before we discovered the Fern Dell Refreshment Stand "The Trails", nestled in an idyllic forest-like setting and owned and operated by Mickey Petralia. Since then, Trails has been a regular stop for us to enjoy perfectly roasted and brewed coffee, nutritious and wholesome freshly prepared sandwiches and snacks and an array of delicious baked goods – all made with love from scratch. Beyond the delectable food options and friendly service however, Trails is a place where we have made countless friendships, shared play dates with friends without ever feeling rushed, hosted visitors from out of town and always felt welcomed by Mickey and his team. It's not only a café to us, it's an irreplaceable part of our community and lives.

We understand that Mickey and his team will be submitting a Proposal to operate a new Griffith Park Center Concession stand with the same attention to detail, sensitivity to the natural environment and personal touches Trails provides, but with expanded breakfast and lunch offerings and beer / wine service. From our perspective, while Griffith Park has an abundance of trails and natural offerings, there is an obvious lack of food and beverage options within the park to service Griffith Park's patrons. We fully support Mickey's Proposal and believe it would be a much needed and welcome addition to the community, but also to the millions of visitors who visit the park each year.

Please feel free to contact me with any questions or if you require further information.

Sincerely, the Mlynarczyk Family

Steve Mlynarczyk

Letter of Support
Steve Mlynarczyk

September 3, 2021

Department of Recreation and Parks,
City of Los Angeles,
3900 Chevy Chase Dr,
Los Angeles, CA 90039

Top Whom it May Concern

As a very long-time supporter of Trails café at Fern Dell in Griffith Park, I am fully in support of their endeavor to expand from their current place of business.

As mentioned, I have been a customer of Trails for many years now. It's a very calm respite in the middle of the park and in the middle of all this Covid madness. Such a variety of people visit from locals, cycle club members, teachers, tourists and then some. Being able to sit outside, under trees in the quietness whilst enjoying a delicious coffee, tea, lemonade, along with a healthy and fresh sandwich, a deliciously creamy quiche, a snake dog - don't even get me started on the lavender shortbread or the cranberry scone, is a real treat.

It's a tiny space and I am so impressed with what comes out of the kitchen, it never ceases to amaze me. Currently, it's a daily treat for me (not Tuesday or Wednesday - dang it).

The place is always spotless, the people waiting in line adhere to the mask and distance codes, very patiently (wow, patience in Los Angeles, who knew). That's what Trails does for people.

Mickey, Holly, Zee and Camile (I'm sure I've forgotten someone) are all extremely good at what they offer. Friendliness, good food, good drinks and a place to commune with friends, kids and pups.

Again, I am more than happy to support their bid to operate the Park's concession center - they deserve it, and as users, so do we.

Yours most sincerely,

Kay Bawden
5753 Briarcliff Road
Los Angeles, CA 90068

Letter of Support
Kay Bawden

To Whom It May Concern, Hello!

My name is Denise Weintraub and I've been a resident of The Oaks for 20 years. The Trails Cafe is the most special hidden gem in all of Los Angeles. It is the diamond at the end of the Fern Dell, the respite for weary hikers and bikers and the solution (lunch, snack, cookie, coffee, tea, snake dog...) to Mom's, Dad's & caregivers all over the city or across the street at the park. My husband, son, pug and I have been Trails regulars for as long as we've been in the neighborhood, and have brought every visitor we've ever had to delight in its unique, funky, groovy vibe and delectable, home-made, freshly-baked treats.

It's been brought to our attention that Mickey, the owner of our favorite place, now has the opportunity to open a second location in the Park, and we wholeheartedly support and applaud this. Mickey and his staff are as delightful as everything else about Trails, and it would be in the greatest interest of the park, it's overseers, and its patrons to allow this to happen. Mickey expressed that he's been inquiring about this opportunity for years now, ahead of any other businesses, and we, as such, believe that he deserves priority in this opportunity. He has thoughtfully, lovingly and successfully served his staff and each and every one of his clients (including all the pups!) for decades and undoubtedly would do the same at this second establishment.

If you would like to speak to me about any of the above, please feel free to email me at the above address or call me at 310.717.0695. Thank you!

Sincerely,

Denise Weintraub

Letter of Support
Denise Weintraub



**EXPLORE TORREY PINES • WHAT'S NEW AT THEME PARKS
COOL OUTDOOR SPACES • HIKE & GRUB
OUR CALENDAR IS BACK!**



The West Observatory Trail in Griffith Park is a mild uphill hike.



Eats at The Trails Café in Griffith Park include homemade pastries and even the "SnakeDog," a pastry-wrapped hot dog.

Waterfall, frosty drinks and jazz

Located in the Los Angeles National Forest above Altadena, [Millard Canyon Falls Trail](#) is an easy and relatively flat 1.2-mile hike and is great for all ages.

After a short walk toward Millard Canyon Campground from the lower parking lot, this easy, but rewarding, trail begins — one of the many hikes in the foothills of the San Gabriel Mountains that ends at a waterfall. This is a great hike even for young children, who can enjoy some water play along the stream the trail follows and look for the local California newts and frogs that inhabit the area. Shade is plentiful and several other nice hikes, including Sunset Ridge, Dawn Mine and Echo Mountain, are in the area for more experienced hikers.

After your hike, stop in at [Perry's Joint](#), a beloved local Altadena eatery that perfectly blends ice cream, coffee, sandwiches and jazz. To cool down, try the signature Sherbet Freeze, a frosty concoction of sherbet and JUP, or opt for the blended root beer and ice cream. But the real treat here is a sandwich (all jazz-themed, of course), loaded up with all the fixings to fill even the most ravenous post-hike appetite.

Steady gains and a 'SnakeDog'

Head to Hollywood's backyard to explore the [West Observatory Trail](#) in Griffith Park.

The loop trail is a 2.5-mile uphill hike from the verdant Fern Dell to the top of Mt. Hollywood and the Griffith Observatory. While the grade up to the top is relatively easy on a wide walking path, it does have a 580-foot elevation gain, so is probably best for kids 5 and up.

After trekking along a stream in Fern Dell, you'll come upon [The Trails Café](#) (which

you can hit later or grab a snack for a picnic at the top), bathrooms and a play structure. Head up toward the trail on the east side (on the right) of the play structure and take the left trail up the path to the observatory (either trail will take you there). If you can, time the hike so that you reach the top when the observatory is open. Free for visitors, the museum offers hands-on science, architectural beauty, a remarkable history and a stunning view of the city. Be prepared with water and sun protection, as the trail up the mountain after Fern Dell offers little shade. Whether The Trails tempts you pre- or post-hike, expect a morning rush, especially on the weekends. Open from 8 a.m. to 2 p.m., this rustic retreat has a rotating menu of homemade morning pastries, cookies, slices of pie and, especially for the kids, the SnakeDog (a pastry-wrapped hot dog.) Any of these pair nicely with their range of espresso drinks made to order. Behind the structure, you'll find bales of hay that kids can ramble on and plenty of seating to spread out.

Gentle hills and fancy eats

Tucked deep in the Santa Monica Mountains in Malibu, wine country is [Bocky Oaks Trail](#), an easy two miles offering gentle hills, shady oaks, a seasonal pond and beautiful vistas. This verdant hike is perfect for all hiking levels.

Park in the lot at 107 Kanan Dume Road and loop around the pond for a half-mile mini hike. To prepare for a longer hike, free hiking maps are available at the Calamigos Guest Ranch and Beach Club lobby across the street, or check out options on a hiking app.

To make a day of it, return to the ranch after your hike for some vittles at the onsite [Malibu Café](#), a sprawling outdoor restaurant compound designed for relaxation and fun. Dishes are pricey, but the vibe is low-key with giant chess and Jenga sets to play with, multiple lounging areas and a pond where you can watch the ducks or take a spin on a paddle boat. Grab some lemonades and a shareable platter and enjoy the peaceful surroundings. Heads up: [The Malibu Café](#) is open Thursday through Sunday, and parking at the restaurant will



Enjoy sumptuous shrimp po-boys from Orleans & York and juicy snoballs from The Snoball Shop, both on Slauson Avenue, after hiking at nearby Kenneth Hahn State Recreation Area.

put you back \$14.

Rock pool, cinnamon rolls and peacocks

[Malibu Creek State Park](#) is an outdoor wonderland for hikers, bikers, campers and rock climbers. The [Grassland Trail to the Rock Pool and to Century Lake](#) here is a two-mile loop to Rock Pool (for 5 and up) or 4.4-mile round trip to Century Lake, great for ages 8 and up.

The two-mile roundtrip hike to Rock Pool is a great option for families with younger children, as the road is wide and flat and the end of the trail brings you to a beautiful oasis surrounded by redwoods, trees and the outcroppings of volcanic rock. Although it gets crowded on weekend afternoons, this is a great spot for a family picnic.

Many hikers opt to take a refreshing dip in the water, but rangers discourage this, as the water can be stagnant and polluted with runoff. Those who would like to hike further can continue on another mile to visit the Century Lake (another great picnic spot) or further along to the "M*A*S*H" set, where jeeps and buildings from the 1970s and '80s TV show are still visible.

Through the coastal mountains, just off Mulholland Highway, is the little town of Cornell where you'll find [Old Place](#), an oasis



At Kenneth Hahn, try the Community Trail.



Westways

SUMMER 2021

THE MAGAZINE FOR AUTO CLUB MEMBERS

Griffith Park

The best ways to enjoy
L.A.'s beloved playground



Plus

Inside Disney's New Avengers Campus | National Parks From All Angles

Where to eat in Griffith Park

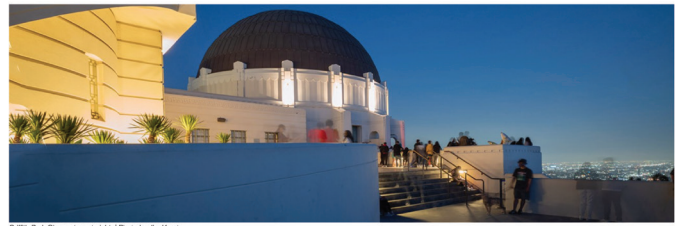


Trails Café. | Photo by Jim Krantz

On the north end of Fern Dell, iconic **Trails Café** is a must-try. Grab an iced coffee or tea or relax in the shade with a fresh-baked pastry or the café's famous Snake Dog (a hot dog wrapped in puff pastry). Lots of vegan options, too.

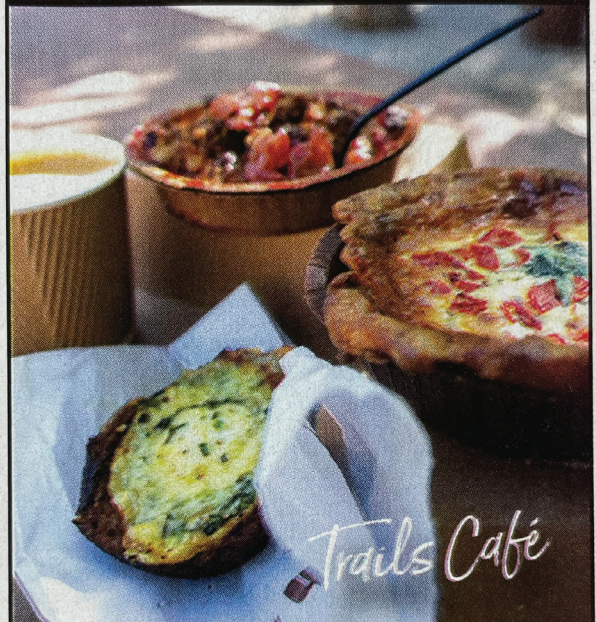
AAA Magazines

17 things to see and do in Los Angeles' Griffith Park



Griffith Park Observatory at night. | Photo by Jim Krantz

Eats



Trails Café

On the north end of Fern Dell, iconic **Trails Café** is a must-try. Grab an iced coffee or tea or relax in the shade with a fresh-baked pastry or the café's famous Snake Dog (a hot dog wrapped in puff pastry). Lots of vegan options, too.

Press
Westways Magazine





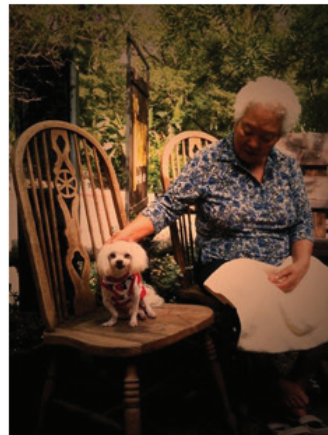
Photos
Trails



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PROPOSAL ITEMS
CON-F21-001

Rowena Partners LLC

Background and Experience

We have owned and operated The Trails Cafe' in Fern Dell since 2005. Prior to becoming the Trails, this location was also a concession that had been closed many years and needed to be brought back to life. As Trails business grew, we learned how to grow along with it. From staffing to scheduling, workflow, production and baking, all done in house. It's been quite a challenge given the 324 sq ft of our building, but we have successfully figured it out. Sales were still growing annually until the world shut down in March 2020. We have since reopened and business is back. Recent press even referred to us as the " iconic Trails Café "

Because of the service we provide, freshly prepared food and onsite baking, the operation is very hands-on. This has also enabled us to interact more closely with our clientele. It's a great way to learn your customers, get timely reviews or feedback and take in some praise.

We now have over 16 years of experience operating a concession in a park and have dealt with all types of situations... forest fires, bee swarms, snakes, broken water mains, fallen trees, lost hikers, lost keys and lost children to name a few. We have figured out the logistics of operating an outdoor concession such as deliveries, building maintenance, constant cleaning and security.

We are also very familiar with how the park operates; day to day, month to month, throughout the year. We know what to expect on the weekends, holidays, when its 100 degrees out or when it's 60, and even how to handle those rare rainy days.

We have strong relationships with the Department of Recreation and Parks, the Park Rangers and the park maintenance staff. We are very involved in the community in and outside of our business.

We have been interested in the Park Center location for several years now, and encouraged by several park groups and countless neighbors to bring our quality product, friendly service and charm to this new concession.

B. Business Plan

Hours

Initially hours will be Monday - Friday 10am - 4 pm

Saturdays & Sundays 8am to 6pm.

As the business grows we will look into expanding our hours. We will be open all Monday Holidays, Labor Day, Memorial Day etc., Thanksgiving and New Years Day as we have found the park to be very active these days. If necessary, we will adjust our hours for relevant events in the Park Center area and with RAPs approval, expand our Summer hours, as it stays light out longer, and if there is a demand.

Equipment

We will provide the following equipment:

Hood / Type 1
Coffee Equip
Fridge -sandwich prep
Fridge -double door
Freezer-double door
Walk In Fridge compressor
Tap System
Oven
Fryer
Snow Cone Machine
Soft Serve Ice Cream Machine
Ice Machine
Soft Drink dispenser
POS System
Water Filtration System
Microwave oven
Mixers
Blenders
Security system
Outdoor Patio table and chairs
Mobile Beverage unit

Menu

See attached

Marketing Plan

- We want to create a classic looking cafe' that will fit nicely amongst the natural terrain. A charming cafe' painted in warm tones and rustic details that looks like it could have been there since the 40's, that will make people wonder, "why didn't I know this was here?" With background ambience provided by the calliope from the Merry Go Round and kids laughter from Shane's Inspiration.

- We want to have a café that represents not only the Park, and the City of Los Angeles, but the diverse cultures that make it up. And this will happen with not only our menu and our staff, but all of the amazing customers we look forward to serving.

-There will be an initial press release announcing our opening directed towards local food and social blogs.

- Given the connection to The Trails Café', we believe this new concession will generate a very strong buzz from the start.

- Our working title for this new concession is The Outside Inn and one of the taglines we want you use in our marketing is "Get Out of Town for Lunch' encouraging customers to escape the bustle of the city, and head into the park. Even if it's just for an hour.

-Marketing will be maintained via social media, a website and word of mouth. Instagram will be used to share food & drink offerings, upcoming events or even photos of our picturesque location. As the business grows, we will consider hiring a dedicated social media person.

`-We will place approved signage at various intersections nearby in the park with arrows giving clear direction to the café'.

- We will also have a community kiosk located in front of the building posting cafe' happenings, park news and events, as well as local events and services.

- Use local, small businesses product (Zona Rosa Coffee, Bub&Grandmas Bread, Laura Anns Jam) will mention on menu, tag in posts.

-Beer offerings will include 4 local craft breweries from here in Los Angeles. Will work in conjunction on product awareness, events, or café' own signature flavor.

- We would also like to explore placing a mobile curbside coffee cart that could be located near Crystal Springs and Griffith Park Dr. The cart, that would be stored at the concession off hours, could sell coffee and grab & go items to people commuting through the park in the morning. The cart displaying the concessions name, would not only generate additional sales, but create awareness of this new Park Center eatery. The cart could also be used on weekends at the actual concession taking small orders to help keep lines at a minimum.

-Offer menu items paying homage to the area: P22 Gingerbread Cookies, DrumCirlce-Stick (ice cream) and The Almond Milk Shakespeare.

-
-As with Trails, decorations, lighting, plants and flowers will be updated regularly to reflect the season or holidays. We will offer special seasonal menu items as well: Pumpkin pie in the Fall, Homemade Ice cream in the Summer, Hot chocolate in the Winter.

- We will offer Dog Treats and fresh water for canine guests.

- Provide branded trail maps for guests

- We will always be mindful of how diverse our clientele will be. For not only menu items, but pricing as well. We truly want everyone to be able to enjoy it.

-Keep prices reasonable. Will always be mindful we are concession in a public park.

-Keep wait times low with 2 order windows and perhaps a cart.

-Cater to hikers, joggers and cyclist that frequent the park w fresh juices and energy snacks.

-We will have guest Chefs from some of Los Angeles known restaurants pop in for a day or two.

- Make the concession available to schools during field trips

-Create a small line of merchandise of T-shirts and hats with the concessions logo. Our-shirts are well designed and very received. Also can become part of employee uniform. Other merchandise ideas ; Café branded bandanas with a map of the Park .

- We believe that the concession will be such a special place, that once the business is up and running, we will be able to generate a significant amount of attention online and in the press

Additional services and special events

- Pre-Packaged Picnic Kits and Sack Lunches for folks to take to other parts of the park, on hikes or nearby events.
- Birthday party services. We could provide a cake, baked goods, or lunch items for events held within our designated space.
- Work with Shakespeare In the Park, providing food and drinks to their guests, as well as a location for pre-show dining.
- Invite Shakespeare in the Park to do short afternoon preview performances as an introduction for people who are not familiar with the nearby festival.
- Provide food and beverage to Haunted Hayride attendees.
- Coordinate events with the Merry Go Round. Supply food for birthday parties and events at their concession.
- Bring back the Harvest Fest and P22 Day, working in conjunction with Park Services
- A Movie night in the summer. Presale tickets only, with limited capacity.
- Science night – invite local astronomy club to bring telescopes or one of our neighbors from Observatory to give a presentation during a full moon, eclipse or other unique lunar occurrence. We would make theme typed menu items, like our Partial Solar Eclipse cookies, Super Moon shortbread or Mars Cookie Pops as we did at Trails.
- Organize a community tennis tournament at the nearby tennis courts. Once again bringing the communities attention to another park amenity not many are aware of. Could do theme menu items, and add a merchandise component, T-shirts and sweatbands as well. Awards banquet at the concession.
- Coordinate pre or post hike events with hiking groups that frequent the nearby trails.
- Begin an annual Pumpkin Carving party. Something we did at Trails that was very popular and brought in a lot of business.
- As with Trails, decorations, lighting, plants and flowers will be updated regularly to reflect the season or holidays. We will offer special seasonal menu items as well.

-Coordinate events and with LA Parks Foundations planned for Park center, and provide food and beverage

As with the Trails, we will be very mindful of this area of the park. We realize there are community concerns to keep in mind, as well as the wildlife and natural surroundings. All events or proposal for will be carefully considered, and when necessary seek Park Services and RAPs approval.

Financial Projections and Planning

See Pro-Forma

C. Management and operational plan

C.1 Staffing Plan

Organization List

Owner - also assumes managerial duties on Managers off days

Manager -oversees entire operation, scheduling, staffing and ordering.

Shift leads - oversees specific departments - front of house or food prep for example. Will also assist in counter person and food prep duties

Baker - prepares all the baked goods

Food Prep - Prepares food orders as they come. Also pre-makes Juices, salads, sandwiches, sauces

Counter person / Barista - takes orders, acts as cashier, operates POS system, prepare and dispense drinks, expedite food orders to customers

Busser - keeps patio cleaned, washes dishes and utensils, keep supplies stocked. Keeps bathroom cleaned and stocked.

Patio Host / Monitor – on busy weekends to ensure the patio is ran smoothly and used properly

Staff Schedule

Baker 6am - 2pm Daily

Manager 9am- 5pm Daily

Shift Leads 9am-5pm Daily

Food Prep 9am - 5pm Weekdays, 7am-6pm Weekend

Counter Person 9am - 5pm Weekdays, 7am-6pm Weekends

Bussers 10am - 5pm Weekdays, 8am-6pm Weekends

Patio Host / Monitor 12pm – 6pm Weekends

Staff Attire

Employees are required to wear clean, presentable clothing to work.

Tidy appearance/good hygiene

Shorts must be a decent length, no cut-offs.

No tank tops, sleeveless shirts or crop tops

Comfortable, closed-toe shoes

No athletic clothing, or offensive graphics.

Employees are encouraged to wear aprons, but not required.

All employees must have their hair pulled back neatly and covered (hat, bandana, hair net)

Employees must wear a facemask at all times

C.2 Customer Service Plan

Goals and policies

Customers are always greeted and welcomed. Receipts are always offered. Management will be on the premises regularly, building a strong rapport with new and current customers, which we value highly. In addition to being readily available in person to discuss any conflicts that may arise, management will also be monitoring online reviews and blogs.

How complaints are handled

We welcome customer feedback as it also helps us maintain quality and good service. Since we interact so closely with the public, customer service is something we stress during the employees training. We take any complaints serious, and try to address them immediately. If a customer is not happy with their order or receives the wrong item, we will do our best to resolve the situation, even offer a replacement. If a complaint is received via email or phone call, we respond immediately.

Speed of service

During busier / peak hours, usually weekends, we will have two order windows open. One clearly marked for beverages only. We are anticipating beverages to be a decent portion of our business, and orders can be expedited almost immediately compared to an order that also includes food. This will help with the flow inside as well and will keep orders from backing up, waiting to be filled.

In addition to the main menu board above the order windows, we will also place a small menu board where a line would form. This allows customers to see the items we have to offer before they get to the window, and hopefully have their order ready once they are there. At this time printed, shareable menus are not an option, so we will also provide a QR code displayed around the concession that is linked to the menu. This too will help people plan their orders prior to being at the order window.

We have also proposed a mobile coffee cart for weekdays along Crystal Springs Drive, on the weekends we would like to locate the cart near the concession to assist in coffee or small item orders.

Taking an order correctly is also key to timely service. This is something that will be focused on in training.

A POS system with printers at the various prep and drink stations will also help expedite orders.

Quality Assurance Program

Employees will be thoroughly trained for the positions they will be holding. Each station has very specific tasks. Because of the way the business will be set-up, an order and pick-up window, sometimes with a line, customer service and efficiency cannot be stressed enough.

Card Payments Accepted

All Visa, MasterCard, American Express and Discover credit cards will be accepted. As will debit cards and Apple Pay.

Types of customer Research

Management will be onsite daily observing firsthand the customers experience. Management will monitor not only online reviews, articles and posts, but maintain the café's social media account, posting and responding to any concerns or issues.

C.3 Employee Training

Hiring

New employees will be recruited via online ads (Craigslist etc.), qualified respondents, those with relevant experience and skills, will then be interviewed. Hiring will be based on evaluation of interview and past experience. Employees will be required to possess a California Food Handlers certificate prior to first day of work and also complete online Sexual Harassment training, providing a certificate as well.

Training

New hires will be given the Companies detailed handbook and begin in-depth training in customer service, food preparation and coffee making. During their first two weeks, new hires will work as bussers- allowing them to observe the way business is run, where items are stocked, how food is prepared and served and upkeep of the venue. After receiving training in all operational procedures from management and shift-leads, employees will then be taught what it means to be a member our team – the sort of attitude and behavior expected from them, and product and technical training. Employees that will have barista duties will receive additional training at an offsite facility to further their skills.

Motivation

Staff meetings or retreats will be had every other month. Cashiers, baristas, servers and bussers receive tips from customers for good service. Manager and bakers are compensated with a higher wage or salary. Employees will receive performance evaluations every three months, with raises based on performance, tenure, and level of responsibility.

Promotion

Employees will receive quarterly evaluations: those interested in upper positions will be assessed, trained, and promoted accordingly, based on performance and ability.

C.4 Facility Maintenance Plan

Ongoing maintenance

Having a concession in a public park that is exposed to all the elements will require extra attention and care. Scheduled maintenance will be as follows:

Refrigerator/freezer/air-conditioning (Daniel Vulin): Serviced once per month

Water Filtration System (Culligan): Serviced every other month

Drain maintenance (Low Cost Rooter) : Serviced every other month.

Landscaping/Gardening: Serviced twice per week (Mondays & Fridays) and additional visits as needed

Pest Control (Green Earth): Serviced once a month. Non-toxic treatments

Detailed cleaning of facility interior/exterior and restrooms (Staff): Interior cleaned everyday following closing. Exterior maintained by our landscaper / maintenance person twice a week and when needed. Restrooms several times a day, and when needed.

Routine cleaning (sweep walkways and patio, wipe tables, stock and maintain restrooms, empty trash cans on premises and pick up litter): daily

Plumber / electrician /Handyman : available on call

Deliveries, storage, trash removal and recycling

Deliveries will be scheduled for the beginning of the week, usually Mondays. We will try to keep big deliveries to a minimum by ordering mainly from one or two distributors.

There appears to be ample storage in the concession, though we may put a small gardening shed in the side patio near the back door to store outdoor maintenance equipment, cleaning supplies and tools.

We will maintain all trashcans on the concession premises, and coordinate weekly removal with park maintenance.

Our designated recycling will be handled by our landscape and cleaning person who is on site at least twice a week.

Pest and Rodent mitigation

We realize that pest and rodents can be a real issue when operating a food concession in a park. We will use a monthly pest control service. One who utilizes more eco-friendly treatments, boards and traps if necessary, but not rodenticide. We also know how crucial it is to keep the building secure, with no entry for pests, and will regularly inspect the premises. All trashcans around the premises will be emptied daily and stored in bins with lids.

Kitchen Maintenance

The kitchen is thoroughly cleaned at the end of every day. Dishes are washed and put away. Counters are sanitized and the floors are scrubbed. Any irregularities with sinks, drains or faucets are brought to managements attention right away, and repairs are scheduled for as soon as possible.

Outdoor Maintenance

The cleanliness of the patio is maintained throughout the day by employees. Tables are wiped down, trash is cleared, trashcans emptied when nearing full. Upon closing, chairs and umbrellas will be securely stored. Prior to opening the following morning, if necessary, the service area and patio will be swept or hosed down and readied for the upcoming day.

The cleanliness around the outside of the building will be maintained by our landscaper / maintenance person. They will also tend to all of the plants on the patio.

C.5 Sustainability

We have been eco-conscious at Trails since the time we opened. We try to use environmentally sustainable products whenever possible. We intend to do the same at this new concession. All cups and utensils will be compostable. Recently we started using straws made of agave husk, which work quite well, and would also use at this location. We will also place designated recycling bins around the concession that will be emptied twice a week. We would also like to install a compost bin, like we have at Trails, for all of our compostable kitchen waste products. We often use this compost in our planters or share with neighbors

D. Concession improvements

D.1 Required Improvements

The interior of the building will need to be completely cleared out of old equipment, fixtures and debris. We do not plan on any major construction in the kitchen area (ie move walls etc.) though the east wall in between the service area and the old vending machine room is all glass and will need to be sealed up. Also, we would like to add a pass-through window on the north wall between the kitchen service area and the back prep area.

Damaged drywall and ceiling will be removed and replaced with new drywall and properly finished and painted a semi-gloss white.

All utilities will be gone through and updated where necessary with a licensed electrician and plumber. Lighting throughout the kitchen will be updated with NFS fixtures.

We will construct a gender neutral ADA compliant bathroom where the old vending machines / ice cream freezers were in the south west corner of the building. We have been told this is the best location and there are drain lines nearby. In order to keep cost down, be code compliant, and very durable we will

use industrial grade fixtures, toilet and sink. Tile will be of a code acceptable color and walls will be painted a relevant light color.

The exterior of the building will be prepped and painted a light brown or sand, keeping with the natural tones of the surrounding environment. Friends Of Griffith Park have proposed a mural for the east facing wall, and like the idea. We will discuss further with RAP, FoGP and the muralist.

We will create a new patio / seating area to the south of the building. The area will be defined by a new fence constructed of wood to give the area more rustic feel. The perimeter of the seating area will also be lined with planters of native, drought tolerant plants. We feel this will connect us more to the shrubbery of the nearby hillside. There will be several tables with chairs placed around the seating area as per spacing guidelines. There will be benches placed around the inside perimeter of the fencing for additional seating. For shade, there will be an awning off the south wall of the building covering a portion of the seating area. There will also be umbrellas mounted to the tables.

(See Images)

Free WIFI as per Recreation and Parks requirements will also be installed at the concession.

Walk-in fridge will be repaired

Approved signage will be placed to the west of the building, at the entry of the walkway that leads down to the concession. There will also be small signage on the building with the concessions name, and signage has been proposed at nearby intersections in the park helping visitors find us.

All of the design, permitting and improvements will be overseen by an experienced restaurant consultant and GC.

1. Cover Letter
see attachment

2. Qualifications

- 2.1.1 2333 Fern Dell Dr Los Angeles , Ca 90068
 - 2.1.2 Length of business 16 years 2 months
 - 2.1.3 Type : Sole Proprietorship
 - 2.1.4 Size of company : 11 employees.
 - Gross revenue 2019 \$925761
 - Gross revenue 2020* \$467467
 - 2.1.5 Mario Petralia (Owner) Holly Smith (manager)
 - 2.1.6 No Mergers pending
 - 2.1.7 No Subcontractors
- 2.2 Description of proposing entity experience in and knowledge of restaurant operations.
- 2.2.1 Have operated the Fern Dell concession, The Trails Café for 16 years
 - 2.2.2 Years of experience : 16 years
 - 2.2.3 Extent of any related experience: Partner in bar/restaurants 2004
 - 2.2.4 Other Qualifications : At concession regularly. Hands-on owner.
Positive relationship with the City, RAP , and Parks Department.
- 2.3 Contracts History
- 2.3.1 No contracts commenced or terminated in most recent 12 months
 - 2.3.2 No contracts terminated in 2019 or 2020.
- 2.4 Current Operations
- 2.4.1 Employee hiring, training and promotion policies:
 - Hiring:** Candidates will be recruited via online ads (Craigslist etc..) : qualified respondents (i.e. those with relevant experience and skills) will then be interviewed, with hire being based on evaluation of interview and past experience.
 - Training:** New hires will be given in-depth training in customer service, food preparation and coffee-making. During their first 2 weeks, new hires will work as bussers, allowing them to observe how the business is run, where items are stocked, how food is prepared and served, and upkeep of the venue.. After receiving training in all operational procedures from management and shift-leads, employees will then be taught what it means to be a member of our team – the sort of attitude and behavior expected from them, as well as product and technical training. Later, designated baristas will continue refining their coffee /espresso skills at our roasters off-site training facility.

Promotion policies: Employees will receive quarterly evaluations: those interested in upper positions will be assessed, trained, and promoted accordingly, based on performance and ability.

2.4.2 Methods of control and accounting: We use a non-resettable register along with a Clover Go credit card reader and printer. At the end of every day, settlements are ran. Cash and credit sales are checked against the register receipt. We also use Quickbooks for bookkeeping and reports.

2.5 References

2.5.1 Business References

Vicky Nyguen
Sysco Restaurant Supplies
20701 Currier Rd, Walnut, CA 91789
Vicky.Nyguen@Sysco.com
909-568-9895
Sales representative

Steph Ketnick
Stumptown Coffee
100 SE Salmon St, Portland, OR 97214
steph.ketnick@stumptowncoffee.com
503-808-7289
Accounts Receivable

Marina Cowboy
Art of Tea
748 Monterey Pass Rd, Monterey Park, CA 91754
support@artoftea.com
213-493-6518
Sales representative

2.5.2 Financial References

David T Paul
Certified Public Accountant
1812 W. Burbank Blvd. # 17 Burbank, CA 91506
818-843-5121
cme4taxes@gmail.com

Andy Markarian

Bank of America
2263 Colorado Blvd. L.A. CA 90041
323-614-1248
amakarian@bofa.com
Small Business Consultant

Amon Kwon
Forwardline / Cardpointe
21700 Oxnard St. #1450, Woodland Hills, CA 91367
866-623-4900
amon.k@forwardline.com

2.6.1 Good Standing – no “going concern” issues

2.6.2 Amount of Investment Required \$188,000

2.6.3 amount investment to begin operations as proposed (to include):

\$5000 Performance Deposit

\$3000 Inventory

\$85000 equipment & fixtures

\$2000 Operating Supplies

\$78000 improvements

\$2000 training

\$13,000 permits and licenses

2.6.4 Sources of Funding

Proposals of funding will be cash reserves, SBA loan and/or Credit line.

\$ 88,000 cash reserves

\$100,000 SBA Loan, commercial lender

2.7 Financial Documentation

2.7.1 Cash reserves to be used.

2.7.2 SBA Loans and Reserves to be used

3. Administrative Requirements

Compliance docs attached

4. Proposal Deposit

Submitted

City of Los Angeles
Dept of Recreation and Parks
221 North Figueroa Street
15th Floor
L.A. CA 90012

September 3, 2021

Please find attached a proposal from Rowena Partners LLC for the operation and maintenance of the Griffith Park Center Snack Stand at 4730 Crystal Springs Drive, Los Angeles, CA 90027 .

Rowena Partners has operated the Griffith Park Fern Dell Concession, the Trails Café, since 2005. The owner is Mario Petralia.

Rowena Partners hereby confirms acknowledgment and acceptance of the terms and conditions set forth in the RFP issued by the Department of Recreation and Parks (CON-F21_001) without exceptions.

Rowena partners LLC reserves the right to request all financial documentation and personal information (addresses and phone numbers) remain private and only available to those on selection committee.

This proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for it's or the City's refusal to disclose any information this proposal claims as copyrighted material, trade secrets or other proprietary information that is protected from disclosure to any person making a request therefore.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'MPF', with a long horizontal stroke extending to the right.

Mario Petralia, Proprietor
Rowena Partners LLC
2333 Fern Dell Dr
Los Angeles, CA 90068
Tel: 323-333-1569
thetrailscafelfz@gmail.com



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SECTION I

Compliance Documents to be Submitted with Proposals

Section A

PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT

SECTION A**PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each proposal, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive, the response is not made in the interest or on behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and, the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS:

- a. Sign and Notarize the Document
- b. Submit with the Bid/Proposal

Signatures:

Individual: (e.g., Individual dba [Name or Company], etc) – Individual must sign affidavit.

Partnership: At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the **PRESIDENT** and **SECRETARY** of the corporation sign the affidavit on behalf of the corporation, but a **VICE-PRESIDENT** may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the corporation. An acknowledgement at the base of the Resolution must state that it is unchanged, in force, and must be signed by the Corporate Secretary with the current date.

AFFIDAVIT TO ACCOMPANY PROPOSALSI/We, Mario Petralia

being first duly sworn, deposes and states: That the undersigned

Sole Owner

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

is of Rowena Partners LLC

(Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to before me this 7 day ofSEPT. / 2021

(Month / Year)

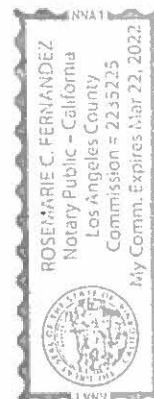
Rosemarie C. Fernandez

(Notary Public)

(Signature)

(Title)

(Date)



PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of CALIFORNIA

Subscribed and sworn to (or affirmed) before me

on this 7 day of SEPT., 2021
 by _____
 Date Month Year

(1) MARIO PETRALIA

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.



Signature Rosemarie C. Fernandez
 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AFFIDAVIT TO ACCOMPANY PROPOSALS Document Date: SEPT. 07, 2021

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Section B

DISPOSITION OF PROPOSALS

SECTION B**DISPOSITION OF PROPOSALS**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

INSTRUCTIONS:

- a. Sign the Document
- b. Submit with the Bid/Proposal

Signatures:

The person signing must be authorized to bind the proposer.

Disposition of Proposals

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles (City) and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 *et seq.*)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

"The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore."

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability or any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

"I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned's firm in the event that the required hold harmless statement is not included in the Proposal."



Signature of person authorized to bind proposer



Date

Section C

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES,
AND AFFIRMATIVE ACTION PROGRAM**

SECTION C**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM**

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts for which the consideration is Twenty Five Thousand Dollars (\$25,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contains similar language shall be made available to the Office of Contract Compliance upon request.

The City no longer requires separate affidavits to confirm compliance with any of these programs. Contractors agree to adhere to the abovementioned programs by affixing its signature on a contract resulting from this RFP process.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

INSTRUCTIONS:

- a. No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.

Section D

CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

SECTION D**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website: bca.lacity.org

INSTRUCTIONS:

- a. The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

CITY OF LOS ANGELES

CONTRACTOR RESPONSIBILITY ORDINANCE

(Los Angeles Administrative Code Section 10.40 et seq.)

1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

3. Who is responsible for the administration and enforcement of the Ordinance?

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for \$100,000 or more. Agreements to purchase garments are covered if they are for \$25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

5. When did the Ordinance become applicable?

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

6. If an IFB is subject to the CRO, what must a department do?

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

7. What is a Responsibility Questionnaire?

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

8. What must a bidder/proposer do when responding to an IFB?

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

9. Is a separate Questionnaire required for each IFB?

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: www.lacity.org/bidresp. This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

11. How long will the Questionnaires be posted?

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

12. What happens during the 14 calendar-day posting period?

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

13. How does a department know that the posting requirement has been met?

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

14. Are contract amendments subject to the CRO?

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

16. What happens if a contractor is found to be in violation of the Ordinance?

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

17. What about subcontractors?

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

18. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

19. Are there any exemptions under the Ordinance?

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Recreation and Parks

LaTricia Jones

213-202-5678

City Department/Division Awarding Contract

City Contact Person

Phone

CON-F21-001

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Rowena Partners LLC

Bidder/Proposer Business Name

2333 Fern Dell Dr

L.A.

CA

90068

Street Address

City

State

Zip

Mario Petralia

323-333-1569

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☒ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated ____/____/____.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Mario Petralia

Sept 3, 2021

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 5

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☒ **Sole Proprietorship:** Date started: 7, 4, 05

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 16 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If, Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☒ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Mario Petralia



Sept 3, 2021

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Contract to operate the Fern Dell Concession,
Griffith Park.

Rowena Partners LLC
-The TRAILS Cafe-

To operate concessions

Started July 4, 2005

Renewed March 13, 2013

Ongoing

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

Section E

**EQUAL BENEFITS ORDINANCE AFFIDAVIT AND FIRST
SOURCE HIRING ORDINANCE (FSHO)**

SECTION E
EQUAL BENEFITS ORDINANCE AFFIDAVIT
AND
FIRST SOURCE HIRING ORDINANCE (FSHO)

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org, prior to award of a City contract that exceeds Twenty Five Thousand Dollars (\$25,000.00). The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the City's BAVN. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded on the City's BAVN.

Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

INSTRUCTIONS:

- a. All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit web application form located on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org.

Section F

**LIVING WAGE ORDINANCE AND SERVICE CONTRACT
WORKER RETENTION ORDINANCE**

SECTION F
LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contract Worker Retention Ordinance (SCWRO). Additional information may be found at <http://bca.lacity.org/index.cfm>.

INSTRUCTIONS:

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the LWO by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>.

If no exemption is claimed, do not submit the abovementioned forms with the proposal.

**CITY OF LOS ANGELES
LIVING WAGE ORDINANCE
(Los Angeles Administrative Code Section 10.37 et seq.)**

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

Intentionally left blank 8/18/06

7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.

- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, and Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
 2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
 3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
 - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
 - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
 - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
 - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
 - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
 - b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
 - b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
 - c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.
 - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

- (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO EXEMPTION APPLICATION

OCC APPROVAL REQUIRED

This application for exemption must be submitted by the Contractor along with its bid or proposal to the AWARDDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

CONTRACTOR INFORMATION:	
1. Company Name: _____	Phone #: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____ Food and Beverage Concession	
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY:	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services provided that the grant funding agency indicates in writing that the provisions of the Ordinance should not apply.	A copy of the State or Federal grant-funding agency's determination to the OCC.
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> CFAR: First Year Financial Assistant Recipient <input type="checkbox"/> CFAR: Employing Fewer than Five Employees <input type="checkbox"/> CFAR: Hardship Waiver for Job Training and Preparation Programs <input type="checkbox"/> CFAR: Exemption for Certain Employees	1. Memo justifying the exemption 2. Proof of startup date 3. List of employee names and hire dates 4. Copy of payrolls (20 weeks period for CFAR with less than 5 employees) 5. If applicable, a copy of the Awarding Authority's Hardship Waiver Recommendation to City Council.
<input type="checkbox"/> Collective bargaining agreement	A copy of the CBA with the superseding language clearly marked. In addition, Employers servicing the Airport must provide a copy of the most current payroll. Airline Food Caterers must provide payrolls and health benefit statements.
<input type="checkbox"/> Student work-study or employment program	Documentation detailing program policies and guidelines, and the amount paid to the students
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge. <div style="text-align: center;">Mario Petralia</div>	
Print Name of Person (Contractor) Completing This Form <div style="text-align: center;">Owner</div>	Signature of Person (Contractor) Completing This Form <div style="text-align: center;">323-333-1569 Sept 3, 2021</div>
Title	Phone # _____ Date _____
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDDING DEPARTMENT USE ONLY:	
Dept: _____	Contact: _____ Phone #: _____ Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By Analyst: _____	Date: _____

LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? ☐ Yes ☐ No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> ▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ▪ The exemption is valid for all employees except Child Care Workers. ▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ol style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> _____ 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____ Phone # _____

Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

LWO EMPLOYEE WORKSHEET

This worksheet must be completed for **EACH** company or business for which you have a controlling interest, whether or not it is on City premises. You may **COPY THIS FORM** as necessary for **EACH** company. Include the names of **ALL PERSONS** employed by **EACH** company, and the number of hours worked each month for the current year.

1. Company Name: ROWENA PARTNERS LLC Company Phone: 323-333-1569

2. Company Address: 2333 FERN DELL DR L.A. CA 90068

3. Enter # of Hours worked:

3. Enter # of Hours worked:		HOURS WORKED												
EMPLOYEE NAME	JAN 21	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC 20	TOTAL	
CAMILLE JORNACION	151	163	159	150	162	161	164	167				126	0.00	1403
HOLLY SMITH	155	150	135	151	145	137	131	146				132	0.00	1282
ISMAEL DIAZ	155	158	155	159	165	170	156	165				132	0.00	1415
ROSALIND GABRIEL	142	168	170	173	164	164	64	65				146	0.00	1256
LAUREN KROSE	x	x	x	x	88	147	125	128				x	0.00	488
MUNKHJANGA TUMENBAT	x	x	x	x	x	x	x	114				x	0.00	114
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5. Check each box indicating which nine (9) months you would like be reviewed:



6a. TOTAL HOURS for the nine (9) months selected in 5 above: 5958 6b. DIVIDE 6a by 9: 662 6c. Is 6b less than 1,214? ☒ YES ☐ NO

7. If 6c is NO, then this contract IS NOT ELIGIBLE FOR AN EXEMPTION. If YES, SIGN and ATTACH this form to LW-26A.

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge. I will provide further documentation and proof upon request. I understand that the submission of false information may lead to the revocation of any approved exemption.

MARIO PETRALIA

Print Name of Person Completing this Form

OWNER

Title

MP

Signature of Person Completing this Form

323-333-1569

Phone #

Date

Sept 9, 2021

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

LWO SMALL BUSINESS EXEMPTION APPLICATION

This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: Rowena Partners LLC Phone Number: 323-333-1569
2. Company Address: 2333 Fern Dell Dr Los Angeles CA 90068
3. Are you a Sublessee or Sublicensee? ☐ Yes ☒ No If YES, state the name of your Prime Lessee or Prime Licensee: _____
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): 1
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: 1
6. Location of lease or license: 2333 Fern Dell Dr Los Angeles CA 90068

WORKFORCE INFORMATION

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).	Submit a copy of your most recent State of California Form DE - 9C and the equivalent form(s) for business(es) in other states.
<input checked="" type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	Submit a completed Employee Worksheet (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.

If you DID NOT check off ANY boxes in PART A, your company IS NOT ELIGIBLE FOR AN EXEMPTION.
If you checked off ANY box in PART A, ATTACH supporting documentation, SIGN, AND SUBMIT EXEMPTION FORM.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Mario Petralia

Print Name of Person Completing this Form
Owner

Signature of Person Completing this Form

323-333-1569

Sept 3, 2021

Title

Phone #

Date

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR

AWARDDING DEPARTMENT USE ONLY:

Dept: _____ Contact: _____ Phone #: _____ Contract #: _____

OCC USE ONLY:

Approved / Not Approved - Reason: _____

By Analyst: _____ Date: _____

CITY OF LOS ANGELES

**Service Contractor Worker Retention Ordinance
(Los Angeles Administrative Code Section 10.36 et seq.)**

1. What is the Service Contractor Worker Retention Ordinance?

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

2. What is a successor contractor?

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

3. What types of agreements are covered by the Ordinance?

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

4. What does the Ordinance require a terminated contractor to do?

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

5. What does the Ordinance require a successor contractor to do?

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

6. Do the employees retained under the Ordinance receive any additional protection?

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

7. Does the successor contractor have to retain all the prior contractor's employees?

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

9. What happens if an employee is discharged in violation of the Ordinance?

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

10. What if a contractor is found to be in violation of the Ordinance?

The City may terminate the agreement or pursue other legal remedies.

11. Who is responsible for administering and enforcing the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

Section G

BUSINESS INCLUSION PROGRAM

SECTION G**BUSINESS INCLUSION PROGRAM**

Established by Mayor's Executive Directive No. 14 (Villaraigosa Series), the Business Inclusion Program requires all respondents to Requests for Bid (RFB), Requests for Proposal (RFPs), and Requests for Qualification (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), www.labavn.org

INSTRUCTIONS:

All proposers must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)
FOR A REQUEST FOR PROPOSAL (RFP)**

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

The Recreation and Parks anticipated levels of

MBE Participation:	<u>18%</u>
WBE Participation:	<u>4%</u>
SBE Participation:	<u>25%</u>
EBE Participation:	<u>8%</u>
DVBE Participation:	<u>3%</u>

NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.

**CITY OF LOS ANGELES' POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)**

SUMMARY

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

B. DEFINITIONS

- I. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.

3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$3.5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business that is at least 51 percent owned by one or more disabled veterans.
 - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
 - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- 1) City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: <http://www.lacity.org/BCA>
 - 2) CalTrans
Caltrans Division of Procurement and Contracts/Material and
Distribution Branch/Publication Unit
1900 Royal Oaks Drive, Sacramento, CA 95815
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>
 - 3) Los Angeles County Metropolitan Transportation Authority
Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: <http://www.mta.net>
 - 4) Southern California Minority Business Development Council, Inc. (for
a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: <http://www.scmbdc.org>
- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.

10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation,

unless the vendor manufactures or substantially alters the materials/supplies.

- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor's Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage (<http://www.lacity.org>) and linking onto "Bids, RFPs & Grants" or directly at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a bidder's BIP Outreach will be determined by the Awarding Authority after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at support@labavn.org.
2. Email the Contract Coordinator listed in the RFP.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call the Contract Coordinator listed in the RFP.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.

1	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth in the RFP and to have the proposer meet the subconsulting expectations for the project.

2	ATTENDED PRE-BID MEETING
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The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

Required Documentation: An employee of the proposer's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

Note: If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs.

Required Documentation: Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

Note: City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

4	WRITTEN NOTICES TO SUBCONSULTANTS
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBES and OBEs for each item of work to be performed.

Required Documentation: E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBES and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the proposer is aware of a potential subconsultant that is not currently registered on the BAVN, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Letters must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBES and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16

21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

Note: Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5 PLANS, SPECIFICATIONS AND REQUIREMENTS

The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

Required Documentation: Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

Note: For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

6 NEGOTIATED IN GOOD FAITH

The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of potential work

for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

Required Documentation:

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) The responses and/or bids received;
 - 2) The name of the subconsultant who submitted the bid/quote;
 - 3) A brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The summary sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the BAVN's summary sheet function will result in their RFP response being deemed non-responsive.

Note: Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the BAVN's BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

Required Documentation: Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

Note: At the time a proposer utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required Business Inclusion Program Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of subconsultants, the following shall apply for the purpose of this program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 - 1) Name of company contacted; contact person and telephone number; date and time of contact.
 - 2) Response for each item of work which was solicited, including dollar amounts.
 - 3) Reason for selection or rejection of sub-bid prospect.
 - 4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
 - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting the Monthly Remittance Advice to the City.

3. Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

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

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

Project Title	Griffith Park food and Beverage Concession CON-F21-001
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Proposer Rowena Partners LLC	Address 2333 Fern Dell Dr, L.A. Ca 90068
Contact Person Mario Petralia	Phone/Fax 323-333-1569

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Construction service workers 404 Euclid Ave #301 San Diego SD 92114 619-832-0216	Payroll Services	MBE WBE DBE		\$3600

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 3600	100 %
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	



 Signature of Person Completing this Form

Mario Petralia

 Printed Name of Person Completing this Form

Owner

Sept 7, 2021

Title

Date

MUST BE SUBMITTED WITH PROPOSAL

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

Project Title	Contract No.
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Consultant	Address
Contact Person	Phone/Fax

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

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

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

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

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

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

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

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

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

Section H
MUNICIPAL LOBBYING ORDINANCE (MLO)

SECTION H**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity. A copy of the ordinance can be found at: http://ethics.lacity.org/pdf/laws/law_mlo.pdf

INSTRUCTIONS:

- a. All proposers must complete the enclosed Bidder Certification form (CEC Form 50) and submit with the proposal.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 128
(213) 978-1960

Bidder Certification CEC Form 50

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

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number: <u>CON-FZ1-001</u>		Awarding Authority (Department): <u>Dept. of Recreation: Park</u>	
Name of Bidder: <u>ROWENA PARTNERS LLC</u>		Phone: <u>323 333 1569</u>	
Address: <u>2333 FERNDELL DR L.A. CA 90068</u>			
Email: <u>thetrailscafe17@gmail.com</u>			

CERTIFICATION

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

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

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

Date: Sept 3, 2021

Signature: [Signature]

Name: MARIO PETRALA

Title: OWNER

Los Angeles Administrative Code § 10.40.1

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

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

Los Angeles Administrative Code § 10.37.1

- (i) **"Public lease or license"**.

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

Section I

PROHIBITED CONTRIBUTORS – CEC FORM 55

SECTION I**PROHIBITED CONTRIBUTORS – CEC FORM 55**


The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth One Hundred Thousand Dollars (\$100,000.00) or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

Proposers and their principals must register with the City Ethics Commission. To do so, each proposer must submit with its bid a certification, on a form (CEC Form 55) prescribed by the City Ethics Commission. By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractors who are projected to perform One Hundred Thousand Dollars (\$100,000.00) worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B). A copy of the charter section can be found at <https://www.lacity.org/your-government/government-information/city-charter-rules-and-codes>.

INSTRUCTIONS:

- a. All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.
- b. All of the proposer's subcontractors who are projected to perform One Hundred Thousand Dollars (\$100,000.00) worth of work or more must be included on CEC Form 55 (Schedule B).

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 878-1960 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
<p><i>This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.</i></p>		
<p><input checked="" type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)</p>		
Reference Number (bid or contract number, if applicable): CON-F21-001	Date Bid Submitted: Sept 8, 2021	
Description of Contract (title of RFP and services to be provided): GRIFFITH PARK FOOD & BEVERAGE CONCESSION		
City Department Awarding the Contract: Dept of Recreation & Parks		
BIDDER INFORMATION Name: ROWENA PARTNERS LLC Address: 2333 FERN DELL DR Email: thetrailscatlife@gmail.com Phone: 323-333-1569		
SCHEDULE SUMMARY Please complete all three of the following:		
<p>1. SCHEDULE A — Bidder's Principals (check one)</p> <p><input checked="" type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required).</p> <p><input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.</p>		
<p>2. SCHEDULE B — Subcontractors and Their Principals (check one)</p> <p><input checked="" type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).</p> <p><input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.</p>		
<p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>3</u></p>		
BIDDER'S CERTIFICATION <p><i>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.</i></p> <p>Date: <u>Sept 3, 2021</u> Signature: <u>M.P.</u> Name: <u>MARIO PETRALIA</u> Title: <u>OWNER</u></p>		



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

☐ Check this box if additional Schedule A pages are attached.

Name: MARIO PETRALIA Title: OWNER
Address: 2333 FERN DELL DR L.A. CA 90068

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____



Ethics Commission
200 N Spring Street
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Los Angeles, CA 90012
(213) 978-1960
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Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: _____

Address: _____

Check one of the following:

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Section J

**FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION
NUMBER (TIN) AND CERTIFICATION**

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rowena Partners LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2333 Fern Dell Dr	Requester's name and address (optional)
6 City, state, and ZIP code L.A. CA 90068	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
2	0		5	8	2	0	2	6	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► <u>Sep 3, 2021</u>
------------------	----------------------------	---------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Section K
IRAN CONTRACTING ACT OF 2010 COMPLIANCE
AFFIDAVIT

SECTION K

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at www.dgs.ca.gov/pd/Resources/PDLegislation.aspx.

INSTRUCTIONS:

- a. All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.
- b. If the proposed contract is not estimated to be worth One Million Dollars (\$1,000,000.00) or more, proposers are not required to submit this form.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> ROWENA PARTNERS LLC		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> MARIO PETRALIA		
<i>Date Executed</i> SEPT 3, 2021	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

FINANCIAL OFFER FORM

(Submit one form for each proposed location)

Concession Location: GRIFFITH PARK CENTER

Monthly Concession Fee Commitment

In year one of this Concession Agreement, for and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a percentage of gross receipts (PGR) as shown below (percentage must be equal to or greater than the minimum acceptable percentage shown below):

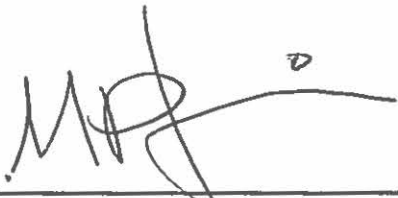
CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)
Food and non-alcoholic beverage sales	Six percent (6%)	Ten (10%)
Beer and wine sales	Ten percent (10%)	Fourteen (14%)
Birthday Party Packages	Fifteen percent (15%)	Twenty (20%)

Concessionaire shall pay to City the greater of the PGR as indicated above or a Minimum Annual Guarantee (MAG) in year two of (amount entered below must be at least \$20,000 for Griffith Park Pony Ride Snack Stand location and/or \$20,000 for Griffith Park Center Snack Stand location):

	MINIMUM ANNUAL GUARANTEE (MAG)	MAG OFFERED BY PROPOSER (spell out \$Amount)
YEAR 1 (Not required but may be proposed)	\$0	Zero
YEAR 2	\$20,000	\$ThirtySixThousand

THE MAG FOR YEARS THREE THROUGH TEN IS THE PREVIOUS YEAR'S MAG OR 90% OF THE PERCENTAGE OF GROSS RECEIPTS PAID FOR THE PREVIOUS CONTRACT YEAR, WHICHEVER IS GREATER.

Prepared By:



(Authorized Signature)

Mario Petralia

(Print Name)

Rowena Partners LLC

(Company Name)

Owner

(Title)

Date:

Sept 3, 2021

REQUEST FOR PROPOSAL
Griffith Park Food and Beverage Concession
(CON-F21-001)

RFP EXHIBIT F

CAPITAL INVESTMENT OFFER FORM

Concession Location: 4730 Crystal Springs Drive, L.A. CA 90027

Capital Investment Offer

1. Proposed Capital Investment for Leasehold Improvements \$ 78000 (A)
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
Utilities - electrical and plumbing	20000
Construction	18000
Paint and Finishes	5000
Patio	14000
ADA Bathroom	21000

2. Proposed Capital Investment for Furniture, Fixtures, and Equipment \$ 85000 (B)
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
Hood	10000
Kitchen Equipment	65000
Fixtures and furniture	10000

3. Architectural, engineering, and in-house fees (not to exceed 15%) \$ 5000 (C)

Total Capital Investment Commitment (add A + B + C above) = \$ 168000

Total Mid-term Refurbishment Commitment \$ _____

Signature of Authorized Person:  Date: Sept 3, 2021

Printed Name: Mario Petralia Title: owner

Note: Please attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.

**DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSAL
GRIFFITH PARK FOOD AND BEVERAGE CONCESSION**

TERMS AND CONDITIONS ACCEPTANCE FORM

Proposing Entity: Rowena Partners LLC
(Complete legal name/include DBA if applicable)

Entity Address: 2333 Fern Dell Dr. Los Angeles CA 90068

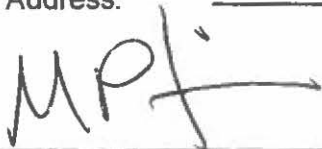
Organization Type: Sole Proprietor
(Corporation, partnership, sole proprietor, etc.)

Contact Name: Mario Petralia

Contact Telephone: 323-333-1569

Contact Fax: na

Email Address: thetrailscalfz@gmail.com



Authorized Signature

Sept 3, 2021

Date

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposal and the resulting agreement, without exception.

Instructions:

- 1) Complete the above.
- 2) Provide the appropriate signature of a person/officer authorized to bind the proposer.
- 3) Submit one original signature with the original proposal.

**PLEASE NOTE: FAILURE TO COMPLETE AND SIGN THIS FORM WITHOUT EXCEPTION
WILL BE GROUNDS FOR ELIMINATION FROM THIS COMPETITIVE PROCESS.**

Proposer Input Instructions

General:

- | | | | | | |
|---|--|--|--|--|--|
| 1) Use this form to capture the financial components for all of your proposal | | | | | |
| 2) If there are elements of your proposal that cannot be adequately presented in this workbook, please contact us to help re-design the forms to capture your proposal. Please do not change the forms without first contacting us. | | | | | |
| 3) This Excel workbook is divided into multiple tabs that you can see along the bottom of the page. Simply move the computer cursor/pointer over the tab and click to move from sheet to sheet. | | | | | |
| 4) Please complete the sheets as thoroughly as possible to properly convey your financial proposal. | | | | | |
| 5) We recommend completing the Tabs from left to right, but is not mandatory and they can be completed in any order. | | | | | |

Add footer

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:															
Concession Location:															
Year 1 Forecast															
SALES	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12		Year 1 Total	
Food	\$36,000.00	\$39,600.00	\$43,560.00	\$47,916.00	\$51,270.12	\$54,859.03	\$54,859.03	\$54,859.03	\$60,344.93	\$66,379.42	\$73,017.37	\$73,017.37		\$655,682.29	
Bar															
Wine	1,800.00	1,980.00	2,178.00	2,395.80	2,563.51	2,742.95	2,742.95	2,742.95	3,017.25	3,318.97	3,650.87	3,650.87		32,784.11	
Beer	3,600.00	3,960.00	4,356.00	4,791.60	5,127.01	5,485.90	5,485.90	5,485.90	6,034.49	6,637.94	7,301.74	7,301.74		65,568.23	
Total Bar	\$ 5,400.00	\$ 5,940.00	\$ 6,534.00	\$ 7,187.40	\$ 7,690.52	\$ 8,228.85	\$ 8,228.85	\$ 8,228.85	\$ 9,051.74	\$ 9,956.91	\$ 10,952.61	\$ 10,952.61		\$98,352.34	
Birthday Party Sales	\$ 200.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00		\$6,800.00	
TOTAL INCOME	\$41,600.00	\$45,940.00	\$50,494.00	\$55,503.40	\$59,360.64	\$63,687.88	\$63,687.88	\$63,687.88	\$70,196.67	\$77,136.34	\$84,769.97	\$84,769.97		\$760,834.64	
COST OF GOODS													Total Annual Inc.	\$760,834.64	
Cost of Food	\$ 10,800.00	\$ 11,880.00	\$ 13,068.00	\$ 14,374.80	\$ 15,381.04	\$ 16,457.71	\$ 16,457.71	\$ 16,457.71	\$ 18,103.48	\$ 19,913.83	\$ 21,905.21	\$ 21,905.21		\$196,704.69	
Cost of Bar															
Wine	\$ 540.00	\$ 594.00	\$ 653.40	\$ 718.74	\$ 769.05	\$ 822.89	\$ 822.89	\$ 822.89	\$ 905.17	\$ 995.69	\$ 1,095.26	\$ 1,095.26		9,835.23	
Beer	\$ 1,620.00	\$ 1,782.00	\$ 1,960.20	\$ 2,156.22	\$ 2,307.16	\$ 2,468.66	\$ 2,468.66	\$ 2,468.66	\$ 2,715.52	\$ 2,987.07	\$ 3,285.78	\$ 3,285.78		29,505.70	
Total Cost of Bar	2,160.00	2,376.00	2,613.60	2,874.96	3,076.21	3,291.54	3,291.54	3,291.54	3,620.70	3,982.77	4,381.04	4,381.04		39,340.94	
Total Cost of Goods	12,960.00	14,256.00	15,681.60	17,249.76	18,457.24	19,749.25	19,749.25	19,749.25	21,724.18	23,896.59	26,286.25	26,286.25		236,045.63	
Gross Profit from Sales	\$ 28,640.00	\$ 31,684.00	\$ 34,812.40	\$ 38,253.64	\$ 40,903.39	\$ 43,938.63	\$ 43,938.63	\$ 43,938.63	\$ 48,472.50	\$ 53,239.75	\$ 58,483.72	\$ 58,483.72		\$524,789.01	
OPERATING EXPENSES															
Wage Expense	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00		\$282,000.00	
Total Labor	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00		\$ 282,000.00	
FICA	1,759.50	1,759.50	1,759.50	1,759.50	1,759.50	1,759.50	1,836.00	1,836.00	1,836.00	1,836.00	1,836.00	1,836.00		21,573.00	
CA EDD	368.00	368.00	368.00	368.00	368.00	368.00	384.00	384.00	384.00	384.00	384.00	384.00		4,512.00	
Worker's comp	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00	1,300.00		15,000.00	
Insurance and Benefits														-	
Total Labor Expenses	\$26,327.50	\$26,327.50	\$26,327.50	\$26,327.50	\$26,327.50	\$26,327.50	\$27,520.00	\$27,520.00	\$27,520.00	\$27,520.00	\$27,520.00	\$27,520.00		\$ 323,085.00	
Varriable Expenses															
Acctg/Legal	200.00	200.00	200.00	200.00	200.00	200.00	300.00	300.00	300.00	300.00	300.00	300.00		3,000.00	
Cleaning & Paper Supplies	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00		7,200.00	
Credit Card Expense	1,002.40	1,108.94	1,218.43	1,338.88	1,431.62	1,537.85	1,537.85	1,537.85	1,696.54	1,863.39	2,046.93	2,046.93		18,367.62	
Entertainment/Music														-	
Equipment Rental														-	
Floral, Expendables	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00		1,200.00	
Laundry & Linens	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00		2,400.00	
Office Expense	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00		2,400.00	
Telephone/Internet	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00		3,600.00	
Trash Removal														-	
Utilities	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00		6,000.00	
Marketing	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	500.00	500.00	500.00	500.00	500.00	500.00		9,000.00	
Subtotal Variable	\$4,102.40	\$4,208.94	\$4,318.43	\$4,438.88	\$4,531.62	\$4,637.85	\$4,237.85	\$4,237.85	\$4,396.54	\$4,563.39	\$4,746.93	\$4,746.93		\$53,167.62	
Fixed Expenses															
Insurance	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00		3,600.00	
Licenses & Permits	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00		3,600.00	
Subtotal Fixed	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00		\$7,200.00	
Occupancy Expenses (MAG)															
Food	\$3,120.00	\$3,445.50	\$3,787.05	\$4,162.76	\$4,452.05	\$4,776.59	\$4,776.59	\$4,776.59	\$5,264.75	\$5,785.23	\$6,357.75	\$6,357.75		57,062.60	
Alcohol	\$680.40	\$748.44	\$823.28	\$905.61	\$969.01	\$1,036.84	\$1,036.84	\$1,036.84	\$1,140.52	\$1,254.57	\$1,380.03	\$1,380.03		12,392.40	
Special Events	\$40.00	\$80.00	\$80.00	\$80.00	\$80.00	\$120.00	\$120.00	\$120.00	\$160.00	\$160.00	\$160.00	\$160.00		1,360.00	
MAG Payments	\$3,840.40	\$4,273.94	\$4,690.33	\$5,148.37	\$5,501.05	\$5,933.43	\$5,933.43	\$5,933.43	\$6,565.27	\$7,199.80	\$7,897.78	\$7,897.78		\$70,814.99	
Total Operating Exp.	\$34,870.30	\$35,410.38	\$35,936.27	\$36,514.74	\$36,960.17	\$37,498.78	\$38,291.28	\$38,291.28	\$39,081.81	\$39,883.19	\$40,764.71	\$40,764.71		\$454,267.61	
NET INCOME	\$ (6,230.30)	\$ (3,726.38)	\$ (1,123.87)	\$ 1,738.90	\$ 3,943.22	\$ 6,439.85	\$ 5,647.35	\$ 5,647.35	\$ 9,390.69	\$ 13,356.56	\$ 17,719.01	\$ 17,719.01		\$70,521.40	
										Annual Total Net Income		\$70,521.40			

10 Year Forecast				
Year 1	Year 2	Year 3	Year 4	Year 5
\$655,682.29	\$721,250.52	\$793,375.58	\$817,176.84	\$841,692.15
32,784.11	36,062.53	39,668.78	40,858.84	42,084.61
65.568.23	72.125.05	79.337.56	81.717.68	84.169.21
\$ 98.352.34	\$ 108.187.58	\$ 119.006.34	\$ 122.576.53	\$ 126.253.82
\$ 6.800.00	\$ 7.480.00	\$ 8.228.00	\$ 8.228.00	\$ 8.228.00
\$760,834.64	\$836,918.10	\$920,609.91	\$947,981.37	\$976,173.97
\$ 196,704.69	\$ 216,375.16	\$ 238,012.67	\$ 245,153.05	\$ 252,507.64
\$ 9,835.23	\$ 10,818.76	\$ 11,900.63	\$ 12,257.65	\$ 12,625.38
\$ 29,505.70	\$ 21,637.52	\$ 23,801.27	\$ 24,515.31	\$ 25,250.76
39,340.94	32,456.27	35,701.90	36,772.96	37,876.15
236.045.63	248.831.43	273.714.57	281.926.01	290.383.79
\$ 524.789.01	\$ 588.086.67	\$ 646.895.34	\$ 666.055.36	\$ 685.790.18
\$ 282,000.00	\$ 290,460.00	\$ 299,173.80	\$ 308,149.01	\$ 317,393.48
\$282,000.00	\$290,460.00	\$299,173.80	\$308,149.01	\$317,393.48
21,573.00	22,220.19	22,886.80	23,573.40	24,280.60
4,512.00	4,647.36	4,786.78	4,930.38	5,078.30
15,000.00	15,394.38	15,856.21	16,331.90	16,821.85
\$323,085.00	\$332,721.93	\$342,703.59	\$352,984.70	\$363,574.24
3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
7,200.00	7,200.00	7,200.00	7,200.00	7,200.00
18,367.62	20,583.03	22,641.34	23,311.94	24,002.66
1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
2,400.00	3,000.00	3,000.00	3,000.00	3,000.00
2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
3,600.00	3,600.00	3,600.00	3,600.00	3,600.00
6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
\$53,167.62	\$55,983.03	\$58,041.34	\$58,711.94	\$59,402.66
3,600.00	3,600.00	3,600.00	3,600.00	3,600.00
3,600.00	3,600.00	3,600.00	3,600.00	3,600.00
\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00
\$57,062.60	\$62,768.86	\$69,045.74	\$75,950.32	\$83,545.35
\$12,392.40	\$13,631.63	\$14,994.80	\$16,494.28	\$18,143.71
\$1,360.00	\$1,496.00	\$1,645.60	\$1,810.16	\$1,991.18
\$70,814.99	\$77,896.49	\$85,686.14	\$94,254.76	\$103,680.23
\$454,267.61	\$473,801.46	\$493,631.07	\$513,151.39	\$533,857.12
\$ 70,521.40	\$ 114,285.22	\$ 153,264.27	\$ 152,903.97	\$ 151,933.06
\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
\$ 59,521.40	\$ 103,285.22	\$ 142,264.27	\$ 141,903.97	\$ 140,933.06

Year 6	Year 7	Year 8	Year 9	Year 10
\$866,942.91	\$892,951.20	\$919,739.74	\$947,331.93	\$975,751.89
43,347.15	44,647.56	45,986.99	47,366.60	48,787.59
86.694.29	89.295.12	91.973.97	94.733.19	97.575.19
\$ 130.041.44	\$ 133.942.68	\$ 137.960.96	\$ 142.099.79	\$ 146.362.78
\$ 8.228.00	\$ 8.228.00	\$ 8.228.00	\$ 8.228.00	\$ 8.228.00
\$1,005,212.35	\$1,035,121.88	\$1,065,928.70	\$1,097,659.72	\$1,130,342.67
\$ 260,082.87	\$ 267,885.36	\$ 275,921.92	\$ 284,199.58	\$ 292,725.57
\$ 13,004.14				
13,004.14	-	-	-	-
273.087.02	267.885.36	275.921.92	284.199.58	292.725.57
\$ 732.125.33	\$ 767.236.52	\$ 790.006.78	\$ 813.460.14	\$ 837.617.10
\$ 326,915.29	\$ 336,722.75	\$ 346,824.43	\$ 357,229.16	\$ 367,946.04
\$326,915.29	\$336,722.75	\$346,824.43	\$357,229.16	\$367,946.04
25,009.02	25,759.29	26,532.07	27,328.03	28,147.87
5,230.64	5,387.56	5,549.19	5,715.67	5,887.14
17,326.51	17,846.31	18,381.69	18,933.15	19,501.14
\$374,481.46	\$385,715.91	\$397,287.38	\$409,206.01	\$421,482.19
3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
7,200.00	7,200.00	7,200.00	7,200.00	7,200.00
25,624.39	26,853.28	27,650.24	28,471.10	29,316.60
1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
3,600.00	3,600.00	3,600.00	3,600.00	3,600.00
6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
9,000.00	9,000.00	9,000.00	9,000.00	9,000.00
\$61,024.39	\$62,253.28	\$63,050.24	\$63,871.10	\$64,716.60
3,600.00	3,600.00	3,600.00	3,600.00	3,600.00
3,600.00	3,600.00	3,600.00	3,600.00	3,600.00
\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00
\$91,899.88	\$101,089.87	\$111,198.86	\$122,318.75	\$134,550.62
\$19,958.08	\$21,953.88	\$24,149.27	\$26,564.20	\$29,220.62
\$2,190.29	\$2,409.32	\$2,650.26	\$2,915.28	\$3,206.81
\$114,048.25	\$125,453.08	\$137,998.39	\$151,798.23	\$166,978.05
\$556,754.10	\$580,622.27	\$605,536.01	\$632,075.34	\$660,376.83
\$ 175,371.23	\$ 186,614.25	\$ 184,470.77	\$ 181,384.80	\$ 177,240.27
\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00
\$ 164,371.23	\$ 175,614.25	\$ 173,470.77	\$ 170,384.80	\$ 166,240.27

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

Revenue:

Food and Beverage Sales

Other

Cost of Goods

Expenses:

Concession Fee

Food

Beverages

Other

Payroll Costs

Wages

Payroll Taxes

Health Insurance & Benefits

Workers' Compensation Insurance

Variable Costs

Accounting

Advertising, Marketing & Promotion

Dues & Subscriptions

Environmental Costs

Equipment Replacement - Small

Equipment Replacement - Large

Legal

Office Expenses

Payroll Processing Fees

Professional Services

Repair & Maint. - FF&E

Repair & Maint. - Building

Supplies

Start up Expenses - Yr 1

Telephone

Travel & Entertainment

Utilities

Other

Fixed Costs

Depreciation

Insurance & Liability

Service Contracts

Licenses

Other

Debt Expense

Taxes

Detail Assumptions used for developing proposed Revenues and Expenses

weather, fires, power outages, pandemic , theft

increased costs, gas prices, recalls

cost of living, minum wage increases

employee health care, Cal savers

equipment replacemnt

Assumptions

Add header

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:										
	Cash Flow - Years 1-10									
	1	2	3	4	5	6	7	8	9	10
Sources of Cash										
Capital Loan	\$ 100,000									
Private Funds	\$ 88,000									
Operating Profits	\$ 70,521	\$ 103,285	\$ 142,264	\$ 141,904	\$ 164,371	\$ 175,614	\$ 173,471	\$ 173,471	\$ 170,385	\$ 166,240
Plus:										
Depreciation	\$ 17,276	\$ 17,276	\$ 17,276	\$ 17,276	\$ 17,276	\$ 17,276	\$ 17,276	\$ 5,133	\$ 5,133	\$ 5,133
Change in Accounts Payable	\$ -									
Change in Payroll Payable	\$ -									
Other	\$ -									
Other	\$ -									
Total Sources Of Cash	\$ 275,797	\$ 120,561	\$ 159,540	\$ 159,180	\$ 181,647	\$ 192,890	\$ 190,747	\$ 178,604	\$ 175,518	\$ 171,373
Uses of Cash										
Capital Investment	\$ 188,000									
Change in Accounts Receivables	\$ -									
Change in Inventory	\$ -									
Repayment of Loan Principal	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
Other										
Total Uses of Cash	\$ 199,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
Net Change in Cash Flow	\$ 76,797	\$ 109,561	\$ 148,540	\$ 148,180	\$ 170,647	\$ 181,890	\$ 179,747	\$ 167,604	\$ 164,518	\$ 160,373
Break Even Cash Flow	\$ 76,797	\$ 186,359	\$ 334,899	\$ 483,079	\$ 653,726	\$ 835,616	\$ 1,015,363	\$ 1,182,967	\$ 1,347,485	\$ 1,507,858

September 7, 2021

MARIO P PETRALIA
ROWENA PARTNERS, LLC
1644 HILL DR
LOS ANGELES CA 90041

Dear Mario P Petralia,

Thank you for considering Bank of America® to help you finance your purchase of a second location and we're excited for this opportunity. This letter confirms our interest in providing you credit.

Our final decision for the conventional loan will be based on, but not limited to the following:

- ✓ Providing any other items needed to meet our lending requirements
- ✓ Loan approval from our Loan Center

As a reminder, this is a letter of interest and is not a commitment to lend.

If you have any questions, please don't hesitate to call me at 323.229.0148.

Sincerely,

Carlos A. Gonzalez
Vice President

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

CHECK RECEIPT

Received from Rowena Partners LLC, a
Name of Company

Proposal Deposit in the amount of \$3000.00

Check # 0805220654


Commission Office

Received by: _____

Date: _____

BANK OF AMERICA 

Cashier's Check

No. 0805220654

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

91-170/1221

Date 09/07/21 12:25:33 PM

NAZ

EAGLE ROCK

0017

0000328

0056

Pay



BANK OF AMERICA 

****\$3,000.00****


****Three Thousand and 00/100 Dollars****

To The
Order Of **CITY OF LOS ANGELES**

MEMO: PROPOSAL DEPOSIT CON-E21-001

Remitter (Purchased By): **ROWENA PARTNERS, LLC**

Bank of America, N.A.
PHOENIX, AZ


AUTHORIZED SIGNATURE

⑈0805220654⑈ ⑆122101706⑆ 457002931717⑈

HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDOSEMENTS



GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for
Food Service Institutions



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**“GOVERNMENTS HAVE FEW
SOURCES OF LEVERAGE OVER
INCREASINGLY GLOBALIZED
FOOD SYSTEMS, BUT PUBLIC
PROCUREMENT IS ONE OF THEM.**

When sourcing food for schools, hospitals, and public administrations, governments have a rare opportunity to to support more nutritious diets and more sustainable food systems in one fell swoop."

OLIVIER DE SCHUTTER

Former U.N. Special Rapporteur on the Right to Food (2014)

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The Good Food Purchasing Standards for Food Service Institutions were made possible by the generous contributions of many individuals. The Center for Good Food Purchasing is grateful for the expertise and guidance of the following contributors and reviewers who participated in the update process for the Good Food Purchasing Standards, Version 2.0.

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



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WHY PROCUREMENT?

Every year, institutions across the United States - from school districts to city governments - spend billions of dollars on food purchases.

By exercising their buying power and building Good Food purchasing practices into their work, food service institutions can influence supply chains and lead the movement for a values-based food system – a food system that is healthy, ecologically sound, economically viable, socially responsible, and humane.

While many institutions recognize that their food purchases can have a major impact on improving the food system and have the will to buy better food, often they have no idea where their food is coming from or how it was produced. And this is information that matters.

Creating a values-based food system begins with increasing transparency along the entire supply chain to better understand relationships between vendors, distributors and their suppliers.

The Good Food Purchasing Program provides institutions with the framework and tools to help facilitate values-based purchasing and build a more equitable and sustainable food system.



Public institutions, in particular, play a critical role in increasing access to Good Food.

Public institutions often provide food to communities with the least access to Good Food. Through their reach to some of the most vulnerable populations, public programs help ensure that all residents have access to healthy, high quality food. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. They provide a buffer against hunger and also serve as a primary source of nutrition for many residents, including children and seniors. By engaging in Good Food purchasing practices, public institutions that serve large numbers of low-income people can guarantee that Good Food is a right and not a privilege.

Public institutions spend taxpayer dollars to purchase food and as policymakers, they have the responsibility to ensure that public food contracts reflect a community's values. They have an opportunity to use the public contracting process to create greater accountability along their supply chains, by asking for companies with whom they work for strong commitments to transparency and the institution's values.

Public institutions are community leaders – when they take a stand for their values, others follow.



GOOD FOOD PURCHASING PROGRAM® OVERVIEW

The Center for Good Food Purchasing's Good Food Purchasing Program provides a metric-based, flexible framework that encourages large institutions to direct their buying power toward five core values:

- 1 local economies,
- 2 environmental sustainability,
- 3 valued workforce,
- 4 animal welfare, and
- 5 nutrition

Through the Program, the Center works with institutions to establish supply chain transparency from farm to fork, evaluate how current purchasing practices align with the Good Food Purchasing Standards, set goals, measure progress, and celebrate successes in using institutional purchasing power to improve the food system.

PARTICIPATION COMMITMENTS

Good Food Purchasing Program participants commit to the following core components:

- 1 Meet at least the baseline standard in each of the five value categories, as outlined in the Good Food Purchasing Standards;
- 2 Incorporate the Good Food Purchasing Standards and reporting requirements into new RFPs and contracts;
- 3 Establish supply chain transparency to the farm of origin that enables the commitment to be verified and tracked over time;
- 4 Commit to annual verification of food purchases by the Center to monitor compliance, measure progress, and celebrate success.

The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.

GOOD FOOD VALUES

Improving equity, affordability, accessibility, and consumption of high quality, culturally relevant Good Food in all communities is central to advancing Good Food purchasing practices.

LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

VALUED WORKFORCE

Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.





GOOD FOOD PURCHASING PROGRAM® PARTICIPATION: PHASES & KEY STEPS

The Center for Good Food Purchasing provides planning, implementation and evaluation support for institutions involved with the Good Food Purchasing Program. The Center works with institutions at every step of a two-phase, multi-step process, which includes:

- 1** measuring an institution's baseline;
- 2** identifying goals and developing an action plan;
- 3** improving impact and tracking progress;
- 4** institutionalizing Good Food Purchasing goals; and
- 5** celebrating success.

The following overview outlines the primary activities over two phases of an institution's Good Food Purchasing Program participation.

**“WE DIDN’T HAVE TO INVENT
THE PROCESS FROM SCRATCH.
WE COULD HAVE ASSISTANCE
FROM A TRIED-AND-TRUE**

process, and at the same time, develop
our own goals and processes that would
reflect our values in our community.”

EDWIN MARTY

Food Policy Manager, City of Austin Office of Sustainability

PHASE 1

Phase One begins with examining current food purchasing practices through a baseline assessment to understand existing alignment with the Good Food Purchasing Program Standards in the five value categories. The baseline assessment is conducted by the Center for Good Food Purchasing.

STEP 1: BASELINE ASSESSMENT

Conduct Good Food Purchasing Program Overview Briefing:

- Introductory meeting with institution and the Center.

Notify Vendors & Begin Data Collection:

- Institution informs vendors of commitment to the Good Food Purchasing Program, discusses data collection needs, and determines a feasible timeline for data collection.

Collect & Submit Data:

- Vendors submit data to institution. Institution shares data with the Center for review.

Conduct Baseline Assessment:

- The Center analyzes purchasing data and provides a detailed evaluation of institution's current alignment with each value category.

STEP 2: GOAL SETTING

Discuss Baseline Assessment:

- Institution and the Center discuss the results of the baseline assessment and identify short and long-term purchasing goals.

Develop Action Plan:

- Institution, with technical support from the Center and any additional local partners, develops a multi-year Good Food Purchasing action plan roadmap.

PHASE 2

Phase Two involves commitment to improving Good Food Purchasing practices over time, which is documented through annual verification and celebration of achievements. The Center issues a Good Food Provider verification seal to an institution once it meets at least a baseline standard in each of the five value categories.

STEP 3: IMPROVE IMPACT & MEASURE PROGRESS

Make Purchasing Shifts to Meet Action Plan Milestones

- Institution uses action plan to make purchasing shifts, which help meet or exceed the baseline in the five value categories, in partnership with vendors and local partners.

Collect Updated Purchasing Data from Vendors:

- Institution collects purchasing data from vendors annually.

Track Progress & Award Star Rating:

- The Center analyzes data and provides a detailed report with a star rating to institution on its overall performance, progress within each value category, and trends.

ANNUAL REPORTING REQUIREMENTS

- 1) Submit Food Service Operations Overview form (i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served).
- 2) Submit Baseline Nutrition Self-Assessment.
- 3) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
- 4) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
 - i. Product name;
 - ii. Unit type purchased (e.g. cases, bunches, packs);
 - iii. Number of units purchased;
 - iv. Volume per unit (e.g. ounces, lbs);
 - v. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
 - vi. Amount spent by institution for each product, to include:
 - i. Price per unit;
 - ii. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS

Adopt Formal Policy and Incorporate Good Food Purchasing Program Language into RFPs and Contracts

- Institution adopts formal policy and incorporates Good Food Purchasing Program language into new bids and contracts. (See Appendix A for template policy language).

STEP 5: CELEBRATE SUCCESS

Issue Verification Seal and Branded Materials (When Applicable)

- The Center issues a Good Food Provider verification seal to the institution once it meets at least a baseline standard in each of the five value categories.

Publicly Recognize Leadership

- Institution, local partners, and the Center share annual public progress report and publicly celebrate progress.



GOOD FOOD PURCHASING STANDARDS AND SCORING SYSTEM OVERVIEW

The Good Food Purchasing Standards are a central component of the Good Food Purchasing Program. The Standards provide institutions with a roadmap for working towards a more sustainable and equitable food system. An institution is expected to meet a baseline in each value category by sourcing a certain percentage of food from producers that reflect each of the five values. The Standards set a basic minimum in each value category, but encourage institutions to earn higher levels of achievement through a flexible, points-based scoring system. Key aspects of the scoring system include:

BASELINE STANDARD

Each of the five value categories has a baseline standard. To become a Good Food Provider, an institution must meet at least the baseline in each of the five values.

CERTIFICATION-BASED

Standards are primarily based off of third-party certifications that have been identified as meaningful and ranked by national experts in each category.

FLEXIBLE, TIERED POINT SYSTEM

Performance is measured using a points-based formula in which points are accumulated based on level of achievement. There are three levels in each category, with higher levels worth more points. Points are awarded for each category individually, allowing institutions to accommodate their priorities and constraints by participating at the baseline in some categories and earning additional points by going above and beyond in other categories.

AGGREGATION OF POINTS AND STAR RATING

Points earned in each category are added together to determine the overall number of points. A star rating is awarded based on the total number of points earned. The minimum score needed to earn One Star and the Good Food Provider seal is five (one point in each category). As points accumulate, higher star ratings are awarded according to the chart below. A participant that earns five or more points only receives the Good Food Provider seal if they meet the baseline standard in each category.

INCREASED COMMITMENT OVER TIME

To maintain the star rating, an institution increases the amount of Good Food purchased each year.

GOOD FOOD PURCHASING AWARD LEVELS

STAR RATING	POINTS
★	5-9
★★	10-14
★★★	15-19
★★★★	20-24
★★★★★	25+

SAMPLE SCORESHEET

Example: Institution A serves nutritious meals to low-income children. They use their purchasing power to support local businesses and well-paying jobs, so they have prioritized Local Economies, Valued Workforce, and Nutrition. They are satisfied meeting the baseline standard in Environmental Sustainability and Animal Welfare.

LOCAL ECONOMIES

6 points

We create opportunities for businesses in our community to thrive. We purchase over 50% of our food from producers within 250 miles, including very small farmers and businesses owned by women and entrepreneurs of color.

ENVIRONMENTAL SUSTAINABILITY

1 point

We purchase over 15% of food from producers with high environmental stewardship standards, including organic practices and chicken produced without routine antibiotics. We have also adopted a less meat, better meat strategy to decrease our carbon and water footprint.

VALUED WORKFORCE

6 points

We purchase over 10% of our food from suppliers who pay their workers living wages and respect health and safety regulations. Many of the workers in our supply chain are represented by a union contract. This is a high bar by industry standards and something we work actively with our suppliers to improve even further.

ANIMAL WELFARE

1 point

Our menus feature plant-forward dishes, which has led to a 15% reduction in the total volume of animal products purchased. At the same time, we purchase higher welfare meat products.

NUTRITION

3 points

We purchase whole, seasonal fruits and vegetables, prioritize plant based menu items and minimize added sugars and sodium. We feature our most nutritious menu items 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.

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).

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

TARGET: YEAR 5

POINTS AWARDED

LEVEL 3

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria);

25% of the total dollars spent annually on food products will come from Level 3 environmentally sustainable sources by fifth year of participation;

3

AND

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

Reduce carbon and water footprint of meat, poultry, and cheese purchases, per meal served by 30% from baseline year;

AND

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

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.

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.

All seafood purchased should be listed as "Best Choice" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.

At least 50% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.^{28, 29}

All animal products are produced without the use of antimicrobial drugs for disease prevention purposes.³⁰

²⁵ The baseline year is the year in which institution initiates its meat reduction efforts.

²⁶ Qualifying food resource recovery strategies will be determined based on adherence to EPA's [Food Recovery Hierarchy](#). See Appendix B for menu of options.

²⁷ An institution may choose to conduct waste audit at a select number of sample sites.

²⁸ Refer to footnote 22.

²⁹ Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

³⁰ Refer to footnote 22.

ENVIRONMENTAL SUSTAINABILITY

EXTRA POINTS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

- 1** Institution participates in “Meatless Mondays” campaign or any equivalent meatless day program.
- 1** 100% of disposable flatware, dishes, cups, napkins and other service items are compostable.
- 1** No bottled water is sold or served, and plain or filtered tap water in reusable jugs, bottles or dispensers is available.

ENVIRONMENTAL SUSTAINABILITY

QUALIFYING CRITERIA

LEVEL 1

LEVEL 2

LEVEL 3

FRUITS & VEGETABLES

- Distributor provides grower signed affidavit verifying that produce has been grown without the use of pesticides listed as prohibited for fresh produce by Whole Foods' Responsibly Grown program and all neonicotinoids and affidavit is accompanied by a site visit from institution or community partner; or

Gold certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy.

- Protected Harvest certified; or
- Food Alliance certified; or
- Rain Forest Alliance certified; or
- Enrolled in Whole Foods Responsibly Grown program; or
- Platinum certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy; or
- USDA Transitional Organic Standard; or
- Sustainably Grown certified; or
- Salmon Safe; or
- LEAF (Linking Environment and Farming)

- USDA Organic; or
- Demeter Certified Biodynamic; or
- Produce grown in a farm or garden at the institution using organic practices

MILK & DAIRY

- AGA Grassfed

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

POULTRY

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

EGGS

- Certified Humane Raised and Handled

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

MEAT

- AGA Grassfed

- Animal Welfare Approved; or
- Food Alliance Certified; or
- Grasslands Alliance Standard

- USDA Organic

FISH (WILD)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide

- Marine Stewardship Council certified, paired with the MSC Chain of Custody Certification

FISH (FARM-RAISED)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch 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.

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

1

AND

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).

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).

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.

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.

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

2

AND

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).

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).

LEVEL 3

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers

See page 32 for additional details.

3

AND

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).

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).

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 to 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

DAIRY

- Certified Humane; or
- USDA Organic³⁹

- PCO 100% Grassfed

- Animal Welfare Approved

EGGS⁴⁰

- Certified Humane Cage Free; or
- GAP Step 1, 2; or
- USDA Organic⁴¹

- American Humane Certified Pasture Raised⁴²; or
- Certified Humane Free Range; or
- GAP Step 3

- Animal Welfare Approved; or
- Certified Humane Pasture Raised; or
- GAP Step 4, 5, 5+

POULTRY

- Certified Humane; or
- GAP⁴³ Step 2, 3; or
- USDA Organic⁴⁴

- Certified Humane Free Range⁴⁵

- Animal Welfare Approved; or
- GAP Step 4, 5, 5+

BEEF

- Approved American Grassfed Association Producer; or
- Certified Humane; or
- GAP Step 1, 2; or
- USDA Organic⁴⁶

- PCO 100% Grassfed

- Animal Welfare Approved; or
- Certified Grassfed by A Greener World; or
- GAP Step 4, 5, 5+

PORK

- Certified Humane; or
- GAP Step 1, 2; or
- USDA Organic⁴⁷

- Gap Step 3

- Animal Welfare Approved; or
- GAP Step 4, 5, 5+

FISH⁴⁸

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

POINTS AWARDED

HIGH PRIORITY

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

2 CHECKS

Items with High Priority designation are worth two checks per item met

HEALTHY PROCUREMENT

- ☐ Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.⁴⁹
- ☐ If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.^{50, 51}
- ☐ Fruits, vegetables, and whole grains account for at least 50% of total food purchases by volume.⁵²
- ☐ All individual food items contain ≤ 480 mg sodium per serving.⁵³ Purchase “low sodium” (≤ 140 mg sodium per serving) whenever possible.
- ☐ Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.

HEALTHY FOOD SERVICE ENVIRONMENT

- ☐ Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.⁵⁴
- ☐ Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.
- ☐ Offer plant-based main dishes at each meal service.⁵⁵

HEALTH EQUITY

- ☐ Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color.⁵⁶ Examples of qualifying initiatives:
 - Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer’s market located in a low-income census tract that accepts EBT.

⁴⁹ See Appendix C for definitions for whole/minimally processed, processed, and ultraprocessed (Source: San Diego County Department of Public Health Eat Well Standards).

⁵⁰ Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per 2 oz.

⁵¹ One strategy to reduce red and processed meat purchases is to limit portion sizes based on current US Dietary Guidelines. Average per-meal amount for meat, poultry and eggs for a 2000 calorie diet is 1.9 oz. (The range for a 1000-2200 calorie diet is .7-2 oz. per meal). See the [USDA Food Patterns: Healthy U.S.-Style Eating Pattern](#) for more information.

⁵² Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. With the exception of the following foods:

⁵³ **Sodium Standards for Purchased Food:**

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

⁵⁴ Health Care Without Harm “Healthy Beverage Defined: Water (filtered tap, unsweetened, seltzer or infused); 100 percent fruit juice (optimal 4 oz. serving); 100% vegetable juice (optimal sodium less than 140 mg); Milk (unflavored); Non-dairy milk alternatives (plain, unsweetened); Teas and Coffee (unsweetened with only naturally occurring caffeine).

⁵⁵ To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. Recommend plant-based main dishes to include fruits, vegetables, beans and/or legumes.

⁵⁶ Food or monetary donations for charitable causes do not count.

NUTRITION

PURCHASING GOALS

STRATEGIES

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

POINTS AWARDED

PRIORITY

HEALTHY PROCUREMENT

- ☐ All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.⁵⁷
- ☐ If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).⁵⁸
- ☐ All pre-packaged food has zero grams trans fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).
- ☐ At least 50% of grain products purchased are whole grain rich.⁵⁹
- ☐ Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing.⁶⁰ Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.

HEALTHY FOOD PREPARATION

- ☐ Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.
- ☐ Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming).

HEALTHY FOOD SERVICE ENVIRONMENT

- ☐ If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage 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.

1

CHECK

Items with Priority designation are worth one check per item met

⁵⁷ Low Sodium is 140 mg or less per RACC.

⁵⁸ Fat-Free is 0.5g or less per RACC; Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Reduced fat is 25% less fat per RACC when compared to the original food; Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g).

⁵⁹ Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice; 3 grams or more of fiber/serving.

⁶⁰ Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g); Low Calorie is 40 calories or less per RACC and per 50g if RACC is small (<30g).

⁶¹ A cup/glass of chilled tap water is prioritized and water in recyclable bottle is a secondary substitute to be avoided if possible for environmental considerations.

NUTRITION

EXTRA POINTS & SCORING TARGETS

EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Nutrition Extra Points section.

- 1** **MENU LABELING**
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide.
- 1** **PORTION CONTROL**
Adopt one or more portion control strategies, if applicable. (e.g. Utilize 10" or smaller plates for all meals; make available reduced-size portions of at least 25% of menu items offered; offer reduced-size portions at a lower price than regular sized portions, eliminate trays from lines).⁶²
- 1** **CULTURALLY APPROPRIATE MENUS**
Offer menu items that are culturally appropriate for institution's demographic composition. Institution should submit menus with ingredient lists for culturally appropriate items.
- 1** **NUTRITION & FOOD SYSTEMS EDUCATION**
For K-12 institutions: Institution implements nutrition education programming. Examples of qualifying initiatives include:
 - Interactive/educational garden program
 - District-wide required nutrition curriculum
 - Farm/processing site visits to regional producers
- 1** **WORKSITE WELLNESS**
Develop and implement a worksite wellness program for employees and/or patrons that includes nutrition education.
- 1** **HEALTHY VENDING**
Adopt a healthy vending machine policy for machines at all locations, using the Federal Food Service Guidelines or a higher standard.⁶³

PERCENTAGE OF CHECKLIST ITEMS MET

SCORING TARGET

POINTS AWARDED

51 - 64.9%

LEVEL 1

1

65 - 79.9%

LEVEL 2

2

80 - 100%

LEVEL 3

3

UP TO **6** EXTRA POINTS

⁶² Reduced-sized portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.

⁶³ Food Service Guidelines for Federal Facilities:

https://www.cdc.gov/obesity/downloads/guidelines_for_federal_concessions_and_vending_operations.pdf, pages 13-14.



APPENDICES

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION

Whereas, [Institution] procures [\$ food spend] annually in food and food supplies. The large-scale volume demands include serving [number of meals per day] meals per day and [number of meals per year] meals annually. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in [Institution];

Whereas, [Percentage] of students in [Institution], [X%] of whom are students of color, qualify for federal and state meal benefits through the [National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program];

Whereas, In practicing good food procurement methods, [Institution] can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices by [Institution] can nationally impact the creation and availability of a local, equitable, and sustainable good food system;

Whereas, [Institution] has [detail of existing Good Food practice or policy. Duplicate this list item as many times as needed];

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management); and

Whereas, Implementation of the comprehensive Good Food Purchasing Program will promote the ongoing leadership of [Institution] in being a good food leader in our community and nationwide; now, therefore, be it,

RESOLVED, That [Institution] will use its purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers and low-income entrepreneurs of color to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

Local Economies: support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

Environmental Sustainability: source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

Valued Workforce: Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

Animal Welfare: Source from producers that provide healthy and humane conditions for farm animals.

Nutrition: Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION, CONT.

RESOLVED, that [Institution] commits to taking the following steps in support of Good Food:

- (1)** Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.
- (2)** Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
- (3)** Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts with the opportunity for community input on contract awards.
- (4)** Commit to annual verification of food purchases by the Center for Good Food Purchasing and comply with due diligence reporting requirements to verify compliance, measure progress, and celebrate success at the [enter desired star rating] level.

RESOLVED, that [Institution] commits to the following reporting requirements:

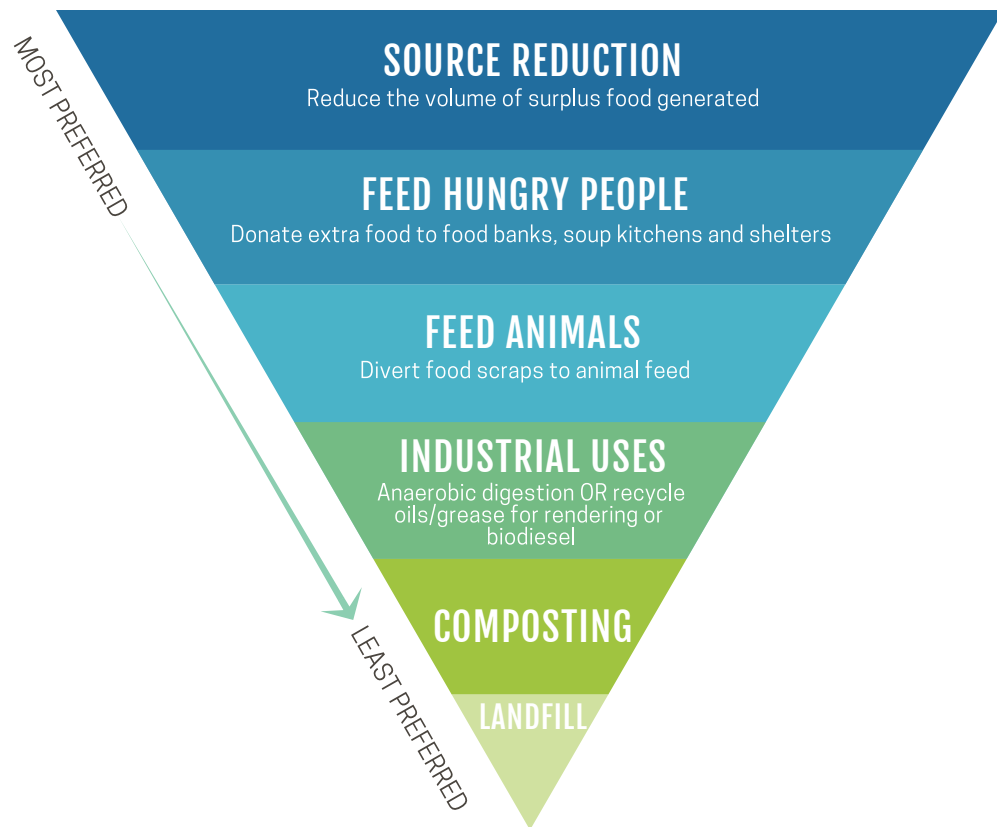
- (1)** Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.
- (2)** Submit Baseline Nutrition Assessment.
- (3)** Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
 1. Product name;
 2. Unit type purchased (e.g. cases, bunches, packs);
 3. Number of units purchased;
 4. Volume per unit (e.g. ounces, lbs);
 5. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
 6. Amount spent by institution for each product, to include:
 - a. Price per unit;
 - b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.
- (4)** Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
- (5)** Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Program.
- (6)** Report to the [insert policy body] annually on implementation progress of the Good Food Purchasing Program with the opportunity for community input.

APPENDIX B: EPA FOOD RECOVERY HIERARCHY: IDENTIFYING AND PRIORITIZING STRATEGIES TO REDUCE WASTED FOOD



The EPA has developed the Food Recovery Hierarchy to help prioritize actions that organizations can take to prevent wasted food. Reduction/diversion points include:

1. Source Reduction – reduce the amount of surplus food generated
2. Recovery: Feed Hungry People – donate extra food to food banks, soup kitchens, shelters
3. Recycling:
 - Feed Animals – divert food scraps to animal feed
 - Industrial Uses – anaerobic digestion (send food to anaerobic digester) OR recycle oils/grease (for rendering or biodiesel)
 - Composting



According to the EPA, “each tier of the Food Recovery Hierarchy focuses on different management strategies for wasted food. The top levels of the hierarchy are the best ways to prevent and divert wasted food because they create the most benefits for the environment, society and the economy.”

Good Food Providers that incorporate waste reduction strategies into their food service operations are encouraged to follow the EPA’s Food Recovery Hierarchy and prioritize strategies at the top levels of the hierarchy.

An important first step for an institution is to perform a waste audit and then develop waste reduction strategies that address the most wasted food items identified in audit.

APPENDIX B: SUGGESTED FOOD RECOVERY STRATEGIES

The list below provides a menu of options that institutions can take to prevent and divert wasted food. This list is by no means exhaustive. Some strategies may not apply to or be feasible for all institution types. More ideas can be found on the EPA's Food Recovery Hierarchy website.

SOURCE 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, leavening 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.



CITY OWNED EQUIPMENT LIST

PARK CENTER FOOD & BEVERAGE – GRIFFITH PARK

There is no City-owned equipment at this location.

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
Recreation and Parks

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

PART I - PERSONAL DATA

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

PART II - ACCIDENT/INJURY

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

PART III - WITNESSES

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

PART IV - STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V - EMPLOYEE FILING REPORT

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

Print Form

REQUEST FOR PROPOSAL
Griffith Park Food and Beverage Concession
(CON-F21-001)

RFP EXHIBIT F

CAPITAL INVESTMENT OFFER FORM

Concession Location: 4730 Crystal Springs Drive, L.A. CA 90027

Capital Investment Offer

1. Proposed Capital Investment for Leasehold Improvements \$ 78000 (A)
 (EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
Utilities - electrical and plumbing	20000
Construction	18000
Paint and Finishes	5000
Patio	14000
ADA Bathroom	21000

2. Proposed Capital Investment for Furniture, Fixtures, and Equipment \$ 85000 (B)
 (EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
Hood	10000
Kitchen Equipment	65000
Fixtures and furniture	10000

3. Architectural, engineering, and in-house fees (not to exceed 15%) \$ 5000 (C)

Total Capital Investment Commitment (add A + B + C above) = \$ 168000

Total Mid-term Refurbishment Commitment \$ _____

Signature of Authorized Person:  Date: Sept 3, 2021

Printed Name: Mario Petralia Title: owner

Note: Please attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.

B. Business Plan

Hours

Initially hours will be Monday - Friday 10am - 4 pm

Saturdays & Sundays 8am to 6pm.

As the business grows we will look into expanding our hours. We will be open all Monday Holidays, Labor Day, Memorial Day etc., Thanksgiving and New Years Day as we have found the park to be very active these days. If necessary, we will adjust our hours for relevant events in the Park Center area and with RAPs approval, expand our Summer hours, as it stays light out longer, and if there is a demand.

Equipment

We will provide the following equipment:

Hood / Type 1
Coffee Equip
Fridge -sandwich prep
Fridge -double door
Freezer-double door
Walk In Fridge compressor
Tap System
Oven
Fryer
Snow Cone Machine
Soft Serve Ice Cream Machine
Ice Machine
Soft Drink dispenser
POS System
Water Filtration System
Microwave oven
Mixers
Blenders
Security system
Outdoor Patio table and chairs
Mobile Beverage unit

Menu

See attached

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

**REMITTANCE ADVICE FORM
GRIFFITH PARK 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	\$ -		\$ -		\$ -		\$ -		10%		\$ -
Sales: Beer and Wine	\$ -		\$ -		\$ -		\$ -		14%		\$ -
Sales: Birthday Party Packages	\$ -		\$ -		\$ -		\$ -		20%		\$ -
Sales: Special Events	\$ -		\$ -		\$ -		\$ -		20%		\$ -

Utilities:

Late Rent Fee:

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

\$ -

SUB-TOTAL DUE:

\$ -

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:

\$ -

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

Signature: _____

Date: _____

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:

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

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

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.

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

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

Project Title

Proposer	Address
Contact Person	Phone/Fax

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

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

MUST BE SUBMITTED WITH PROPOSAL

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

Project Title	Contract No.
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Consultant	Address
Contact Person	Phone/Fax

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

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

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

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

Project Title		Contract No.	
Company Name		Address	
Contact Person		Phone	

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

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

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

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 128
(213) 978-1960

Bidder Certification CEC Form 50

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

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number: CON-FZ1-001	Awarding Authority (Department): Dept. of Recreation: Parks
Name of Bidder: ROWENA PARTNERS LLC	Phone: 323 333 1569
Address: 2333 FERNDELL DR L.A. CA 90068	
Email: thetrailscafe12@gmail.com	

CERTIFICATION

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

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

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

Date: **Sept 3, 2011**

Signature: **[Signature]**

Name: **MARIO PETRALA**

Title: **OWNER**

MENU

Good Morning

COFFEE

FRESH BREWED LIGHT ROAST, 12OZ	4
CAFE DE OLLA, 16OZ	5.5
COLD BREW, 16OZ	5.5

AMERICANO

HOT, 12OZ	4
ICED, 16OZ	4
CAPPUCCINO, 8OZ	4

LATTE

HOT, 12OZ	5
ICED, 16OZ	5
ADD VANILLA5

MOCHA

HOT, 12OZ	5.5
ICED, 16OZ	6

CHAI LATTE

HOT, 12OZ	\$5
ICED, 16OZ	5.5
MAKE IT DIRTY	\$2

MATCHA LATTE

HOT, 12OZ	5
ICED, 16OZ	5.5

MILK ALTERNATIVES

SOY75
OAT75
HOUSEMADE ALMOND MILK SWEETENED WITH DATES	2
HOUSEMADE HORCHATA	2

The
OUTSIDE
Inn

MENU

Good Morning

FRESH SQUEEZED JUICES

ORANGE JUICE, 16OZ	5
GREEN JUICE - CUCUMBER, CELERY, SPINACH, KALE, APPLE AND LEMON, 16OZ	5.5

SMOOTHIES

CHOOSE YOUR BASE- ORANGE JUICE, SOY MILK, OAT MILK, HOUSE ALMOND, 16OZ	7
CHOOSE YOUR FRUITS - BANANA, STRAWBERRY, BLUEBERRY, PINEAPPLE, KIWI, MANGO	

THE ALMOND MILK SHAKESPEARE

HOUSE ALMOND MILK, DATES, BANANA, 16OZ	9
ADD HOUSEMADE PEANUT BUTTER	1

BREAKFAST

BREAKFAST BURRITO - EGGS, SEASONED BLACK BEANS, COTIJA CHEESE, PICO DE GALLO	9
VEGAN - SCRAMBLED TOFU, SEASONED BLACK BEANS, AVOCADO, PICO DE GALLO	8

BAGEL EGG SANDWICH - EGG, HOUSE TOMATO JAM, GOAT CHEESE, ARUGULA	9
(GRAB N GO)	

WAFFLES - WITH REAL MAPLE SYRUP	8
WITH FRESH FRUIT FRUIT	9.5
WITH HOUSEMADE WHIP CREAM	9

HOUSEMADE GRANOLA - WITH FRUIT AND ORGANIC NONFAT YOGURT	8.5
*CAN SUBSTITUTE YOGURT FOR ANY MILK	

FRESH FRUIT SALAD - MIXED SEASONAL FRUIT	5
--	---

FRESH BAKED GOODS - MUFFINS, BAGELS, BUTTERMILK BISCUITS	4-6
ADD JAM, BUTTER, CREAM CHEESE	

BISCUIT SANDWICH - WITH REAL SAUSAGE	9
WITH VEGGIE SAUSAGE	9

TOAST WITH AVOCADO	8
TOAST WITH ALMOND BUTTER AND BANANA	8

THE INN GRANOLA BAR - HOUSE MADE, VEGAN AND GLUTEN FREE	4
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The
OUTSIDE
Inn

MENU

Later In The Day

DELI SANDWICHES ON FRESH BREAD (GRAB N GO) 3 SELECTIONS MADE FRESH DAILY (2 MEAT 1 VEGGIE)	8
PBJ HOUSEMADE PEANUT, CASHEW AND ALMOND NUT-BUTTER AND, LOCAL STRAWBERRY JAM, SWEET WHEAT BREAD	7
GRILLED CHEESE SANDWICH 2 SELECTIONS TO CHOOSE FROM	7-8
THE CLASSIC - THE FAMOUS 'TRAILS AVOCADO SANDWICH'.....	10.5
CEMITA TORTA - CRISPY CHICKEN, BLACK BEANS, AVOCADO, OAXACAN CHEESE, RED ONION, SOFT BUN	10.5
SAUSAGES / HOT DOGS - CLASSIC AND GOURMET ON FRESH BAKED ROLLS MEAT OR VEGETARIAN WITH HOUSEMADE SAUCES AND MUSTARDS	8
HOMEMADE CHILI - MEAT OR VEGETARIAN WITH HOUSEMADE CORNBREAD	10
MAC AND CHEESE	8
MAC AND CHILI	10
THE INN SALAD (GRAB N GO BUT ALTERATIONS AVAILABLE) SPINACH, ARUGULA, STRAWBERRIES, GOAT CHEESE, SLICED ALMONDS, AVOCADO, HOUSEMADE BALSAMIC VINAIGRETTE	10
SIDES	
FRENCH FRIES WITH FRESH HERBS, SERVED WITH GARLIC AIOLI AND HOUSE TOMATO JAM	5
SIDE SALAD- CHOICE OF DRESSING	6
FRUIT SALAD-MIXED SEASONAL FRUIT	5

The
OUTSIDE
Inn

MENU

Sweets

HOUSEMADE PIES - APPLE, AND ROTATING SEASONAL FRUITS,	7
STRAWBERRY, RHUBARB, PEACH, PUMPKIN, PECAN	
ADD SOFT SERVE	2
COOKIES - LAVENDER SHORTBREAD, VEGAN PEANUT BUTTER, CHOCOLATE CHIP	3.5
CHURROS - CINNAMON SUGAR, OREO (PACK OF 3)	5
SOFT SERVE ICE CREAM- MEXICAN CHOCOLATE, VANILLA, ORANGE, 50/50	4
DRUM - CIRCLE STICK	5.5
SOFT SERVES WITH NUTS AND A CHOCOLATE SHELL	5
MILKSHAKES - CHOCOLATE STOUT, CAFE LATTE, COOKIES AND CREAM	8
MORE BEVERAGES	
HOUSEMADE LEMONADE, 16OZ	4.5
WITH STRAWBERRY	4.75
HOUSEMADE AQUA FRESCAS, 16OZ	5.5
- FRUIT, JAMAICA, HORCHATA	
FRESH BREWED ICED TEA, 16OZ.....	4.25
BLACK, GREEN, HERBAL	
BEER AND WINE	
4 LOCALLY BREWED CRAFT BEERS AND 2 BIGGER BRANDS ON TAP, 16OZ	8
SMOG CITY - (SABRE-TOOTHED SQUIRREL IPA)	
EAGLE ROCK BREWERY - (AMWOLF PILSNER)	
LOS ANGELES ALE WORKS - (DEAD COWBOY LAGER)	
THREE WEAVERS - INGLEWOOD (EXPATRIATE)	
STELLA ARTOIS	
MODELO ESPECIAL	
CALIFORNIA WINES - A HOUSE RED AND WHITE, 2 SEASONALLY CURATED, GLASS	12

"GET OUT OF TOWN FOR LUNCH"

The
OUTSIDE
Inn

The
OUTSIDE
Inn

Branding
Main Logo

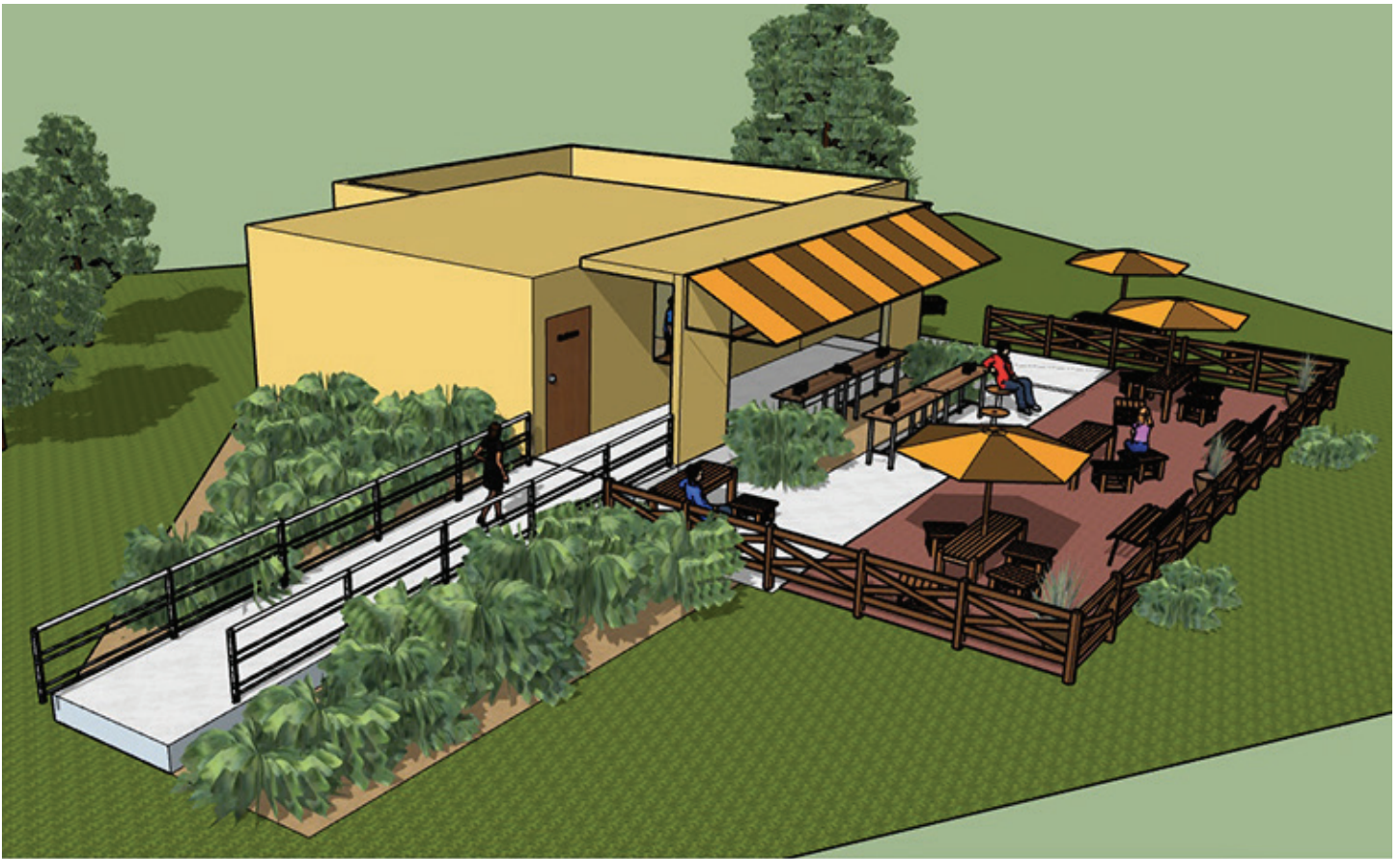


Identification Marker

Intersection Signage



Identification Marker
Main Parking Lot Signage



Location Rendering
View 1



Location Rendering
View 2



Location Rendering
View 3



Location Rendering
View 4

D. Concession improvements

D.1 Required Improvements

The interior of the building will need to be completely cleared out of old equipment, fixtures and debris. We do not plan on any major construction in the kitchen area (ie move walls etc.) though the east wall in between the service area and the old vending machine room is all glass and will need to be sealed up. Also, we would like to add a pass-through window on the north wall between the kitchen service area and the back prep area.

Damaged drywall and ceiling will be removed and replaced with new drywall and properly finished and painted a semi-gloss white.

All utilities will be gone through and updated where necessary with a licensed electrician and plumber. Lighting throughout the kitchen will be updated with NFS fixtures.

We will construct a gender neutral ADA compliant bathroom where the old vending machines / ice cream freezers were in the south west corner of the building. We have been told this is the best location and there are drain lines nearby. In order to keep cost down, be code compliant, and very durable we will use industrial grade fixtures, toilet and sink. Tile will be of a code acceptable color and walls will be painted a relevant light color.

The exterior of the building will be prepped and painted a light brown or sand, keeping with the natural tones of the surrounding environment. Friends Of Griffith Park have proposed a mural for the east facing wall, and like the idea. We will discuss further with RAP, FoGP and the muralist.

We will create a new patio / seating area to the south of the building. The area will be defined by a new fence constructed of wood to give the area more rustic feel. The perimeter of the seating area will also be lined with planters of native, drought tolerant plants. We feel this will connect us more to the shrubbery of the nearby hillside. There will be several tables with chairs placed around the seating area as per spacing guidelines. There will be benches placed around the inside perimeter of the fencing for additional seating. For shade, there will be an awning off the south wall of the building covering a portion of the seating area. There will also be umbrellas mounted to the tables.

(See Images)

Free WIFI as per Recreation and Parks requirements will also be installed at the concession.

Walk-in fridge will be repaired

Approved signage will be placed to the west of the building, at the entry of the walkway that leads down to the concession. There will also be small signage on the building with the concessions name, and signage has been proposed at nearby intersections in the park helping visitors find us.

All of the design, permitting and improvements will be overseen by an experienced restaurant consultant and GC.