

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 3/29/2024

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Aging

CONTACT PERSON: Daniel Kim PHONE: 213-238-3445

CONTRACT NO.: C-145223 COUNCIL FILE NO.: 22-0080-S1

ADOPTED BY COUNCIL: 11/7/2023
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT x
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: Revolution Foods, PBC

TERM OF CONTRACT: December 1, 2023 THROUGH: June 30, 2024

TOTAL AMOUNT: \$3,946,800

PURPOSE OF CONTRACT:

As part of the Rapid Response Senior Meals Program, the food provider will prepare and deliver meals to older adults.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

CITY OF LOS ANGELES
STANDARD LANGUAGE

Agreement No.	C-145223
Project Title:	RAPID RESPONSE SENIOR MEAL PROGRAM
Contractor:	REVOLUTION FOODS, PBC
Doing Business As:	
Type of Organization:	A PUBLIC BENEFIT CORPORATION
Corporate Number:	
UEI (Unique Entity ID) Number:	
CFDA:	N/A
Center(s):	N/A
Delivery Service Area (if applicable)	Citywide

AGREEMENT NUMBER C-145223 OF THE LOS ANGELES CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
REVOLUTION FOODS, PBC
RELATING TO
THE RAPID RESPONSE SENIOR MEALS PROGRAM

THIS AGREEMENT is entered into between the City of Los Angeles (City), a municipal corporation, acting by and through its Department of Aging (LADOA), and Revolution Foods, PBC (Contractor), for the provision of services related to the Rapid Response Senior Meals Program.

WHEREAS, food insecurity, which was highlighted by the COVID-19 pandemic, has been a long-standing and growing issue within the older population;

WHEREAS, the COVID-19 virus continues to pose health and public safety concern among the people of the City of Los Angeles especially within the older population;

WHEREAS, the Rapid Response Senior Meals Program, funded in LADOA budget by the City, was established as an emergency response program to immediately address food insecurity among older adults within the City;

WHEREAS, the City desires to engage vendors or providers to provide meals as a response to the food insecurity and address the health and public safety concerns in older adults within the City;

WHEREAS, on November 28, 2022 the City released a Meal Provider Program Request for Proposals (RFP) to solicit proposals from companies that are interested in providing meal services to LADOA for a one-year term with two one-year renewals (refer to Council File Number 22-0080-S1);

WHEREAS, the Contractor submitted a proposal dated January 4, 2023 in response to the RFP and the City found Contractor's response to satisfy the level of qualifications and experience necessary to provide the type and level of service required by the City;

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number 22-0080-S1 dated September 27, 2023 and 23-0600-S40 dated November 17, 2023) that authorizes the General Manager of LADOA to prepare and execute the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Contractor and the City agree as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1. Parties to the Agreement

The parties to this Agreement are:

- 1.1.1. City – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.
- 1.1.2. Contractor – Revolution Foods, PBC, a Delaware public benefit corporation, having its principal office at 5743 Smithway Street, #103, Commerce, California, 90040.

1.2. Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- 1.2.1. The City's representative is, unless otherwise stated in the Agreement:

General Manager
Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

With copies to:

Director of Program Management Division
Los Angeles Department of Aging
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

- 1.2.2. The Contractor's representative is, unless otherwise stated in the Agreement:

Steven Holguin
VP of Business Development
Revolution Foods, PBC
5743 Smithway Street, #103
Commerce, California 90040

With copies to:

Robert Camarena
Director, Business Development
Revolution Foods, PBC
5743 Smithway Street, #103
Commerce, California 90040

1.3. Notices

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

1.4. Change Notification

If the name of the person designed to receive the notices, demands, or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.

2. TERMS OF THE AGREEMENT

2.1. Term of Agreement

This Agreement including all exhibits and attachments, including, but not limited to, the Standard Provisions for City Contracts (Rev. 9/22) [v.1], which is attached hereto as Exhibit A and incorporated herein by reference, shall constitute the terms of this Agreement.

2.2. Time of Performance

The term of this Agreement shall begin December 1, 2023 and will terminate June 30, 2024, unless otherwise terminated in accordance with the termination provisions herein.

2.3. Amendments

The City reserves the right to update this Statement of Work and these procedures at any time upon written notification to the Contractor. Any changes, including changes in the scope of services to be performed by the Contractor, and any increase or decrease in amount of compensation, which are agreed to by the Contractor and the City, shall be incorporated into this Agreement by written amendment properly executed by both parties.

2.4. Conditions Precedent to the Execution

Prior to the execution of this Agreement, Contractor shall submit to the City for approval in writing the following documents listed below. Contractor shall provide immediate updates to these documents to the City during the Term hereof in the event that the information changes.

2.4.1. Insurance Certificates - The requirements and instructions for completing, executing, and submitting evidence of insurance to the City are set forth in the City's Insurance Requirements, attached hereto as Exhibit B and incorporated herein, and more fully described in Section 14 herein below.

2.4.2. A current and valid license to do business in the City of Los Angeles. Contractor represents that it has obtained and presently holds the Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2,

§21.00, *et seq.*, of the Los Angeles Municipal Code). For the term of this Agreement, Contractor shall maintain, or obtain as necessary, all Certificates required of it under the Business Tax Ordinance and shall not allow the Certificates to be revoked or suspended.

- 2.4.3. An Internal Revenue Service taxpayer identification number.
- 2.4.4. A Contractor Responsibility Ordinance Questionnaire in accordance with PSC-31 of the Standard Provisions for City Contracts and Los Angeles Administrative Code §10.40 *et seq.*
- 2.4.5. A Certification Regarding Notice of Prohibition Against Retaliation attached hereto as Exhibit C and incorporated herein. Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance.
- 2.4.6. A Certification Regarding Lobbying, fully executed in accordance with City Directive 91-3 (July 27, 1990) and attached hereto as Exhibit D and incorporated herein.
- 2.4.7. Registration and the signing and uploading of Equal Benefits Ordinance/First Source Hiring Ordinance, Disclosure Ordinance affidavits, and other City requirements as applicable are available on the Regional Alliance Marketplace for Procurement (RAMP) at www.rampla.org prior to the award of the City contract.
- 2.4.8. An Iran Contracting Act of 2010 Compliance Affidavit in accordance with PSC-36 of the Standard Provisions for City Contracts, if applicable.
- 2.4.9. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit E and incorporated herein.
- 2.4.10. Contractor shall comply with the requirements regarding Inventions, Patents and Copyrights, which is attached hereto as Exhibit F and incorporated herein.

3. SCOPE OF WORK

3.1. Services to be Provided by Contractor

The Contractor shall perform and provide the services set forth in the Statement of Work and Schedule, which is attached hereto as Exhibit G and incorporated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Statement of Work and Schedule as well as by the general provisions herein. The City reserves the right to update this Statement of Work and these procedures at any time upon written notification to the Contractor.

3.2. Contractor Responsibility

Unless stated otherwise and communicated in writing (e.g., via email), the Contractor will be responsible for continuing to prepare meals for the seniors to which it has been assigned throughout the duration of the Program.

3.3. City Responsibility

The City will provide the Contractor with a list of the meal preparation opportunities on the week prior to the week of meal pick-up and delivery (e.g., the City will provide on a Thursday, subject to change with agreement between City and Contractor, the list of meal preparation opportunities for the following week). Meals must be prepared and properly packaged, labeled, bundled, and cooled by the specified delivery day.

4. COMPENSATION AND METHOD OF PAYMENT

4.1. Compensation

For and in consideration of the services be provided by the Contractor under this Agreement, the LADOA agrees to pay the Contractor a total not to exceed amount of Three Million Nine Hundred Forty Six Thousand Eight Hundred Dollars (\$3,946,800) for the complete and satisfactory performance of the terms and condition of this Agreement. The Contractor understands that the City is not guaranteeing that any specific amount, nor minimum, of meal preparation opportunities will be made available.

4.1.1. For each senior meal the Contractor prepares, the City shall pay \$9.20, which shall include all supplies and labor for food sourcing, food preparation, recipe creation and meal planning, microwavable and food-safe packaging for individual meals, labeling, and delivery fees.

4.1.2. The City shall pay the Contractor for meals with confirmed delivery to senior/intended party or undelivered meals redirected to an alternative site with certified delivery. The City shall not pay for meals left unattended at delivery site, unless specifically instructed by senior or LADOA.

4.1.3. The City shall pay the Contractor for the costs of replacement meals and rescue deliveries when it is determined the Contractor is not responsible for the incomplete or unfulfilled deliveries, such as incorrect address/data provided to Contractor.

4.1.4. The City shall not pay the Contractor for the costs of replacement meals and rescue deliveries when the incomplete or unfulfilled deliveries are caused exclusively by the Contractor or its personnel, agents, or subcontractors, including, but not limited to, meals left unattended without specific instruction from senior or LADOA, broken food packages due to mishandling, requirements and/or procedures not met, improper food temperature, etc.

4.2. Method of Payment

For services provided under this Agreement, the Contractor will be paid by the City in accordance with Section 4.1, Compensation, and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor shall submit a single invoice to the City on a weekly or monthly basis, and must provide the following information on each invoice:

- Name and address of company or firm
- Date of Invoice

- Invoice Number
- Agreement Number
- Number of Meals Ordered
- Number of Meals Prepared
- Number of Meals with Confirmed Delivery
- Number of Clients who Received Meals
- Number of Meals Not Delivered
- Number of Clients who did not Receive Meals
- Amount of Invoice
- Total Amount Payable

4.3. Review and Acceptance of Expenses

Contractor's reimbursement for expenses incurred in the performance of the Scope of Work shall be made only upon acceptance by the City of the Contractor's invoice and supporting documentation as described in Section 4.2 herein.

4.4. Disallowed Late Invoices

Invoices not received within thirty (30) days of expenditures being made by the Contractor will not be accepted by the City.

4.5. Withheld Payments

The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures to the City. Upon final determination by the City of disallowed expenditures, the City may deduct and retain the amount of the disallowance from the amount of the withheld earned funds.

5. NON-EXCLUSIVE

The LADOA and the Contractor understand and agree this is a non-exclusive Agreement to provide services to the LADOA and that the LADOA reserves the right to enter into agreement with other contractors to provide similar services during the term of this Agreement.

6. STANDARD PROVISIONS

The provisions of the body of this Agreement shall prevail over the provisions of the Standard Provisions for City Contracts (Rev. 9/22) [v.1] should there be any inconsistency. The term "contract" as used in the Standard Provisions for City Contracts shall include this Agreement.

7. PERMITS AND LICENSES

The Contractor shall require Subcontractors to hold valid permits, licenses, certificates and other documents as are required by the State of California (State), County of Los Angeles (LA County), City or other governmental body or regulatory bodies to legally engage in the performance of the services provided under this Agreement, such as public health license, annual LA County Food program Inspection Report, annual Building and Fire Inspection Certificates. The Subcontractor shall notify the Contractor of any suspensions, terminations,

lapses, or non-renewals or restriction of required licenses, certificates, or other documents which may be caused for termination of this Agreement.

8. LOCATION IN THE CITY OF LOS ANGELES

The Contractor is responsible for providing documentation that the Contractor and its Subcontractors are performing services within the City of Los Angeles and are registered with the City's Office of Finance. Documentation should be included on weekly invoices. Documentation could include providing addresses for where services are performed and providing the Contractor's and Subcontractors' Business Tax Registration Certificate Numbers. These numbers can be located by searching this database: <https://data.lacity.org/A-Prosperous-City/Is-Your-Business-Registered-/grur-nfhp>.

9. AUDIT RECORDS AND BONDING

- 9.1. The Contractor and Subcontractors shall maintain financial records and reports relating to funds received under this Agreement.
- 9.2. The Contractor and Subcontractors shall maintain books, records, documents and other accounting procedures and practices which reflect all costs of any nature, including cost of raw food, and labor cost expended in the performance of this Agreement.
- 9.3. These records shall be subject to audit or inspection by duly authorized City personnel.
- 9.4. The Contractor and Subcontractors shall maintain all books, records and other documents relative to this Agreement for three (3) years after the final payment or audit by the City.
- 9.5. The Contractor shall require Subcontractors to ensure that all agents or employees of the Subcontractor who handle funds received or disbursed by this Agreement are covered by fidelity insurance.
- 9.6. The Contractor and Subcontractors shall provide, on an annual basis, an official copy of a CPA audit which shall be conducted following generally accepted audit practices, to determine that there has been a proper accounting for the use of contract funds. All records of Subcontractors regarding food purchases, storage, and food preparation directly related to said program under this Agreement, shall be made available to the Contractor upon request.
- 9.7. The Contractor and Subcontractors shall furnish reports as required by the Contractor, and the City.
- 9.8. The Contractor's and Subcontractors' recipes shall be available for review.
- 9.9. The Subcontractor shall supply raw food cost and labor cost to the Contractor as needed.

10. CONFLICT OF INTEREST

- 10.1. The Contractor, during the period to be covered by this Agreement shall have no interest, direct or indirect, with respect to Subcontractors which would create a conflict of interest. Subcontractors may be contributing employers to the Contractor, may have authority to appoint member(s) of Contractor's Board of Trustees, and/or may have employees or officers who sit on Contractor's Board of Trustees. Such status shall not be deemed a direct or indirect conflict of interest under this Agreement.
- 10.2. No member, officer, or employee of the Contractor and no official, officer, or employee of the City of Los Angeles who exercises any responsibilities or functions with respect to the Contractor during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Provided, however, that Subcontractors may be contributing employers to the Contractor, may have authority to appoint member(s) of Contractor's Board of Trustees, and/or may have employees or officers who sit on Contractor's Board of Trustees.
- 10.3. The Contractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the City the right to terminate this contract or at the discretion of the City, to deduct from the Contractor's fees the amount of such commission, percentage, brokerage, or contingent fee.

11. ADHERENCE TO GOVERNMENT GUIDELINES FOR SAFE FOOD PREPARATION, HANDLING, STORAGE, AND DELIVERY

- 11.1. The Contractor and its Subcontractors are responsible for adhering to government guidelines for safe food preparation, handling, storage, and delivery. Provisions shall be made by the Contractor to provide in-service training regarding food sanitation and safety for the food service staff before the beginning of this contract. Subcontractor shall pay the wages for its union employees to attend the training, either online or in-person.
- 11.2. All food service managers are to complete the Food Protection Manager Certification from an accredited organization within thirty (30) days of beginning meal preparation and pick-up. The course and assessment are available via the following links:
- <https://www.360training.com/learn2serve/food-safety-manager/California>
 - <https://www.cafoodmanagers.com/eMain.aspx>
 - <https://anabpd.ansi.org/Accreditation/credentialing/certificate-issuers/AllDirectoryListing?prgID=262&statusID=4>
- 11.3. Spot checks of the Contractor and its Subcontractors by City of Los Angeles personnel to ensure that guidelines are being followed may be performed without prior notice.
- 11.4. Additionally, to ensure that meals are prepared in a safe and sanitary environment in concert with the California Health and Safety Code, Subcontractors must employ a qualified food service manager.

12. CHANGING SUBCONTRACTORS

The Contractor must provide written notification to the City ten (10) days in advance of adding, changing, or removing Subcontractors, as delivery and senior matching are contingent on the Contractor's and Subcontractors' locations. If the City deems the substitute Subcontractor not to be viable, then the City can choose not to offer meal preparation opportunities to the Contractor or Subcontractor

13. INDEPENDENT CONTRACTOR STATUS OF SUBCONTRACTORS

The parties agree that the performance of the Subcontractors' services here under shall be in the capacity of independent contractor and that no employee of Subcontractors have been, are, or shall be employees of the Contractor by virtue of this Agreement, and the Subcontractors shall so inform each employee organization and each employee who is hired or retained under this agreement.

14. INSURANCE

14.1. Insurance on the Contractor and Subcontractors being used to prepare meals shall meet or exceed the minimum liability insurance required by the City of Los Angeles; and provide adequate insurance to protect Contractor and Subcontractors from (A) claims for damages because of bodily injury, sickness, disease or death that arise out of any negligent act or omission of Contractor and Subcontractors and (B) claims for damages because of injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, that arise out of any negligent act or omission of Contractor, and (C) claims for damages because of food spoilage and safety during the preparation of meals.

14.2. If requested by the City, Contractor shall take steps for the City to be named as additional insured or additional loss payee, as appropriate, on Contractor's insurance policies applicable to the services and such insurance policies shall contain such additional endorsements as shall be reasonably required by the City.

14.3. The City holds the right to request proof of such insurance by Contractor and Contractor shall have valid insurance documentation readily available to be provided to the City upon request.

15. FEDERAL, STATE, AND LOCAL TAXES

Federal, State and local taxes shall be the responsibility of the Contractor and its Subcontractors.

16. TERMINATION

16.1. This Agreement is effective on the date of attestation by the City Clerk and may be terminated in accordance with this section herein.

16.2. Violations of the conditions of the Agreement would include improper invoicing, not adhering to the City's nutritional guidelines, missing pick-up times, and not preparing enough meals, among other service failures.

16.3. The City may terminate this Agreement immediately upon the Contractor's violation of the Agreement. Otherwise, the City or the Contractor may terminate this Agreement by providing thirty (30) days written notice to the other party.

16.4. In addition, the City may terminate the Agreement with Contractor due to lack of funds. In the event funds to finance this contract, or part of this contract, become unavailable, the obligations of each party hereunder may be terminated upon no less than thirty (30) days written notice to the other party. LADOA shall be the final authority as to the availability of funds. Waivers of breach of any provision of the contract shall not be construed to be a modification or the terms of the contract.

17. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

18. NEGOTIATION OF DISPUTES

Any dispute of law or fact between the Contractor and the City shall be settled between the parties concerned in such a manner that it will not delay or adversely affect the performance of the Contractor.

19. ORDER OF PRECEDENCE

In the event of any inconsistency between the documents regarding this Agreement, said inconsistency shall be resolved by giving precedence to (i) the body of the Agreement, (ii) the terms of applicable City ordinances and regulations, (iii) the RFP and other exhibits and attachments hereto, and (iv) any documents provided by Contractor.

20. RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided upon commencement of the Term, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with written request of the City, those services are hereby ratified and accepted as delivered pursuant to the terms and conditions of this Agreement.

21. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further

agree that electronic signatures (facsimile, .pdf, or in any other electronic format designed by the City), and sent by e-mail, shall be deemed original signatures.

22. COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the parties. No verbal agreements(s) or conversation(s) with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

23. NUMBER OF PAGES AND ATTACHMENTS

The Agreement includes twelve (12) pages and one (1) exhibit which constitute the entire understanding and agreement of the parties.

24. SIGNATURE PAGE

IN WITNESS THEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly appointed representatives.

For: THE CITY OF LOS ANGELES, a
Municipal Corporation

For: REVOLUTION FOODS, PBC

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

By: Steven Holguin
Steven Holguin (Mar 29, 2024 15:55 PDT)
STEVEN HOLGUIN
VP of Business Development

Date: Mar 29, 2024

By: Jaime H. Pacheco-Orozco
JAIME H. PACHECO-OROZCO
General Manager
Los Angeles Department of Aging

By: Steven Holguin
Steven Holguin (Mar 29, 2024 15:55 PDT)
STEVEN HOLGUIN
VP of Business Development

Date: Apr 3, 2024

Date: Mar 29, 2024

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: Chris Lee
Chris Lee (Apr 3, 2024 17:07 PDT)

By:  
Deputy Clerk

Deputy City Attorney

Date: Apr 3, 2024

Date: 04/04/2024

(Contractor Corporate Seal)

UEI Number: _____
Business Tax Registration Certificate Number: 2341446-0001-1
Internal Revenue Service Number: _____
Council File Number: 22-0080-S1; Date of Approval: 09/27/2023
Council File Number: 23-0600-S40; Date of Approval: 11/17/2023
Agreement Number: ___ of City Contracts, Amendment Number N/A

EXHIBIT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from 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 B hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit B 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 B hereto. Exhibit B 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 B

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: Emergency Senior Meals Program

Date: 02/24/2022

Agreement/Reference: Emergency Senior Meals Program

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

Limits

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

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured party.

\$1,000,000

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)

\$1,000,000

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

100% of the contract price

Crime Insurance

Other: Submitted to Stewart Young @ Department of Aging 213-482-7246, February 24, 2022.

EXHIBIT C

**CERTIFICATION REGARDING
NOTICE OF PROHIBITION AGAINST RETALIATION**

This certification is required by the regulations implementing Living Wage Ordinance. Contractor shall post a copy of the Notice to Employees Working on City Contracts Re: Living Wage Ordinance and Prohibition Against Retaliation, which is as below, in a prominent place in an area frequented by employees.

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(English\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(English).pdf) and in Spanish at [http://bca.lacity.org/site/pdf/lwo/Notice To Employees Of Retaliation \(Spanish\).pdf](http://bca.lacity.org/site/pdf/lwo/Notice%20To%20Employees%20Of%20Retaliation%20(Spanish).pdf). The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City may not discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City’s Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777**

Rev. 07/13

AGREEMENT NUMBER: (_____)

Revolution Foods, PBC
CONTRACTOR/BORROWER/AGENCY

Robert Camarena, Director of Business Development
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Robert Camarena
SIGNATURE

DATE

ATTACHMENT 11: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$10,000 for each such failure.

204938

AGREEMENT NUMBER CITY OF LOS ANGELES DEPT OF AGING MEAL PROVIDER PROGRAM
REVOLUTION FOODS, PBC

CONTRACTOR/BORROWER/AGENCY

STEVEN HOLGUIN, VP OF BUSINESS DEVELOPMENT

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Handwritten signature of Steven Holguin

JANUARY 4, 2023

SIGNATURE

DATE

EXHIBIT E

MANAGEMENT REPRESENTATION STATEMENT

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.

True False

2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.

True False

3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.

True False

4. Except as recorded or disclosed to you herein, I know of no instances of:

- a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.

True False

- b. Guarantees, whether written or oral, under which the Contractor is contingently liable.

True False

- c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.

True False

5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.

True False

6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.

True False

7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.

True False

8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.
True False
9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.
True False
10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.
True False
11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.
True False
12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.
True False
13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.
True False
14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.
True False
15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.
True False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER _____

Revolution Foods, PBC

CONTRACTOR/BORROWER/AGENCY

Robert Camarena, Director of Business Development
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Robert Camarena

SIGNATURE

DATE

EXHIBIT F

INVENTIONS, PATENTS AND COPYRIGHTS

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. §200 et seq. (Pub.L. 95-517, Pub.L. 98-620, 37 CFR, Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983; and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp. p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the author or the City, at the City's discretion, may copyright the Material. If the City declines to copyright the Material, the City shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all governmental purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 24 CFR 85.34.

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. §401 or §402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (48 CFR 27.404(a)).
2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants – **IF APPLICABLE**

This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued,) copyrights, trademarks, service marks, applications for any of the foregoing: inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, jurisdiction.
3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter, including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works, including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials of products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third-parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly or indirectly from this Agreement or any subcontract.
6. The requirement for the Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job-training as authorized under 20 CFR 663.700-730.
7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony, and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.

G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sub-license through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from

this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third-party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.

H. Copyright

1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.

I. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City/State a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City/State, without additional compensation, all its rights, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.

J. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third-party without first: (i) obtaining City's/State's prior written approval; and (ii) granting to or obtaining for City's/State's, without additional compensation, a license, as described in Section F.3 above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.

K. Warranties

1. Contractor represents and warrants that:
 - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by Contractor.
 - b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - c. It has secured and will secure all rights and licenses necessary for Intellectual Property, including, but not limited to, consents, waivers or releases from all authors or music or performances used,

and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, site locations, property or props that may be used or shown.

- d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
 - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance or computer software in violation of copyright laws.
 - f. It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State makes no warranty that the intellectual property resulting from this sub-grant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

L. Intellectual Property Indemnity

1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third-party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to: (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City's/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.
2. Should any Intellectual Property licensed by the Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City's/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property, or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

EXHIBIT G

Scope of Work

STATEMENT OF WORK AND SCHEDULE (Revisions effective with the signature of both parties to this agreement)

During the term of this Agreement, the Contractor will have the opportunity to prepare meals for older adults in the City of Los Angeles (“the Services”). The Contractor understands that the City is not guaranteeing that any specific amount, nor minimum, of meal preparation opportunities will be made available.

The City will provide the Contractor with a list of the meal preparation opportunities on the week prior to the week of meal preparation and delivery (e.g., the City will provide on Thursday, subject to change with agreement between City and Contractor, the list of meal preparation opportunities for the following week). Meals must be prepared and properly packaged, labeled, bundled, and cooled by the specified delivery day. Meals must be prepared and properly packaged, bundled, and cooled by the specified schedule.

Unless stated otherwise and communicated in writing (e.g., via email), or by cancellation by the client/client representative, the Contractor will be responsible for continuing to prepare meals for the seniors to which it has been assigned throughout the duration of the Program.

The Contractor will coordinate the program, recruit employees, select and supervise Subcontractors, and provide training, apprenticeship, and other workforce services to employees performing services on the program to ensure they are qualified and well-trained.

1. Food Supplies Requirements

The Contractor will utilize Subcontractors to produce food in accordance with the City of Los Angeles Mayor’s Executive Directive No 24 – Good Food Purchasing Policy, if possible. The purpose of the policy is to make good food (defined as “food that is healthy, affordable, fair and sustainable”) more widely available to our senior Angelenos. This is to promote healthier eating habits, support our local business economy, and create more jobs along the food supply chain. The Good Food Purchasing guidelines emphasize five core values: Local Economies, Environmental Sustainability, Valued Workforce, Animal Welfare, and Nutrition.

Good Food Purchasing Policy Guidelines

- Fruits, vegetables and whole grains must account for at least 25% of total food purchases.
- Seasonal fruits and vegetables are sourced locally to ensure best taste, quality, and price.
- Purchase unprocessed whole fresh fruits. When whole fresh and unprocessed fruits cannot be purchased, purchase unsweetened frozen fruit. If frozen products are unavailable, fruit should be canned in water or its own juice with no sugars added.
- Purchase unprocessed whole vegetables. When whole vegetables and unprocessed vegetables cannot be purchased, frozen vegetables without added sodium and fat are to be purchased. If frozen products are unavailable, canned vegetables are to be low sodium (per FDA definitions) or have “no salt added”.

- At least 50% of sides, when applicable, shall be made with whole grains. Whole grains products must contain 3 grams of fiber per serving and is the first ingredient on the label. Whole grains are brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole grain barley, whole grain corn, whole grain triticale, whole oats, whole rye, and whole wheat and wild rice.
- When meat is offered, prioritize the purchase of “extra lean” (total fat <5%) and “lean” (total fat <10%) meat such as skinless chicken, turkey, ground beef and ground turkey and pork.
- When meats are offered, eliminate the purchase of processed meats. Prepare raw meats with herbs, spices and only low sodium bases, sauces and gravies.
- When dairy products are offered, purchase Fat Free, Low Fat or reduced fat dairy products, with no added sweeteners.
- All juice is to be 100% fruit juice with no added sweeteners and vegetable juice 100% must be low sodium (140 mg per FDA)
- Adhere to the Trans-fat policy by eliminating any use of hydrogenated and partially hydrogenated oils when cooking or baking, if possible. All pre-packaged food must have zero grams trans-fat per serving (as labeled)
- Offer Low Fat and/or Low Calorie and / or Low Sodium condiments as per FDA definitions.

2. Meal Nutritional Requirements

During the Time of Performance as set forth herein, the Contractor shall require Subcontractors to furnish all food, labor and equipment necessary to prepare and deliver individual meals in compliance with City of Los Angeles Department of Aging’s (LADOA’s) requirements.

3. Submission and Approval of Menus

All menus shall be approved by the LADOA Nutritionist prior to production. The Contractor and Subcontractor have the responsibility for menu writing. The Contractor is responsible for typing and emailing menus to LADOA for approval. The City has the authority to mandate that the Contractor and Subcontractor make changes based on feedback from seniors, nutritional concerns, or other considerations. These requests will be made in writing.

4. Meal Packaging & Bundling Requirements

Meals should be packaged individually in containers that can be both microwaved and frozen. Each meal should be labeled with the type of meal, a “use by” date, and instructions for reheating.

Meals shall be packaged into boxes or bags of up to seven (7) meals. Packaging shall not weigh more than twenty (20) pounds each. Packages shall include the meals only. No more than one (1) package of up to seven (7) meals per senior shall be delivered per day to avoid potential storage issues at the senior’s home. Each senior shall receive up to two (2) packages per week.

Each package shall be labeled with the Name, Contact Number, and Address of the Senior Recipient. Each package shall also be labeled with the Name and Contact Number of the Contractor.

5. Delivery Procedures

Whether the Contractor is using its employees for delivery services or subcontracting delivery services, the Contractor must follow the following procedures for delivery:

While the meals are being transported:

- The Contractor must ensure that meals are being kept at a safe temperature. This includes ensuring that they have the proper packaging or ensuring that the meals are transported in a timely manner, ensuring food safe temperatures upon delivery. The Contractor will provide deliveries on the same day and within the same delivery window (between 30-60 minutes) every week to ensure food is refrigerated quickly upon delivery.
- The Contractor must limit the amount of time that the meals are in vehicles based on food safety guidelines. These guidelines are understood to be under one (1) hour if packaged without thermal insulation, three (3) hours if packaged with thermal insulation and ice packs, and under six (6) hours if transported via refrigerated vehicle.

When the meals are being delivered:

- The Contractor will follow delivery instructions when provided. If delivery instructions are not provided, the Contractor will place the box on the doorstep of the senior's home, knock or ring the bell of the home, and ensure the meal package is received by the senior.
- The Contractor upon delivering face to face shall maintain a safe distance while viewing whether the package is picked up by the occupant.
- Whenever a senior does not answer the door to receive the meal package, Contractor shall avoid leaving the meal package at senior's home unattended, unless otherwise instructed by senior or LADOA.
- When meals are undeliverable, Contractor shall leave premises with meal package on hand and attempt to redeliver another meal package at a later time or date confirmed with senior. The Contractor shall perform one (1) redelivery attempt of meal package for the given week to those seniors who did not receive their meals due to an unsuccessful delivery. Redelivery attempt should occur within the following day of missed delivery day, but no more than two (2) days of the missed delivery day.

When the meals are undeliverable:

- Orders that cannot be delivered to the address provided will be delivered by the Contractor to older adults who are in the Greatest Economic and/or Social Need within the time limits recognized by food safety guidelines to maintain safe and optimal food temperatures as indicated above.

Contractors are responsible for tracking and communicating to the City metrics on deliveries, including:

6. Number of meals successfully delivered or confirmed receipt by senior;
7. Number of meals undelivered, including name and address of senior that did not receive a meal;
8. Number and type of "incidents." Incidents include, but are not limited to:

- a. Contractor could not access the home (e.g., there was a gate or a code was needed)
 - b. Incorrect address
 - c. Recipient had moved
 - d. Recipient no longer wanted meal service
 - e. Package was dropped
9. How many meals were redirected to a site to feed older adults who are in the Greatest Economic and/or Social Need. The Contractor must obtain a receipt from receiving site or organization certifying the number of meals being delivered to the site. The Contractor must maintain this documentation as part of their records, furnish documentation as required by the City, and subject to audit or inspection by duly authorized City personnel.

10. Replacement Meals and Rescue Deliveries

Replacement Meals and Rescue Deliveries will be provided to supplement incomplete or unsuccessful deliveries if agreed upon by the City and the Contractor. A delivery is considered incomplete when it is unfulfilled or inconsistent with the requirements of the Agreement.

11. Receipts and Invoice Procedures

The Contractor shall submit an invoice to the City each week no later than Wednesday for the prior week's service. The invoice shall include:

- Contractor name, address, and phone number
- Date of Invoice
- Invoice Number
- Agreement Number
- Number of Meals Ordered
- Number of Meals Prepared
- Number of Meals with Confirmed Delivery
- Number of Meals Not Delivered
- Number of Clients who Received Meals
- Number of Clients who did not Receive Meals
- Invoice Amount
- Total Amount Payable

Payment from the City to the Contractor shall be made within thirty (30) days of invoice approval. Invoices not received within thirty (30) days of expenditures being made by the Contractor will not be accepted by the City.

12. Communicating Meal Orders

The City will provide the Contractor with a list of the meal preparation opportunities on the week prior to the week of meal preparation and delivery (e.g., the City will provide on Thursday, subject to change with agreement between City and Contractor, the list of meal preparation opportunities for the following week). Meals must be prepared and properly packaged, labeled, bundled, and cooled by the specified delivery day. Meals must be prepared and properly packaged, bundled, and cooled by the specified schedule.

Unless stated otherwise and communicated in writing (e.g., via email), or by cancellation by the client/client representative, the Contractor will be responsible for continuing to prepare meals for the seniors to which it has been assigned throughout the duration of the Program.

Cancellations will be accepted by the Contractor through a day of the week prior to delivery agreed upon by both the City and the Contractor. Order cancellations occurring after the agreed upon cancellation day of the week prior to delivery will be fulfilled by the Contractor and delivered to older adults who are in the Greatest Economic and/or Social Need.

Meal orders will be communicated along the following format:

- Client's Name
- Client's Contact Number
- Client's Address
- Delivery Schedule

13. Compliance with City Local Ordinances

The Contractor shall comply, if applicable, with the following local ordinances, which may be amended from time to time and are incorporated herein by reference:

- Ordinance 187716 – Promotion of Reusable Bags and Regulation of the Use of Plastic and Paper Single-Use Carryout Bags
- Ordinance 187717 – Prohibition of the Distribution and Sale of Expanded Polystyrene (Styrofoam™) Products
- Ordinance 187718 – Zero Waste City Facilities and Events on City Property

Additionally, any subcontract entered into by Contractor for work to be performed under this Contract must include the same provisions.