

MOTION BY SUPERVISORS LINDSEY P. HORVATH

June 17, 2025

AND HILDA L. SOLIS

Joining the “Coolfood Pledge” to Reduce Greenhouse Gas Emissions from Los Angeles County Food Systems

The global food system accounts for a third of all greenhouse gas emissions and is a critical component of mitigating climate change impacts. On January 7, 2025, the Board of Supervisors unanimously approved the motion co-authored by Supervisors Horvath and Solis titled “Expanding County Action to Reduce Greenhouse Gas Emissions through Food Procurement”. The motion directed various County departments to develop protocols for integrating updated food standards into County contracts that prioritize plant-based food options. The motion also directed the Chief Sustainability Office (CSO) and the Department of Public Health (DPH) to establish baselines of greenhouse gas emissions for all departments that purchase, distribute, and serve food in the County. Using the established baseline, CSO and DPH will create food-based emissions and impact reduction targets for the next decade to progress towards emissions reduction goals and generate an annual climate impact report that will be posted publicly. The

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motion specifically calls for using resources like the World Resources Institute (WRI), a global research non-profit dedicated to supporting sustainable food systems, to help track progress toward reduction targets.

Furthermore, WRI created the "Coolfood Pledge" to set a target of reducing the greenhouse gas (GHG) emissions from food by 25 percent by 2030 relative to a 2015 baseline in alignment with the goals of the Paris Climate Agreement. Members that join the "Coolfood Pledge" commit to reducing greenhouse gas emissions from food service. Governments, universities, nonprofits, and businesses across the country have signed the pledge, including the City of New York and the University of California, Los Angeles. Members confidentially share food purchase data on an annual basis such as animal-based foods, as well as plant proteins. WRI uses a peer-reviewed methodology to confidentially calculate greenhouse gas emissions from food procurement and provide an annual report of emissions by food source that helps governments meet their emissions reduction goals.

In alignment with the January 2025 motion and the *OurCounty Sustainability Plan*, the County should sign on to the "Coolfood Pledge" and work with WRI toward reaching our climate goals. Signing this pledge is an important step towards advancing values-based food procurement, an approach that applies healthy food purchasing principles to promote and support a healthier, equitable, and more sustainable food system.

WE, THEREFORE, MOVE that the Board of Supervisors, authorize the Chief Executive Office, with assistance from the Department of Public Health, to commit the County of Los Angeles to join the "Coolfood Pledge".

WE, FURTHER, MOVE that the Board of Supervisors, authorize the Department of Public Health, in collaboration with County Counsel and the Chief Sustainability Office, to do the following:

- a. Enter into a data use agreement (Attachment 1) with the World Resources Institute for the purposes of assessing annual food procurement data from County of Los Angeles Departments (and County contractors, when applicable) that purchase, distribute, serve or sell food, to support the reduction of food-based greenhouse gas emissions.
- b. Collect annual food purchasing data from County departments (and their County contractors, food distributors and suppliers, etc.) that purchase, distribute, serve, or sell food, including the Aging & Disabilities Department, Board of Supervisors Executive Office, Chief Executive Office, Department of Beaches and Harbors, Department of Children and Family Services, Department of Health Services, Department of Parks and Recreation, Department of Public Works, Internal Services Department, Natural History Museum of Los Angeles County, Probation Department, and the Sheriff's Department.

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ATTACHMENT 1

DATA USE AGREEMENT ASSESSING FOOD-BASED GREENHOUSE GAS EMISSIONS

This Data Use Agreement (the "Agreement") is entered into effective as of the date of execution (the "Effective Date") between the Los Angeles County Department of Public Health ("DPH") and World Resources Institute ("WRI") for the purposes of assessing annual food procurement data from County of Los Angeles Departments (and county contractors, when applicable) that purchase, distribute, serve or sell food, to support the reduction of food-based greenhouse gas emissions.

RECITALS

- A. WRI is a global nonprofit organization with an initiative to help governments reduce the climate impact of food by shifting towards more plant-rich food purchasing; and
- B. Los Angeles County Department of Public Health agrees to disclose a Limited Data Set (as defined in the Privacy Rule at 45 CFR Section 164.514(e)(2)) to WRI for use by WRI in performing the Activities defined below; and
- C. WRI agrees to limit its use of the Limited Data Set and protect the Limited Data Set according to the terms and conditions of this Agreement as well as all State and federal laws.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1.0 **DISCLOSURE OF LIMITED DATA SET TO DATA RECIPIENT**

- 1.1 Scope of Limited Data Set. For purposes of this Agreement, the Limited Data Set shall consist of the following information: those elements identified in Exhibit A, attached hereto.
- 1.2 Disclosure of Limited Data Set. DPH agrees to disclose the Limited Data Set to WRI solely for use in connection with Data Recipient's assessment of food-based greenhouse gas emissions as described more fully in Exhibit A and WRI agrees that it shall not use the Limited Data Set for any other purpose. WRI further agrees that WRI shall limit access to and the use of the Limited Data Set to the following individuals or classes of individuals who need the Limited Data Set in performing the Activities:

- [World Resources Institute team members (TBD)]

2.0 **OBLIGATIONS OF WRI**

- 2.1. Use of Limited Data Set. WRI (including without limitation its employees, officers, directors, and volunteers) shall not use or disclose the Limited Data Set except as permitted under the terms of this Agreement or as required by law.

- 2.2 Safeguards Against Misuse of Information. WRI shall use appropriate safeguards to prevent use or disclosure of the Limited Data Set other than as permitted under this Agreement and will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of data that it receives, maintains, transmits or creates on behalf of Covered Entity, which in any event shall be no less than those applicable standards established by the National Institute of Standards and Technology ("NIST") (www.nist.gov).

3.0 **TERM AND TERMINATION**

- 3.1 Term. The term of this Agreement shall commence as of the effective date set forth above and shall terminate on December 31, 2030, unless earlier terminated in accordance with this Agreement.
- 3.2 Termination for Cause. Upon DPH's knowledge of a material breach by Data Recipient, DPH shall:
- a) Provide WRI with written notice of the breach and an opportunity to cure the breach within 30 calendar days of receipt of such notice. WRI shall immediately take steps to mitigate the breach and shall cure the breach within the aforementioned 30 day notice period, if possible. If WRI fails to mitigate and cure the breach within the notice period DPH may immediately terminate this Agreement; or
 - b) Immediately terminate this Agreement (without opportunity to cure) if DPH determines, in DPH's reasonable discretion, that WRI has breached a material term of this Agreement.
- 3.3 Termination for Convenience. The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to DPH of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.
- 3.4 Effect of Termination. Upon termination of this Agreement, WRI shall, upon the request of DPH, either return or destroy all data received from DPH or created or received by WRI on behalf of DPH, and thereafter WRI shall not retain any copies of such data.

4.0 **INDEMNIFICATION**

WRI shall defend, indemnify and hold harmless DPH from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees, to the extent caused by or arising out of any breach of this Agreement or failure to perform the obligations hereunder, by Data Recipient, its employees, officers, volunteers or Contractors.

5.0 **MISCELLANEOUS**

- 5.1 Compliance with Law. WRI and DPH agree to amend this Agreement to the extent necessary to allow either party to comply with the Privacy Rule, the Standards for Electronic Transactions (45 CFR Parts 160 and 162) and the Security Standards (45 CFR Part 142) (collectively, the "Standards") promulgated or to be promulgated by the Secretary or other regulations or statutes. WRI agrees that it will fully comply with all such Standards and that it will agree to amend this Agreement to incorporate any material changes required by the Standards.
- 5.2 Publications. WRI shall provide DPH with a copy of any proposed publication or presentation related to the Limited Data Set for review and comment at least 30 calendar days prior to submission to any journal or other third party for publication or presentation.
- 5.3 Disclaimer of Warranties. The Limited Data Set is provided "AS-IS" for experimental research purposes only.
- 5.4 Entire Agreement. The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent agreements between DPH and WRI, including without limitation all exhibits or other attachments hereto and all documents incorporated herein by reference. Without limiting the foregoing, any limitation of liability or exclusion of damages provisions in any other agreement shall not be applicable to this Agreement.
- 5.5 Waiver. The failure of a party to insist upon strict adherence to or performance of any provision of this Agreement on any occasion shall neither be considered a waiver, nor shall it deprive that party of the right thereafter to enforce performance of, or adherence to, that provision or any other provision of this Agreement. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto.
- 5.6 Amendment. No amendments, changes or additions to this Agreement shall be valid unless approved in writing by both parties. An Amendment shall be executed by the DPH and WRI.
- 5.7 Caption. The captions for each paragraph of this Agreement are included for the convenience of reference only and are not to be considered a part hereof, and will not be deemed to modify, restrict, or enlarge any of the terms or provisions of this Agreement.
- 5.8 Choice of Law. This Agreement will be governed and construed in accordance with the laws of California. The parties consent to the exclusive personal jurisdiction and venue of the courts, state and federal, located in California.
- 5.9 Survival. Sections 2, 3, 4 and 5.4, shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year set forth below.

DPH:

The Los Angeles County Department of Public Health

By: _____ Date: _____

Name: Barbara Ferrer, Ph.D., M.P.H., M.Ed.

Title: Director _____

DATA RECIPIENT:

World Resources Institute

By: _____ Date: _____

Name:

Title:

Exhibit A

Overview of the Sharing Process for Assessing Food-Based Greenhouse Gas Emissions

Description of the Reducing Greenhouse Gas Emissions through Food Procurement project: a County-wide effort to track and assess annual food purchases from County Departments and their County contractors, to reduce food-based greenhouse gas emissions.

A Limited Data Set will be shared annually with the World Resources Institute (WRI) from the Los Angeles County Department of Public Health (DPH), which includes food purchasing data from County Departments that purchase, distribute, serve or sell food.

Specific data elements to be shared include the following:

- Annual food purchasing data collected from County departments and their county contractors, when applicable. Data may include annual purchases of foods such as meat, poultry, fish, dairy, eggs, and plant-based foods.

Reason for the Data Use Sharing Agreement with the WRI

DPH will share the Limited Data Set with WRI to assess annual food purchasing data and develop an annual report that tracks progress with reducing food-based greenhouse gas emissions.

How will WRI use the Limited Data Set

The Limited Data Set will be used for evaluation/assessment purposes. WRI will use the data to do the following:

- Assess annual food procurement data across five metrics:
 - food purchases by food type;
 - food-related GHG emissions from agricultural supply chains;
 - food-related land use;
 - food-related carbon opportunity costs; and
 - normalized metrics (e.g., GHG emissions per calorie or per meal).

Data Security Plan

The Limited Data Set will be restricted to only WRI staff specified in the DUA who need access for analysis purposes.