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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
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ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

December 09, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

FIVE-YEAR LICENSE AGREEMENT HOMEBOY INDUSTRIES THE MARTIN LUTHER KING JR. BEHAVIORAL HEALTH CENTER 12021 WILMINGTON AVENUE, WILLOWBROOK (SECOND DISTRICT) (3 VOTES)

SUBJECT

Approval of a proposed five-year license agreement (License) with Homeboy Industries (Homeboy), a California nonprofit public benefit corporation, to operate a concession on the ground floor of the Martin Luther King Jr. Behavioral Health Center (BHC), located at 12021 Wilmington Avenue, Willowbrook (Property).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the delegation of authority to approve and execute a proposed License with Homeboy and approval of related actions are categorically exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board Letter.
2. Find that pursuant to Government Code Section 26227, the portion of the BHC proposed to be licensed to Homeboy is not currently needed for County of Los Angeles (County) purposes.
3. Find that pursuant to Government Code Section 26277, the recommended action to authorize execution of the proposed License will serve a public purpose and will make available County real property not needed for County purposes, to be used to carry out the programs and services to be provided by Homeboy to meet the social needs of the County and serve public purposes which benefit the County.

4. Authorize the Acting Chief Executive Officer, or his designee, to execute the proposed License with Homeboy.

5. Authorize the Acting Chief Executive Officer, or his designee, to execute any other ancillary documentation necessary to effectuate and implement the proposed License, including, without limitation, documents to amend, renew, or terminate the proposed License.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter into a proposed License, as Enclosure A, with Homeboy to operate a retail food concession, located within the BHC. The County's Department of Mental Health is the proprietor department of the BHC.

The BHC is a County-owned, approximately 505,000 square foot renovated building located within the Martin Luther King Jr. Medical Center Campus, that provides a continuum of care with integrated residential, outpatient, and supportive services for County residents experiencing behavioral health issues. The BHC, opened in 2020, housing both County staff and non-profit service providers specializing in providing mental health services to vulnerable populations. The BHC allows patients to receive care by allowing them to reside within the facility while they are receiving treatment. On December 21, 2021, the Board of Supervisors (Board) adopted a five-year license agreement, with one five-year option to extend, with Homeboy to operate the industrial kitchen located in the basement of the BHC. Since entering into the license agreement, Homeboy has been providing three meal services a day to patients at the BHC. In addition, the December 21, 2021, Board letter stated that a license to Homeboy for a grab-and-go café would be presented to the Board at a later date.

The proposed License area consists of 1,418 square feet of retail concession space (Premises) for Homeboy to provide retail food services to the public, County staff, and service provider staff. Homeboy has proposed to operate the grab-and-go café at the Premises through their workplace programs of employing individuals impacted by gang violence and activity.

The proposed License grants Homeboy a five-year term with one four-year option to extend the License. If the option is exercised, the total term of the proposed License would be nine years. Homeboy will pay the County rent in the amount of \$500 per month in addition to 10 percent of monthly gross receipts above \$20,000. Homeboy will be responsible for the maintenance of the Premises and will pay their proportionate share of utilities.

The Department of Mental Health is the proprietor of the Property and supports the recommended approval of the proposed License on the terms indicated herein.

Implementation of Strategic Plan Goals

The proposed License with Homeboy supports the Countywide Strategic Plan North Star 1 – “Make Investments That Transform Lives” – provides that LA County is a highly responsive organization investing in solutions that address our most complex societal challenges (health, jobs, housing, food insecurity, and recidivism) affecting our most vulnerable communities – one person at a time.

The Countywide Strategic Plan North Star 3 – “Realize Tomorrow’s Government Today” – ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed License is also consistent with the Strategic Asset Management Goal - Strengthen connection between service priorities and asset decisions and Key Objective No. 4 and Guide Strategic Decision-Making.

FISCAL IMPACT/FINANCING

The proposed License to Homeboy requires Homeboy to pay the County \$500 per month in rent plus 10 percent of its monthly gross receipts above \$20,000. Homeboy will also be responsible for the maintenance of the Premises and will pay their proportionate share of utilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 26227, the Board has the authority to make available real property not needed for County purposes, to nonprofit organizations for operation of programs which serve public purposes and are necessary to meet the social needs of the population of the County.

County Counsel has approved the proposed License as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed License agreement is categorically exempt from the provisions of CEQA, pursuant to section 15301 of the State CEQA Guidelines and County of Los Angeles Environmental Reporting Procedures and Guidelines, Class 1, which applies to minor alteration, operation, and leasing and licensing of existing facilities. The Premises is to be used by Homeboy as a retail food concession under the proposed License were constructed, along with the adjacent industrial kitchen, during the renovation of the BHC, which was adopted by your Board along with an Addendum to the Environmental Impact Report for the Martin Luther King Medical Center Campus Redevelopment Project in August 2018. The Premises were always intended to be used as a retail food concession and includes equipment and fixtures to serve this purpose.

Additionally, the proposed License will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the proposed project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon your Board's approval of the recommended actions to license the Premises, a Notice of Exemption pursuant to Public Resources Code Section 21152 will be filed with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Governor's Office of Land Use and Climate Innovation and will be posted to the County's website in accordance with Public Resources Code Section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed operations of Homeboy at the Premises should not have any impact on current services, as the Premises has remained vacant since it was constructed in 2020 and will be used for its intended purpose.

Respectfully submitted,



Joseph M. Nicchitta
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:MR:RH:ja

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Mental Health
Public Health

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into this ____ day of
_____, 2025 ("Effective Date").

BY AND BETWEEN

COUNTY OF LOS ANGELES,
a body corporate and politic
("Licensor" or "County")

AND

HOMEBOY INDUSTRIES,
a California nonprofit public benefit corporation
("Licensee").

RECITALS:

- A. **WHEREAS**, County is the owner of certain real property commonly known as the Martin Luther King, Jr. Behavioral Health Center (the "BHC") located at 12021 South Wilmington Avenue, Unincorporated Willowbrook, 90059, County of Los Angeles (the "**Property**"). The Property consists of an existing building and related improvements (collectively, the "**Building**") with both County and private staff providing medical and mental health services to patients located at the same address.
- B. **WHEREAS**, the County may contract with private businesses for concession services when certain requirements are met.
- C. **WHEREAS**, Licensee is a private business that provides, among other things, concession services.
- D. **WHEREAS**, this License is therefore authorized under California Government Code Sections 23004 and 25536 which authorizes the Board of Supervisors to contract for concession cafeteria services.
- E. **WHEREAS**, the County has determined that it is legal, feasible, and cost-effective to contract for concession services.
- F. **WHEREAS**, the Licensee is authorized under the laws of the State of California to engage in the business of providing concession services and possesses the competence, expertise, and personnel necessary to provide such services described hereunder.
- G. **WHEREAS**, this License is therefore authorized under Section 44.7 of the Los Angeles County Charter.
- H. **WHEREAS**, Licensee currently operates an industrial kitchen at the Property under a separate license agreement entered into between the County and Licensee on January 10, 2023 (the "BHC Service Provider License Agreement"), providing services to service provider clients of the BHC.
- I. **WHEREAS**, this License is by and between the County and Licensee and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Licensee. County does not grant or delegate to

Licensee hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to the Licensed Area.

J. **WHEREAS**, accordingly, the County shall license to Licensee the Premises for concession services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. **LICENSED AREA**

1.1 County hereby provides an exclusive License to Licensee and Licensee hereby agrees to use a portion of the Property, consisting of an enclosed space encompassing approximately 1,418 sq. ft. to provide concessions services ("**Premises**") to the public occupying the Property as described in Exhibit A, attached hereto and incorporated herein by reference, in order to meet the Licensee's obligations under this License.

1.2. Except as otherwise contemplated by the BHC Service Provider License Agreement between Licensee and the County which allows Licensee to use the kitchen described herein and provide meals to patients of the BHC and other facilities, the Premises shall be used only by the Licensee for the purpose of providing concession services as part of this license.

1.3 Licensee acknowledges that Licensee has performed a personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Premises in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof, unless otherwise agreed by County. The Licensee shall not unreasonably withhold acceptance of the License Area

1.4 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Property and covenants and agrees never to assail, contest, or resist said title.

1.5 Any County equipment, furniture, and personal property existing on the Premises as of the commencement date of this License shall remain the property of County. Licensee accepts such equipment, furniture, and personal property in "as is" condition, and Licensee shall assure that such equipment, furniture and personal property shall be used only by staff who are properly trained in its use. No additional County equipment, furniture, or personal property shall be provided to Licensee by County unless first approved by the Los Angeles County Board of Supervisors ("**Board**") in the form of an amendment hereto or by separate agreement.

1.6 Licensee currently is using the County's industrial kitchen area and all the County equipment, improvements, and appliances located therein under that BHC Service Provider License Agreement and may continue to use said industrial kitchen for the preparation and storage of food and equipment for the purpose of providing services under that BHC Service Provider License Agreement, and, in addition, County hereby permits Licensee to use such

County's industrial kitchen for the purpose of providing concession services at the Premises as part of this License Agreement.

2. TERM

2.1 The term ("**Term**") of the License shall be for a period of five (5) years commencing upon the Effective Date, which is the date the County executes this agreement ("**Commencement Date**") and shall terminate on the fifth annual anniversary of the Commencement Date ("**Termination Date**"), unless the term of the License is extended as described in Section 2.1.A below. If Licensee remains on the Property after termination of this License, at County's sufferance, it shall be at the County's sole discretion, which can be terminated on 15 days prior written notice ("Grace Period"). Use of the Licensed Area during this Grace Period shall be subject to the terms and conditions of this License and shall not create any possessory rights in Licensee or be construed to create a month-to-month tenancy.

2.1.A. Licensee shall have the option to extend this License term for up to four (4) years, for a maximum term of nine (9) years. Said option and extension shall be exercised at the sole discretion of the Chief Executive Officer ("CEO") or his or her designee, as authorized by the Board, after licensee has provided written notice requesting to exercise their four (4) year term extension.

2.2 County shall provide Premises for such concession services. Licensee acquires no real property right or interest as a result of its contract with County. Licensee acknowledges the title of County to the Premises, and covenants and agrees never to assail, contest or resist said title. Licensee understands and agrees that this agreement is a license and not a lease, and confers only permission to non-exclusive use of the Premises for concession purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Licensee any interest or estate therein.

3. CONSIDERATION

3.1 Licensee shall pay to the County monthly for the concession and use granted herein a sum equal to Five Hundred and 00/100 Dollars (\$500.00) per month ("**Fixed Monthly Fee**") in addition to 10% of its monthly gross receipts related to the concession services at the Premises above \$20,000 ("**Revenue Share Fee**" and together with the Fixed Monthly Fee, the "**License Fee**").

3.2 The Fixed Monthly Fee payment for the first month of the Term will be forwarded by Licensee to County within ten (10) days after the Commencement Date, and thereafter the monthly Fixed Monthly Fee will be payable in advance on or before the fifth (5th) day of each and every applicable month of the Term hereof, during the life of this License. The Revenue Share Fee shall be paid monthly, in arrears, within thirty days after the end of each month of the Term.

3.3 Payment shall be made by check or draft issued and payable to the County of Los Angeles, and mailed or otherwise delivered to:

County of Los Angeles
Auditor-Controller, Administrative Services,
500 West Temple Street, Room 603
Los Angeles, California 90012
Attn: Franchise/Concessions Section

Licensee must include, in the Payment Identification Data Section of its check stub, the License number and the site or building name and address.

3.4 A late payment penalty, equal to five percent (5%) of the applicable monthly Fixed Monthly Fee and/or Revenue Share Fee, shall be added to any late payment received by the Los Angeles County Auditor-Controller, depending which payment is received late. For purposes of this Section 3, County acknowledges that such payments shall not be subject to the late payment penalty set forth in the preceding sentence unless received after the 15th day of when such payment was due. Furthermore, the late payment penalty herein provided may be waived in writing by the CEO whenever the CEO finds late payment excusable by reason of extenuating circumstances. At no time during the Term hereof shall the County be obligated to notify Licensee of any accrual or accumulation of late payment penalty charges.

3.5 Licensee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the concession. Licensee accepts the Premises in their present physical condition, "as is" and "where is", and agrees to make no demands upon County for any improvements or alteration thereof.

3.6 **Security Deposit.**

- 3.6.A. Prior to the commencement of this License, Licensee shall pay to the County of Los Angeles Auditor-Controller the sum of Five Hundred and 00/100 Dollars (\$500.00)(**"Security Deposit"**).
- 3.6.B. Security Deposit shall serve as security for the faithful performance of all covenants, promises and conditions assumed by Licensee herein, and may be applied in satisfaction or mitigation of damages arising from a breach thereof, including, but not limited to, delinquent payments, liquidated damages, correction of maintenance deficiencies, loss of revenue due to abandonment, vacation or discontinuance of concession operations; discrimination; refunding of deposits for scheduled future events which are required to be canceled due to abandonment, vacation or discontinuance of concession operations, completion of construction and payment of mechanic's liens. Application of amounts on deposit in satisfaction or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License.
- 3.6.C. In the event any or all of said amount is applied in satisfaction or mitigation of damages, Licensee shall immediately deposit such sums as are necessary to restore the security deposit to the full amount required hereunder.
- 3.6.D. Security Deposit shall be returned to Licensee upon termination of this License less any amounts that may be withheld therefrom by the County as heretofore provided.

4. **USE**

Licensee shall use the Premises, and is allowed to use the industrial kitchen area as defined in that certain BHC Service Provider License Agreement dated January 10, 2023 ("BHC

Service Provider License Agreement"), to provide concession services to the public, as further described in Exhibit A, including but not limited to providing food preparation, meal services and catering at the Premises on the hours and days as set forth herein in compliance with applicable laws and regulations, including without limitation, health, safety, fire and employment. These services shall be for the sale of food, beverage and other items as approved by the County. Licensee shall be responsible for all persons and invitees, guests, agents, employees, clients, and contractors ("Licensee's Parties") that it allows to visit or occupy the Premises, and shall be liable to County for all acts of such Licensee's Parties at the Premises. County shall not be liable for damages or any error with regard to the admission to or exclusion from the Premises, of any Licensee's Parties. Licensee's use of the Premises shall be in compliance at all times with the Statement of Work attached hereto and incorporated herein as Exhibit B and the Rules and Regulations attached hereto and incorporated herein as Exhibit C.

5. **WORKDAYS AND HOURS OF OPERATION**

County permits Licensee to provide concession services at the Premises five (5) days per week, Monday through Friday (except for holidays observed by the County), as follows: Monday-Friday 8:00 AM – 2:00 PM. County acknowledges that Licensee may provide preparation, administrative services and other similar services outside of such hours.

6. **PARKING**

There is a parking structure on the Property that will be available on a first-come, first-served basis to the Licensee staff, totaling five (5) parking spaces, working at the Premises. Licensee will be responsible for the costs of parking tags and/or keycards needed to access the parking facility. Additionally, if the County were to charge the public and/or other users of the parking structure in the future, Licensee shall pay the same amount charged to public for each of Licensee's staff parking in the parking structure, provided that County will notify Licensee in advance of such charges, if any. In the event Licensee requires additional parking spaces for training events, Licensee shall provide a written request for additional parking spaces from County and County will either approve or deny within two (2) business days of said notice.

7. **COUNTY SPACE IMPROVEMENT AND EQUIPMENT**

Licensee is allowed to and may use the County's existing industrial kitchen area and equipment and appliances located on the Property, as defined in that BHC Service Provider License Agreement, and equipment and appliances located in the Licensed Area, and will be responsible for the construction of any and all concession improvements as proposed in the scope of work and building plans, to be completed by Licensee and reviewed and approved by County for this License Agreement. A preliminary design of the Premises is attached as Exhibit "F". In addition to construction of the Premises for use by Licensee, Licensee shall also be responsible for any existing concession equipment within the Licensed Area and provide any additional equipment/improvements as specified in Exhibit "F" ("**Licensee Equipment**"). Any additional improvements beyond the County's approved scope of work will be subject to County's prior approval, and upon approval by County, at Licensee's sole cost. Licensee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the CEO through electronic mail or United States Postal Service. All improvements and alterations beyond the scope of work and building plans are to be made at Licensee's expense and at no cost to the County.

8. **HEALTHY FOOD CHOICES AND NUTRITIONAL INFORMATION**

Licensee shall plan and implement menus for concession operations similar to the "Sample Menu" items attached hereto as Exhibit "D". Menus shall provide for healthy food and beverage choices as defined herein, and will be subject to review and approval of County prior to finalizing.

9. **OPERATING RESPONSIBILITIES**

9.1 Licensee's operations in and use of the Property shall conform to and abide by all County ordinances, all state and federal laws and regulations insofar as the same or any of them are applicable; and where permits, regulatory agency approvals and/or licenses are required for Licensee's specific use of the Premises, the same must be first obtained from the regulatory agency having jurisdiction thereover.

9.2 Licensee shall not post signs or advertising matter upon the Property unless prior approval therefor is obtained from the County. Once approved, Licensee may use such signs or advertising matter, as well as substantially similar signs or advertising matter to those previously approved by County, at the Property.

9.3 No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, to be permitted or remain on the Property, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges, which may be made for the removal thereof.

9.4 The Licensee shall be responsible for securing the Premises to County standards.

9.5 Licensee shall be responsible for payment of any and all utilities not paid by County under that BHC Service Provide License Agreement presently or in the future, that are necessary for the operation of the Premises.

9.6 Licensee shall permit authorized representatives of the County to enter the Premises for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

9.7 Licensee hereby warrants and represents that it shall comply with all federal, state and local laws and regulations concerning Licensee's use, release, storage and disposal of Hazardous Substances on the Premises. For purposes of the License, the phrase "Hazardous Substances" shall be deemed to include hazardous, toxic or radioactive substances as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or related defined phrase in any successor or companion statutes, and crude oil or byproducts of crude oil, other than crude oil which exists on the Premises as a natural formation, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8.

9.8 Licensee shall always maintain and post a complete schedule of the prices charged and ingredients (including, but not limited to, disclosure of common allergens such as dairy, wheat, soy, gluten, shellfish, etc.) for all foods supplied to the public on or from the Premises to the satisfaction of the County as to information given. Said prices shall be fair and reasonable compared to similar retail operations in the County as reflected in Exhibit "C" and shall not exceed the approved prices for said items. Pricing for the salad bar and pre-packaged salads shall be

competitive with other entrée options. The prices will be reviewed annually or more often if necessary and revised upon mutual consent of Licensee and County.

10. REPAIRS AND MAINTENANCE

10.1 Licensee's Repair Obligations. Licensee is responsible for repairing any damages to the Premises, any and all therein, and Licensee's Equipment therein, including any damages caused by unauthorized occupancy of the Premises. Licensee shall at all times and at Licensee's sole cost and expense be responsible for maintenance of the Premises and all of County's equipment and Licensee's Equipment therein. Licensee waives the right to make repairs at County's expense under any law, statute or ordinance now or hereafter in effect (including the provisions of California Civil Code Section 1942 and any successive sections or statutes of a similar nature), it being agreed that Licensee and County have by this License made specific provisions for such repairs and have defined their obligations relating thereto. If Licensee fails to perform Licensee's obligations under Section 10.1 hereof, or under any other provision of this License, then County shall have the option (but not the obligation) to enter upon the Premises after thirty (30) days' prior written notice to Licensee, or in the case of an emergency immediately without prior notice (provided County agrees to give as much notice as reasonably practicable under the circumstances), to perform, such obligations on Licensee's behalf necessary to return the Premises to good order, condition and repair, whereupon the reasonable costs actually incurred by County shall become due and payable to County, upon demand.

Notwithstanding anything above to the contrary, promptly following written notice thereof from County, County may elect, at Licensee's cost, to repair and maintain the Premises and any of Licensee's Equipment located on the Premises. Licensee shall pay to County within thirty (30) days of receipt of County's repair and/or maintenance invoice for the Premises and/or the License Agreement.

10.2 Condition of Property. Licensee acknowledges and agrees that, except to the extent otherwise specifically set forth in this License, County has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever concerning or with respect to (a) the value, nature, quality or condition of the Premises; (b) the suitability of the Premises for any and all activities and uses which Licensee may conduct thereon; (c) the compliance of the Premises with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, environmental laws (collectively, "Laws"); (d) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Premises; (e) the manner or quality of the construction or materials incorporated into the Premises; (f) the manner, quality, state of repair or lack of repair of the Premises; or (g) any other matter with respect to the Premises. Licensee further acknowledges and agrees that, except to the extent specifically set forth in this License, the use and occupancy of the Premises as provided for herein is made on an "AS-IS" condition and basis with all faults. County shall have no liability or responsibility for any latent or patent defects in the Premises. Except for damages arising from County's failure to perform its obligations under Section 10.1, Licensee and anyone claiming by, through or under Licensee hereby fully and irrevocably releases County from any and all claims that it may now have or hereafter acquire against County for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including, but not limited to, environmental matters, now or hereafter affecting the Premises. This release includes claims of which Licensee is presently unaware or which Licensee does not presently suspect to exist in its favor which, if known by Licensee, would materially affect Licensee's release of County.

10.3 **Alterations**. Licensee shall not make alterations, repairs, additions or improvements or install any cable line at the Premises (collectively referred to as "**Alterations**") without first obtaining the written consent of County in each instance, which consent shall be at the County's sole and absolute discretion. Prior to starting work, Licensee shall furnish County with plans and specifications; names of contractors reasonably acceptable to County (provided that County may designate specific contractors with respect to Building); required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by County and naming County as an additional insured; and any security for performance in amounts reasonably required by County. Material changes to the plans and specifications must also be submitted to County for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by County. Licensee shall reimburse County for any sums paid by County for third party examination of Licensee's plans for Alterations. In addition, Licensee shall pay County a fee for County's oversight and coordination of any Alterations equal to 5% of Licensee's out-of-pocket costs of the Alterations (other than in connection with required repairs). Licensee's "out-of-pocket costs" shall be the actual costs paid by Licensee to a licensed contractor for construction of the alteration. Upon completion, Licensee shall furnish "**as-built**" plans for Alterations, completion affidavits and full and final waivers of lien. County's approval of an Alteration shall not be deemed a representation by County that the Alteration complies with Law. Notwithstanding the foregoing, the County hereby authorizes the installation of any Data Line necessary for retail or security purposes.

11. **ANNUAL AUDIT AND FORECAST**

Each year, commencing with year one, County will have the right to audit any and all of Licensee's financial documents, records, and permits related to their use of the Premises ("**Audit**"). In addition to County auditing Licensee's existing financial documents related to their use of the Premises during the previous period, on an annual basis, Licensee shall prepare and deliver to County a forecast describing in reasonable detail their projected sales and other relevant financial documents, records, and permits for the upcoming year ("**Forecast**"). Said financial documents, records, and permits to be submitted by Licensee for the Audit and Forecast will include but not be limited to gross sales receipts, catering services, payroll, staff reports, food and equipment inventory, complaints, environmental, health and fire safety permits and violations, employee health screening requirements/food prep certification for food handlers, and/or training services covering the previous year and as proposed at the Premises for the upcoming year. Upon completion of County's Audit and review of the Forecast, County will determine if Licensee is in default of the terms of the License.

12. **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

During the term of this License, the following indemnification and insurance requirements shall be in effect.

I. **INDEMNIFICATION**

The Licensee shall indemnify, defend and hold harmless the County, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Licensee's repair, maintenance and other acts and omissions arising from and/or relating to the Licensee's use of the Premises.

II. GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS

Without limiting the Licensee's indemnification of Lessor and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "**Required Insurance**") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Lessor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities, which may arise from or relate to this License.

A. Evidence of Coverage and Notice to Lessor

- Certificate(s) of insurance coverage ("Certificate") satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this License.
- Renewal Certificates shall be provided to Lessor not less than 10 days prior to Licensee's policy expiration dates. The Lessor reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty five thousand (\$25,000.00) dollars, and list any Lessor required endorsement forms.
- Neither the Lessor's failure to obtain, nor the Lessor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles
Chief Executive Office
Real Estate Division
320 West Temple Street
7th Floor Los Angeles, CA 90012

Licensee also shall promptly notify Lessor of any third-party claim or suit filed against Licensee, which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Lessor.

B. Additional Insured Status and Scope of Coverage

The Licensor, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the Premises.

Licensor's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor as an additional insured, even if they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Licensor's insurance policies shall provide, and Certificates shall specify, that Licensor shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to Licensor in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance and without further notice to Licensee, pursue Licensee reimbursement.

Use of the Property shall not commence until Licensee has complied with the insurance requirements, and shall be suspended during any period that Licensee fails to maintain said policies in full force and effect.

E. Compensation for County Costs

In the event that Licensee fails to comply with any of the indemnification or insurance requirements of this License, and such failure to comply results in any costs to County, Licensee shall pay full compensation for all reasonable costs incurred by County.

F. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Licensor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Licensor.

G. Licensee's Insurance Shall Be Primary

Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensor. Any Licensor

maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

H. Waiver of Subrogation

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against Licensor under all required insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements, which may be necessary to affect such waiver.

I. Deductibles and Self-Insured Retentions (SIRs)

Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR. The Licensor retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the Licensor, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

III. INSURANCE COVERAGE TYPES AND LIMITS

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming Licensor and its Agents as an additional insured, with limits of not less than:

| | |
|--|--------------|
| General Aggregate: | \$ 2 million |
| Products/Completed Operations Aggregate: | \$ 1 million |
| Personal and Advertising Injury: | \$ 1 million |
| Each Occurrence: | \$ 1 million |

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property

damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Commercial Property Insurance: Such insurance shall:

- Provide coverage for Lessor's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and Lessor as their interests may appear.

E. Crime Coverage: Insurance in amounts not less than \$1,000,000 covering against loss of money, securities, or other property referred to in this License, and naming the County as loss payee.

F. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$1 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

13. TRANSFERS

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Property or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Property or any portion thereof, by, through, or pursuant to this License; provided, however, nothing in this Section shall be deemed to limit, waive, or impair Licensee's right to retain a professional third-party security company to provide security services for the benefit of the Premises, upon written approval by County.

14. NONDISCRIMINATION

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

15. DEFAULT; REMEDIES

15.1 Defaults by Licensee.

The occurrence of any of the following shall constitute a default under this License by

- (a) Any failure by Licensee to pay rent when due, if any, if such failure continues for ten (10) business days after written notice has been given to Licensee;;
- (b) Any failure by Licensee to observe and perform any other provisions of this License or the Operating Agreement to be observed and performed by Licensee, when such failure is curable and continues uncured for thirty (30) days after written notice by County to Licensee; provided that if the nature of the default cannot be reasonably cured within thirty (30) days, Licensee shall not be deemed in default if it shall commence or cause commencement of curing such default within such 30-day period and diligently prosecutes or causes diligent prosecution of same to completion.
- (c) The abandonment or vacation of the Property and/or the cessation of business by Licensee at the Property.
- (d) Licensee's interest in this License or in all or a part of the Property is taken by process of law directed against Licensee, or becomes subject to any attachment at the instance of any creditor or claimant against Licensee, and such attachment is not discharged within thirty (30) days.
- (e) Licensee (i) is unable to pay its debts generally as they become due (including, but not limited to, the rent, if any); (ii) makes an assignment of all or a substantial part of its property for the benefit of creditors; (iii) convenes or attends a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium on or extension or consolidation of its debts; (iv) applies for or consents to or acquiesces to the appointment of a receiver, trustee, liquidator, or custodian of Licensee's or of all or a substantial part of Licensee's property or of the Property or of Licensee's interest in this License; or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, or relief of debtors or an arrangement with creditors, or takes advantage of any insolvency law or files an answer admitting the material allegations of a petition filed against such party in any bankruptcy, relief, reorganization, or insolvency proceedings.
- (f) The filing by a third party against Licensee of a petition seeking reorganization of Licensee or relief of debtors under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, or relief of debtors or appointing a receiver, trustee, liquidator, or custodian of Licensee for of all or a substantial part of Licensee's property or of the Property or of Licensee's interest in this License, or adjudicating Licensee as bankrupt or insolvent, and such order, judgment, or decree will not be vacated, set aside, or dismissed within thirty (30) days from the date of entry.
- (g) Failure by Licensee to materially observe and perform any material provisions of this License to be observed and performed by Licensee, where such failure is not curable (if any).

The notices required under this Section 15 are the only notices required to be given by County to Licensee in the event of Licensee's default and are not in addition to any statutory notices otherwise required by the unlawful detainer statutes of California.

15.2 Termination of License and Remedies.

In the event of any default by Licensee, which continues beyond any and all applicable notice and cure periods, in addition to any and all other rights and remedies available to County at law or in equity, County shall have the right to terminate this License and all rights of Licensee hereunder by giving written notice to Licensee of such election by County beyond any costs Licensee incurred due to termination of this License.

15.3 County's Right to Cure Licensee's Defaults.

County may at any time after Licensee commits an act of default pursuant to this License, upon ten (10) days' written notice, or a shorter period if additional damage may result, cure such act of default for the account and at the expense of Licensee, .

15.4 Remedies Cumulative.

All rights and remedies of County under this License shall be nonexclusive of and in addition to any other remedy available to County at law or in equity.

16. WAIVER

16.1 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

16.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given either party by this License shall be cumulative.

17. SURRENDER

Upon any termination of this License, whether by lapse of time, cancellation pursuant to an election provided for herein, forfeiture, or otherwise, Licensee shall immediately surrender possession of the Premises and all buildings and improvements on the same to County in good and tenantable repair, reasonable wear and damage from fire or other casualty or peril excepted.

18. ENFORCEMENT

The County's Chief Executive Officer, or her designee, shall be responsible for the enforcement of this License on behalf of County, and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

19. COUNTY LOBBYIST ORDINANCE

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

20. NOTICES

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Homeboy Industries 130
West Bruno Street Los
Angeles, CA 90012
Attn: Gabriel Muro

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

County of Los Angeles
Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attn: Joyce Chang, Senior Manager

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above- mentioned manner.

21. REPAIR OF DAMAGE

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the Premises, including the Building, which is damaged by or on behalf of Licensee (including its personnel), including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value, and utility to the original work or installation; and (c) be in accordance with all laws.

22. DAMAGE OR DESTRUCTION

Should the Property be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

23. SOLICITATION OF CONSIDERATION

23.01 It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a licensee with the implication, suggestion, or statement that the licensee's provision of consideration may secure more favorable treatment for the licensee in the award of the license or that the licensee's failure to provide such consideration may negatively affect the County's consideration of the licensee's submission. A licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent who has had any involvement in the negotiation, consummation or administration/management of a license.

23.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline. Failure to report such solicitation may result in the License being terminated.

23.03 Licensee hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this License. Licensee hereby agrees that if it violates any of the terms of this Section 23.03, then the County may declare this License null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

24. CONFLICT OF INTEREST

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license, or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

25. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

26. SIGNATURE AUTHENTICITY CLAUSE

The individual(s) executing this License hereby personally covenants, guarantees, and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

27. NO AGENCY

This License is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between Licensor and Licensee. Licensor does not grant or delegate to Licensee hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to the Property.

28. TAXATION OF PROPERTY

The interest (as defined in California Revenue and Taxation Code Section 107) in the Property created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

Licensee shall pay before delinquency all lawful taxes, assessments, fees, or charges, which at any time may be levied, by the federal, state, County, city, or any other tax or assessment-levying body upon the Premises and any improvements located thereon.

If Licensee fails to pay any lawful taxes or assessments upon the Property, which Licensee is, obligated to pay, Licensee will be in default of the License.

County reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

29. INTERPRETATION

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

30. GOVERNING LAW AND FORUM

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

31. ELECTRONIC SIGNATURE/COUNTERPARTS

This License and any other document necessary for the consummation of the transaction contemplated by this License may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this License and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this License had been delivered had been signed using a handwritten signature. County and Licensee (i) agree that an electronic signature, whether digital or encrypted, of a party to this License is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this License based on the foregoing forms of signature. If this License has been executed by electronic signature, all parties executing this document are expressly

consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction

32. **ENTIRE AGREEMENT**

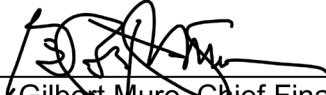
This License, including all exhibits attached hereto, contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

[*SIGNATURES FOLLOW ON NEXT PAGE*]

IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and County of Los Angeles has caused this License to be executed on its behalf by the Chief Executive Officer, the day, month and year first above written.

LICENSEE:

HOMEBOY INDUSTRIES,
a California nonprofit public benefit corporation

By: 
Gilbert Muro, Chief Financial Officer

LICENSOR:

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Deputy

EXHIBIT A
Map/plan/layout to be provided
Premises

EXHIBIT B
Statement of Work

EXHIBIT B

CONCESSION SERVICES AT THE MARTIN LUTHER KING BEHAVIORAL HEALTH CENTER

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Licensee shall provide all personnel, labor, special equipment, tools, merchandise, materials, and all other items normally required of a business to provide concession services at the Martin Luth King Behavioral Health Center's (Center) kitchen and grab and go area (Concession Area). These services shall be for the sale of food, beverage and other items as approved by the County of Los Angeles, Chief Executive Office (County).

The Licensee shall establish and operate in the Licensee's name, concession operations and meal services for dispensing food, nonalcoholic beverages and such other items as may be authorized in writing by the County, in accordance with all terms and conditions specified herein in their respective service area.

2.0 PREMISES

- 2.1 The Concession Area is located on the first floor of the Center located at 1680 E. 120th St., Unincorporated Willowbrook, CA 90059, which is comprised of an approximately 9,800 square foot kitchen and an approximately 1,418 square foot general concession area as shown on Exhibit A to the License. The Center is a building that comprised of five (5) floors and a basement with approximately 798 occupants, and is open to the public.
 - a. Licensee is hereby granted permission by the County of Los Angeles ("County") to enter and use the Premises to meet the terms and conditions of this work order (Work Order). Entry onto the Premises constitutes acceptance by Licensee of all conditions and terms of this Work Order.
- 2.3 The Premises shall be used only for concession purposes and such other purposes as related to concession services, including food preparation, food storage, and food retail. Express prior approval is required by the County for any activity beyond concession purposes. Any employees that have been issued an identification badge will have access to the building and kitchen.
- 2.4 Licensee acknowledges personal inspection of the Premises and the surrounding area. By using the Premises, Licensee accepts the Premises in its present condition.
- 2.5 Licensee shall always make available the Licensee's facilities and services, as well as the food prepared by the Licensee for inspection by an authorized person(s) designated by the County, to be designate as the County License manager (County License Manager). Licensee shall allow County to enter the Premises at any time to determine compliance with the terms of this License, or for any other purpose incidental to the performance of the responsibilities of the County.
- 2.6 Licensee shall not permit any illegal activities to be conducted on the Premises and County property.

- 2.7 Licensee shall strictly prohibit the use of profane or indecent language, as well as boisterous, loud conduct on the part of the Licensee's employees and/or disorderly persons.
- 2.8 Licensee shall not allow its employees to bring personal visitors onto the Premises, nor may they bring in any type of weapons or unlawful goods.
- 2.9 Licensee shall not allow smoking at the Premises except in the designated area(s).
- 2.10 Licensee shall not interfere with the public use of the County building where the concession is located.
- 2.11 Licensee may provide any legal devices, installations, or equipment designed for protecting the concession services on the Premises from theft, burglary or vandalism, provided written approval for installation is first obtained from the County Project Manager. All purchases and thereof shall be at Licensee's expense.
- 2.12 Licensee shall not make any alterations, additions, or revisions to the Premises or equipment without prior written approval of the County License Manager. This does not preclude the Licensee from installing and using equipment furnished by the Licensee, except that such equipment and the installation thereof shall be first approved by the County License Manager.
- 2.13 Licensee shall furnish and install at its own cost and expense, any additional equipment necessary for operation of the Concession and other meal services with the approval of the County License Manager. The Licensee shall maintain (by repair and replacement) a sufficient amount of equipment at all times so as to render an efficient and complete concession service. The Licensee shall be responsible for repair and replacement of the Licensee supplied equipment
- 2.14 Licensee shall exercise reasonable care in the use of all equipment and facilities in the performance of its obligations herein.
- 2.15 Licensee shall conduct a physical inventory of all concession items at the Premises, at the beginning of each License year, including kitchen utensils, plates, equipment, etc. and provide a copy to the County License Manager.
- 2.16 Licensee shall not create or attempt to create any liens upon County-owned facilities, specifically the premises and/or County-owned equipment by way of chattel mortgage or otherwise. Licensee shall not make any purchase in connection with providing concession services in the name of the Chief Executive Office and/or the County.
- 2.17 Licensee shall be responsible for repair and replacement of all improvements and equipment thereon damaged or destroyed by the negligent and willful acts and omissions of the employees, agents, suppliers, and subcontractors. All maintenance shall commence within three (3) days of the need thereof and diligently prosecuted to completion of same, except where the state of disrepair is

such that an emergency of hazard is created thereby in which event there will be an immediate correction thereof. County may cure the default of Licensee with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof.

- 2.18 Upon surrender of the Premises at the end of the term, Licensee shall restore the Premises, prior to the termination of this License, and return the Premises to the conditions that existed prior to the commencement of the provision of the Services, ordinary wear and tear excepted, to the satisfaction of County. This shall include removal of all rubbish and debris, as well as removal of Licensee's personal property in order that the Premises will be neat and clean and ready for normal use by County on the day following the termination of this Permit. Should Licensee fail to accomplish this, County may perform the work and Licensee shall pay the cost.
- 2.20. Licensee shall Provide all security devices (lockers) required for the protection of staff personal property used in connection with the Services from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Chief Executive Office.
- 2.21. Prohibit all advertising signs or material from display at the Premises, unless County provides its prior written consent.

3.0 LICENSEE STAFF

3.1 Licensee Management

The Licensee shall provide a Licensee Representative and may designate an on-site Concession Supervisor, both of which shall be full-time employees of the Licensee and provide overall management and coordination of this License. The Licensee Representative and the on-site Concession Supervisor throughout the life of this License must have at least five years of experience in performing concession type operations, or operations of the type described under this SOW. Licensee shall immediately notify the County License Manager of any change of the Licensee Representative and/or Concession Supervisor. Upon thirty (30) day notice from the County, the Licensee Representative and Concession Supervisor shall be replaced.

3.2 Licensee Representative

- a. The Licensee shall designate a Licensee Representative to act as the central contact with the County and shall have full authority to act for the Licensee on all License matters relating to the daily operation of the Concession.

- b. The Licensee shall designate a Licensee Representative to act as the manager to make inspections, answer questions, resolve problems, respond to emergencies, and approve all reports.
- c. The Licensee shall designate a Licensee Representative to meet with the County on a monthly or quarterly basis, as requested by the County, to discuss any part of the License.
- d. The Licensee shall designate a Licensee Representative to Inspect the concession daily and verify routine maintenance of Concession Service Area, Kitchen and Concession Facilities and Equipment, to assure compliance with Federal, State and local environmental health and sanitation requirements.
- e. The Licensee shall designate a Licensee Representative to develop a preventative maintenance plan outlining tasks and frequencies for ensuring the maintenance plan is executed.
- f. The Licensee shall designate a Licensee Representative to train assigned food services staff on cleaning methods; the use of cleaning supplies, appliances, and sanitation requirements; and adjust Licensee employee workloads and assignments to assure timely completion of work.
- g. The Licensee shall designate a Licensee Representative to develop a procedure in which proper work and quality standards are maintained to ensure an "A" rating from the County's Department of Public Health throughout the life of this License.
- h. The Licensee shall designate a Licensee Representative to inspect work performed by employees and provide the County License Manager with monthly reporting of the tasks outlined in the Licensee's maintenance plan.

3.3 Project Safety Official

The Licensee shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Licensee's Injury and Illness Prevention Program and Code of Safe Practices. The Licensee's Project Safety Official shall be available always to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Licensee to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Licensee is in compliance.

3.4 Concession Employee Staffing

The Licensee shall:

- a. Provide all employees necessary for the performance of this License. Upon being hired, such employees shall be subject to such health examination as

proper local, State, or Federal authority may require relating to their employment. All persons employed by the Licensee shall be the employees of the Licensee, and not of the County, and shall be covered by a fidelity bond. Proof of coverage and subsequent fidelity bond updates shall be submitted to the County License Manager in a timely manner.

- b. Ensure Licensee's employees are dressed in the designated apparel/uniform, including a Licensee issued photographic identification badge, and in a manner, which is clean and orderly. The County License Manager shall have approval authority over the Licensee's uniforms.
- c. Provide employees who speak and understand English fluently, especially those employees who interface with County personnel and the public.
- d. Provide an optimal number of cashiers during periods of high traffic hours, especially during the mid-morning break and lunch hours to ensure there are no more than 3 customers waiting in the cashier lines.
- e. Ensure Licensee's employees conduct the concession services in a manner that is good and workmanlike, courteous and non-profan, and operate without interfering with the use of the Premises by County. County has the right to request Licensee to remove any agent, Licensee or employee who fails to conduct the Services in the manner heretofore described

4.0 CONCESSION OPERATIONS

4.1 Grand Opening

- a. Licensee shall commence operations of the Concession within ninety (90) calendar days following the execution of the License by County, unless the operations start date is extended and approved by the County.

4.2 Workdays and Hours of Operations

Concession services at the Concession Area will be provided five days per week, Monday through Friday (except for holidays observed by the County), as follows:

| Period | Opening | Closing |
|--------------------|-----------|-----------|
| Hours of operation | 8:00 a.m. | 2:00 p.m. |

Workdays and hours of operation are subject to change as needed and as determined and approved by the County.

4.3 Healthy Food Choices and Nutritional Information

- 4.3.1 Licensee shall plan and implement menus for concession operations. Menus shall provide for healthy food and beverage choices as defined in Concession Nutrition Standards, Exhibit E. Licensee in consultation with the Department of Public Health (DPH) is required to submit nutrition

analysis of all menu items to CEO to confirm compliance with all nutrition standards outlined in this License. At least 50% of entrées and side items shall meet Concession Nutrition Standards as defined in Exhibit E. At least one entrée per meal service not meeting the Concession Nutrition Standards as defined in Exhibit E shall be offered in a reduced-size portion¹ at a reduced price. Recommend at least one vegetarian entrée be offered per meal service. At least 50% of entrées and sides, when applicable, shall be made or served with whole grains,² as defined in Exhibit E. Recommend utilizing low fat food preparation methods.³ No menu items shall be deep fried. Hydrogenated fats and oils shall not be used in food preparation. Fresh fruit and vegetable options shall be included in the menu, as shown in Exhibit D. At least 50% of beverage options (including fountain drink machines and beverage cases) shall meet Concession Nutrition Standards as defined in Exhibit E. Bottled water must be available as a beverage option. Licensee shall provide access to fresh, cold tap water at no cost. The size of all fountain drinks shall not exceed 20 ounces per container. Combination meals⁴ shall offer, as an alternative, bottled water as a beverage option and fresh fruit or a non-starchy vegetable⁵ prepared without fat or oil as a side option. Menus shall be designed to serve food that meet all Federal Food and Drug Administration requirements and meet the needs of the multi-ethnic population of employees and the public. Menus should include a variety of culturally diverse foods. Seasonal fruits and vegetables shall be sourced and locally grown⁶ foods shall be purchased (when feasible).

- 4.3.2 Licensee shall prepare and post weekly menus on Friday afternoon for the following Monday service. The menu shall include prices, a description of each item, the weight of each portion, and the government grades for its component items. The menu shall also list the nutritional information for each item in accordance with the federal menu-labeling requirements set forth under the Patient Protection and Affordable Care Act of 2010, or any subsequent revisions to the Act. This information is also required for future menus or proposed changes. Healthy menu items shall be clearly indicated on all menus. Recommend using symbols added to the menu to identify items that feature local produce or vegetarian menu items (when applicable). No menu shall misrepresent quality, grade, or weight of any item. If Licensee is unable to determine the weight of a given item, it may indicate that its weight will not be less than an amount which Licensee shall state. For an object which changes weight during cooking, Licensee shall note whether the weight indicated is the product's uncooked weight. If

¹ Reduced-size portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.

² Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice.

³ Low fat food preparation methods include broiling, grilling, baking, poaching, roasting and steaming.

⁴ Combination meals consist of an entrée plus a side option and/or beverage.

⁵ Starchy vegetables include potatoes (excluding sweet potatoes and yams), corn, and peas.

⁶ Locally grown is defined by the Los Angeles Food Policy Council as within a 200-mile radius of Los Angeles.

Licensee purchases various government grades of a given item, it shall state the lowest grade which it purchases

- 4.3.3 Licensee shall commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) recommendations within 12 months of License commencement in consultation with Department of Public Health (DPH) staff. The Licensee should work with DPH staff towards the development of sodium standards for individual food categories (e.g., grains, meats, etc.) within the defined timeline.
- 4.3.4 Licensee shall comply with all nutrition guidelines outlined in this License, as well as any future Board of Supervisors' policies concerning nutrition guidelines. DPH may periodically monitor the License to ensure the Licensees' compliance with the Concession Nutrition Standards. Licensee is required to share with the CEO the inventory of food sold and consumed, including food production records and monthly sales records on a quarterly basis, in a form acceptable to County. DPH shall review records and communicate its findings to the CEO. Failure to comply with the Concession Nutrition Standards may, in the CEO's sole discretion, constitute a breach of this License. Licensee may contact the Los Angeles County Department of Public Health, Division of Chronic Disease and Injury Prevention at (213) 351-7825 or email: chronic_disease@ph.lacounty.gov if Licensee has questions on the nutrition standards and product compliance.

4.4 Quality of Foods and Beverages

All food and beverages for sale by Licensee shall be in top quality and shall conform to Federal, State and County food laws, ordinances and regulations in all respects. No unadulterated, misbranded or impure articles shall be sold or kept by Licensee for sale or use by anyone. No tobacco items or alcoholic beverages of any kind shall be sold or kept by Licensee for sale or use by anyone.

4.5 Prices and Posting

Licensee shall always maintain and post a complete schedule of the prices charged and ingredients (including, but not limited to, disclosure of common allergens such as dairy, wheat, soy, gluten, shellfish, etc.) for all foods supplied to the public on or from the concession premises to the satisfaction of the Facility Project Manager as to information given. Said prices shall be fair and reasonable compared to similar retail operations in the County as reflected in Exhibit D and shall not exceed the approved prices for said items. Pricing for the salad bar and pre-packaged salads shall be competitive with other entrée options. The prices will be reviewed annually or more often if necessary and revised upon mutual consent of Licensee and County.

4.6 Collection of Payment

Licensee shall operate a point-of-sale system to collect cash and other forms of payment such as credit cards and/or debit cards from all persons purchasing food

in the Concession Area. Licensee shall also ensure there are sufficient cashiers during periods of high traffic hours, especially during the mid-morning break and lunch hours.

4.7 Merchandise Inventory

- a. Licensee shall provide and maintain the necessary inventory of concession food items approved for sale in writing by the County License Manager at approved Premises. All food and beverage sold or kept for sale by Licensee shall be top quality, and shall conform to Federal, State, and local food laws, ordinances, and regulations in all respects. No adulterated, misbranded or impure items shall be sold or kept for sale by Licensee.
- b. Licensee shall have certain concession food items available for purchase (e.g., beverages, prepackaged snacks, and fresh fruit) always. At least 50% of beverages (including fountain drink machine and beverage case items) and snack/dessert items offered shall meet nutrition standards as defined in Exhibit E.
- c. Merchandise kept on hand by Licensee shall be stored and handled with due regard for sanitation. All food items shall be delivered, stored or served within temperature ranges established by industry standards and applicable health and safety rules and regulations.

4.8 Removal of Food/Merchandise/Services

Upon the receipt of notice by the County License Manager, Licensee shall immediately change or remove any type of food product, merchandise, and/or services from the Premises.

4.9 Sanitation

- 4.9.1 Licensee is responsible for the daily upkeep of the Premises, including any walls facing or common to Premises work areas. Such areas shall be kept safe, clean, and in a sanitary condition to preclude any infestation by vermin. No offensive matter or refuse or substance containing an unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health, shall be permitted or remain on the concession premises, and Licensee shall prevent any accumulation thereof from occurring.
- 4.9.2 Licensee shall, always, keep the entire concession area and kitchen (including equipment and materials located thereon), safe, sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, flies and other insects, rodent and vermin. All apparatus, appliances, utensils, devises, equipment and piping used by Licensee shall be constructed to facilitate the cleaning and inspection thereof and shall be thoroughly and properly cleaned after each period of use with hot water and suitable soap, detergents and sterilizing agents and shall be rinsed by flushing with hot water. All trays, dishes, china, crockery, glassware, cutlery and other equipment of such

type shall be cleaned by Licensee immediately after using the same and shall be kept clean until reused. Tables shall be cleaned and dried between serving patrons. Floors shall be cleaned by Licensee of all dirt and debris, and food and beverage spills. In addition, Licensee shall provide and pay for regular vector control and provide regular fumigation and rodent control services inside of concession premises.

- 4.9.3 Licensee shall place all trash inside of trash cans and place lids in a closed position. Licensee shall be responsible for cleaning trash cans and providing trash can liners.
- 4.9.4 Licensee shall provide laundry services for hot pads, aprons, rags for cleaning, mop heads, tablecloths, napkins and dish towels.
- 4.9.5 Licensee shall use chemical free or "green" (environmentally friendly) cleaning products whenever possible.
- 4.9.6 Licensee shall separate cardboard waste and discard it in the cardboard bin located in the basement floor of the parking lot.
- 4.9.7 Licensee shall remove all trash from the concession premises and dispose of it in the trash bins located in the basement floor parking lot. Licensee shall conform its practices with any County-sponsored environmental and recycling programs.
- 4.9.8 Licensee shall be solely responsible for the safe and proper handling and disposal of fats, oils, and grease from the kitchen in the Premises as regulated by the County of Los Angeles. Licensee must obtain all necessary permit(s) and implement and comply with the County of Los Angeles Best Management Practices, if applicable. Licensee shall also be responsible for the coordination of hood certification from the County of Los Angeles Fire Department.
- 4.9.9 Licensee is advised that discarded hazardous waste may be encountered during the performance of this License. In the event an unknown substance or hazardous material is discovered, the Licensee shall immediately notify the Facility Project Manager. The Licensee shall NOT attempt to perform any type of hazardous waste remediation not included under the Statement of Work of this License, including identifying, containing, cleaning, moving, disposing, etc. The Licensee shall exercise extreme caution in the event unknown waste is encountered.
- 4.9.10 Licensee shall not allow or permit to remain on the concession premises any offensive matter or refuse material which could create a possible fire hazard, or other substance containing an unnecessary, unreasonable, or unlawful material detrimental to public health. The Licensee shall prevent any accumulation thereof from occurring on the concession premises.
- 4.9.11 Licensee shall remove all trash from the Premises and dispose of it in the trash bins located in the basement floor parking lot. Licensee shall conform

its practices with any County-sponsored environmental and recycling programs.

- 4.9.12 Licensee shall collaborate and comply with the County's Pest Control Program and work in concert with the County License Manager and County Internal Services Department to make the Premises available for spraying or other pest control services concurrent with said services being performed throughout the Hall of Administration building.
- 4.9.13 Licensee shall warrant that all food offered for sale or kept for sale under this License shall be clean, wholesome, pure, and of excellent quality which meets all Federal Food and Drug Act requirements and conforms to all Federal, State, and local laws, ordinances, and regulations. Food and Beverage Products/Merchandise kept on Premises shall be stored and handled with due regard for sanitation. All food items shall be delivered or served within temperatures ranges established by industry standards and applicable health and safety rules and regulations. Food items shall be prepared or cooked on the Premises, except for breads, pastries, ice cream, and other items which, with the approval of the County License Manager, may be prepared or cooked elsewhere. The Licensee shall follow the minimum portion sizes and the nutritional standards for meal preparations to assure the provision of high-quality nutritional care to concession patrons based on the nutritional recommendations outlined by the Reference Daily Intake (or Recommended Daily Intake) as regulated by the Food and Drug Administration (FDA). Healthy food choices, as defined herein, shall be a significant component of the food items being offered.
- 4.9.14 File with the County License Manager, a certificate for each member of the Licensee's food service staff showing that within the last two years such persons have been examined and been found to be free of communicable tuberculosis. "Certificate" means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000), Division 2 of the State Business and Professions Code or a notice from a public health agency or unit of the Tuberculosis Association which indicates freedom from active tuberculosis. In addition, the Licensee shall provide annual medical certifications for each staff member at its expense.
- 4.9.15 Ensure that all its personnel satisfy the following health standards and requirements. Licensee employees involved in the preparation of food shall undergo a physical examination before commencing services under this License. The physical examinations shall include, but are not limited to, special inspection of nails, skin, and mucous membranes. RPR for syphilis, stool specimen (ova/parasite/culture), CBC, SMA 20 (including SGOT/SGPT), titers for immunity for Hepatitis B/Rubella/Rubeola (will only include Varicella/Mumps if employee does not remember having the illness or vaccine), chest x-ray (14x17), and a PPD (if previously negative). This examination shall be provided at the expense of the Licensee. A physical reexamination shall be required when an employee has had 30 consecutive calendar days of illness and the attending physician's documentation does

not clearly indicate the employee is free to return to food handling duties. A food handler with chronic recurrent illness shall be subject to investigation and review of records by the County Occupational Health Services Medical Director. Such review is an evaluation only and shall not include medical treatment, which is the Licensee's responsibility.

- 4.9.16 Provide within 30 days of commencement of services under this License, orientation and health education for food service workers, covering all aspects of food handling, including, but not limited to, personal hygiene, portion control, contamination by bacteria, chemicals, insects, rodents and parasites, proper sanitation and safety procedures, fire and emergency preparedness, and other applicable laws. The Licensee shall maintain a record of all training and note employee attendance. Documentation shall be maintained, including signatures of attendees, date, length of session and summary of subject matter of meeting.
- 4.9.17 Provide its personnel with uniforms, gloves, and hair coverings.
- 4.9.18 Maintain an "A" rating from the Environmental Health Section of the County of Los Angeles Department of Public Health at all times under this License. Failure to maintain an "A" rating may result in cancellation of this License. Licensee shall, at all times, meet County Health standards and State and Federal health regulations including, but not limited to, those for cleanliness. The Licensee shall notify the County License Manager immediately when a County health inspector arrives at the Premises to perform an inspection.
- 4.9.19 Ensure all employees observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and County safety requirements while working on the Premises. Licensee shall immediately correct any unsafe condition and/or unsafe practices under its control at the Premises. Licensee shall immediately report any unsafe condition and/or practices under the control of the County to the County License Manager.
- 4.9.20 Obtain emergency medical care for any member of the public who is in need because of illness or injury occurring on the portion of the Premises under the Licensee's control. Licensee shall promptly and fully cooperate with any County investigation of any injury or death occurring on the Premises which the Licensee or its employees has knowledge, observed, and/or reported. County License Manager and County Building Manager shall be immediately notified.
- 4.9.21 Immediately correct any unsafe condition at the Premises, as well as any unsafe practices occurring thereon.
- 4.9.22 Not use the Premises for human habitation.

4.10 County Employees' and Public Use of Concession Area

Licensee shall allow County employees and members of the public who furnish their own meals to use the Premises concession area.

4.11 Safety

Licensee shall immediately correct any unsafe condition at the concession premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any person who is in need thereof, because of illness or injury occurring on the concession premises. Licensee shall cooperate fully with County in the investigation of any accidental injury or death occurring on the concession premises, including a prompt report thereof to the County Project Manager.

4.12 Supplies and Trade Fixtures

- 4.12.1** Licensee shall provide all disposable flatware, dishware, and food containers. All disposable food containers and dishware shall be products other than Expanded Polystyrene (EPS, also known as Styrofoam). The disposable food containers and dishware should be made with products that comply with ASTM D6400 and D6868 products and be made from No.1, No.2, or No.4 type plastics, if the plastics are not mixed together, or other County-approved products. The Licensee shall obtain approval of all products from the County prior to purchasing. All disposable food containers and dishware shall be provided by the Licensee at no cost to CEO or customers.
- 4.12.2** Licensee shall not provide a plastic carryout bag to any customer. Licensee shall provide or make available to a customer only recyclable paper carryout bags or reusable bags for the purpose of carrying away goods or other materials from the point of sale.
- 4.12.3** Licensee shall provide employee uniforms; gloves; and hair coverings, cash registers and other equipment as necessary to provide services as described in this Statement of Work for the satisfactory operations of the concessions service. The County will provide major concession equipment as shown in Exhibit F. County shall be responsible for the repair, replacement and maintenance of said equipment at no cost to the Licensee.

4.13 Maintenance and Repairs

- 4.13.1** County shall be responsible for maintaining the concession Premises in good condition including range hood, fire suppressant system, ducts, ceiling tiles, floor coverings, electrical, lighting, plumbing, air conditioning, ventilating, flue cleaning, grease trap and heating systems. In addition to this general requirement, County shall perform all repairs required for the maintenance thereon in compliance with all laws applicable thereto. County shall be responsible for clearing of drains inside the concession premises.

4.13.2 Licensee shall be responsible for repair and replacement of all improvements and equipment thereon damaged or destroyed by the negligent and willful acts and omissions of the employees, agents, suppliers and Licensees of Licensee. All maintenance shall commence within three (3) days of the need thereof and diligently prosecuted to completion of same, except where the state of disrepair is such that an emergency of hazard is created thereby in which event there will be an immediate correction thereof. County may cure the default of Licensee with respect to the maintenance obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof.

4.14 Advertising and Signs

- 4.14.1 Licensee shall advertise and market concession services to County staff and the public using methods approved by the Facility Project Manager to increase patronage of concessions.
- 4.14.2 Licensee, in consultation with the Concessions Committee and DPH, must prominently display *Choose Health LA* signage⁷ that promotes healthy food and beverage options made available by the Licensee. Signage indicating availability of fresh, cold tap water at no charge shall be placed at fountain drink machine or hydration station. Signage identifying reduced-size portion entrée options and combination meals with the alternative option to select bottled water and a non-starchy vegetable or fruit as a side item shall be displayed.
- 4.14.3 Healthy option items should be positioned prominently in the concession and be easily accessible for customers. Licensee shall only display food and beverage items meeting Concession Nutrition Standards as defined in Exhibit E, including healthy snacks and water, within five feet of all checkout registers. Candy bars, cookies, chips and sugar-sweetened beverages⁸ shall be removed from checkout register area or at point-of-purchase. Fresh fruit shall be displayed within reach of the checkout register. Only healthy beverages, as defined in Exhibit E shall be displayed in eye-level sections of beverage cases. Only healthy snacks/desserts, as defined in Exhibit E, shall be displayed in eye-level sections of display areas. Healthy entrées and side items, as defined in Exhibit E, shall be placed at the front of each food service area.
- 4.14.4 Licensee shall not post signs or advertising matters or allow the posting of such signs or advertising matter, upon the concession premises or improvements thereon, unless prior approval is first obtained from the Facility Project Manager.

⁷ Signage shall be provided by the Los Angeles County Department of Public Health.

⁸ Sugar-sweetened beverages include all sodas, fruit drinks, sport drinks, low-calorie drinks and other beverages that contain added caloric sweeteners, such as sweetened tea, rice drinks, bean beverages, sugar cane beverages and nonalcoholic wines.

4.15 Eco-Friendly Environmental Plan

4.15.1 Submission of an Eco-Friendly Environmental Plan (Plan) to promote environmental sustainability at the Premises including, but not limited to, processes by which the Licensee plans to:

- Comply with the requirements of AB 1826 and reduce and recycle pre- and post-consumer food waste.
- Comply with the recycling requirements of AB 341.
- Reduce packaging waste and comply with the County's expanded polystyrene (Styrofoam) and plastic bag bans.
- If applicable, go beyond the minimum requirements of law and policy to implement additional waste reduction and recycling programs.

4.15.2 Approval by the County Project Manager of a final Eco-friendly Environmental Plan will be required prior to commencing operations. The Eco-Friendly Environmental Plan will be reviewed annually by the County Project Manager to ensure that best practices are implemented as modern technologies or more effective methods become available.

4.15.3 Removal of Debris/Garbage, Organic Waste, and Cardboard

The County will provide trash, compost, cardboard, and garbage bins, as well as collection cans, as necessary. Licensee shall appropriately place all trash, organic waste, cardboard, and garbage generated in providing concession services inside the appropriate provided bins. Under the guidance of the County Project Manager, the Licensee shall conform its practices with any County-sponsored environmental and recycling programs. All debris/garbage derived from providing concession services will be removed from premises and disposed of at the County's expense. On a continuous basis, the Licensee shall:

1. Separate kitchen (pre-consumer) compostable waste and discard in the organics bin. This waste includes coffee grounds and filters, herbs, fruits and vegetables and their skins or peels, and eggshells. No meat or dairy products.
2. Separate cardboard waste and discard in the cardboard bin.
3. Implement a County-approved Eco-Friendly Environmental Plan (Plan). The Plan shall be designed to reduce waste generated by the Licensee including, but not limited to, reduction in packaging, pre-consumer, and post-consumer waste. The Licensee is responsible for all costs to implement its Plan presented in its Proposal and subsequently approved by the County Project Manager. The Plan will be reviewed on an annual basis and at the sole discretion of the County; the County License Manager may direct the Licensee to revise the Plan. If there is an additional documented cost directly associated with Plan changes

requested by the County, the County will negotiate a method for the Licensee to recover the cost prior to implementation of the revised Plan.

4.16 Charitable Giving

The Licensee shall contact local food banks, and/or nonprofit organizations to offer leftover food as donation. The Licensee shall contact the organization with sufficient time before close of business to allow for pickup of leftover food.

4.17 Prohibited Goods

The Licensee shall not sell, dispense, furnish, or supply to anyone, or use, or permit to be used or consumed, any alcoholic beverages or liquor under any circumstances at the Premises without the expressed written consent of the County License Manager. The sale of tobacco and/or smoking products is prohibited.

5.0 QUALITY CONTROL

5.1 Food Quality Control

5.1.1 Minimum Food Standards

Minimum food quality standards:

- a. Licensee shall meet food quality standards, including temperature standards, based on regulatory agencies' requirements.
- b. Licensee shall abide by all provisions of the Food and Drug Administration's (FDA) Food Code of 2009 or most current FDA Food Code.
- c. Licensee shall take all necessary precautions to ensure there is no cross-contamination of common food allergens in the preparation of foods for the concession. Licensee shall ensure the grill, counters and preparation areas are free of cross-contaminants after the preparation of each food item, (including, but not limited to, items such as nuts, dairy, gluten, soy and shellfish, etc.).

5.1.2 Nutritional Requirements

Licensee shall follow the nutritional standards for meal preparations to assure the provision of high-quality nutritional care to patrons based on the nutritional recommendations outlined by Reference Daily Intake (or Recommended Daily Intake) with prior approval of Facility Project Manager.

5.1.3 Food Facility Rating

Licensee shall maintain an "A" rating at all times from the Environmental Health Section of DPH's Food Facility Rating system. Licensee will have

three (3) days to correct a "B" rating, and concession premises will be closed if Licensee receives a "C" rating. Therefore, failure to maintain an "A" rating may result in cancellation of this License. However, Licensee will not be held accountable for a lowered rating if it is determined that County is responsible for the lowered rating. Licensee shall, at all times, meet County Health standards and State and Federal health regulations including, but not limited to, those for cleanliness. The Licensee shall notify the County Project Manager immediately when a County health inspector arrives at the concession premises to perform an inspection.

5.2 Quality Control Plan

The Licensee shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the License. The plan shall be submitted to the County License Manager for review and approval. The plan shall include, but may not be limited to the following:

- a. A procedure in which proper work and quality food storage, preparation and concession maintenance standards are maintained to ensure an "A" rating from the Environmental Health Section of DPH throughout the term of this License.
- b. A cleaning plan to be implemented by the start date of the License or as directed by the License Manager and train assigned staff on concession cleaning methods, the use of cleaning supplies, appliances, and sanitation requirements.
- c. A method of monitoring to ensure that License requirements are being met.
- d. A record of all inspections conducted by the Licensee, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.3 Quality Assurance Plan

The County will evaluate the Licensee's performance under this Work Order using the quality assurance procedures as defined in the Quality Assurance Plan.

5.4 Quality of Food and Beverages

All food and beverage sold or kept for sale by Licensee shall be in top quality and shall conform to Federal, State and local food laws, ordinances and regulations in all respects. No unadulterated, misbranded or impure food items shall be sold or kept by Licensee for sale or use by anyone.

6.0 CATERING SERVICES

6.1 County Functions

Licensee shall offer catering services for County-sponsored functions or as otherwise approved in writing by the County License Manager.

6.1.1 Menus

Menus shall comply with the Concession Nutrition Standards set forth in Exhibit E.

6.1.2 Services

Licensee shall provide catering services that may include, but are not limited to, meal preparation, delivery, set-up (plates, silverware, linens and other accessories), serving, and clean-up for special functions upon the prior written authorization by the County Project Manager. County reserves the right to permit other food catering services or food to be supplied for employee functions outside of the Concession Area. Licensee's catering services shall not conflict with nor adversely affect normal County services and operations.

6.1.3 Approval

When requested, Licensee shall submit a written quote outlining the types of services requested with itemized costs for the County's review and approval prior to initiating any catering services. The quote shall include the Licensee's published prices.

6.1.4 Insurance

Licensee shall accept full responsibility for all appropriate insurance coverage, as required by the County, and any additional security during all catering events to protect the Premises from damage and the County from liability.

6.2 Special Events

The County has periodic special events that the Licensee will be allowed to participate in to offer food and beverage products for sale. Participation for each event will require prior approval from the County. Licensee understands and agrees that Licensee does not have exclusive use of the Premises outside of the Concession and other food service companies may cater events occurring in and/or adjacent to the Premises.

7.0 ACCOUNTING, RECORD KEEPING, AND REPORTING

7.1 Accounting

Maintain a method of accounting acceptable to the County Chief Executive Office, Auditor-Controller and/or Treasurer and Tax Collector which correctly and accurately

reflects the gross receipts and disbursement the Licensee makes regarding these services. The method of accounting, including bank accounts established for the License shall be separate from the accounting system used for any other business operated by the Licensee or for recording Licensee's personal financial affairs. Such method shall include the keeping of the following documents:

- a. Regular books of accounting such as general ledgers.
- b. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
- c. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of amounts shown, which will be kept in confidence by the County.
- d. Cash register tapes (daily tapes may be separated) shall be retained so that day to day sales can be identified.
- e. Any other accounting records that the County deems necessary for proper reporting of receipts relating to the concession services.
- f. Record all sales by means of cash registers which publicly display the amount of each sale and automatically issues a customer's receipt or certifies the amount recorded in the sales slip. Cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating, and which cannot, in either case, be reset, and sales details are imprinted. Beginning and ending cash registers readings shall be made a matter of daily record.
- g. Open all documents, books, and accounting records for inspection and re-inspection at any reasonable time, as determined by the County, during the term of this License and up to one year after the conclusion of this License. In addition, the County may from time to time conduct an audit and re-audit of the books and business conducted by the Licensee and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained regarding the County's inspection of the records or audit shall be treated as confidential information and exempt from public disclosure thereof. The County and/or County License Manager shall not be liable or responsible for the disclosure of any such records including those marked trade secret, confidential or proprietary, if such disclosure is deemed to be required by law or an order of a Court.

7.2 Reporting

Furnish the County License Manager with a monthly gross receipts report for Concession sales. A copy of the monthly sales report shall be mailed to the County License Manager. Licensee shall also furnish the County License Manager with a monthly Profit and Loss Statement and a balance sheet on a form acceptable to the County. The annual financial statements shall be submitted within 60 days of the

close of this License's accounting year. The closing date shall be determined by reference to the date of the commencement of this License.

8.0 COUNTY RESPONSIBILITIES

The County's responsibilities are as follows:

- 8.1 Without cost to the Licensee, provide food service facilities and floor space as previously described, for the efficient performance of the concession services, including, but not limited to, the following: heat, hot and cold water, steam, fax, computer, and telephone services.
- 8.2 The County will provide trash, compost, cardboard, and garbage bins, as well as collection cans, as necessary.
- 8.3 County will, without cost to the Licensee, maintain, repair, and replace County-owned equipment and facilities. County will keep such equipment and facilities maintained in a safe operating condition such that no Licensee's employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, or any other similar Federal, State, or local law or regulation. However, if equipment provided by County becomes inoperable, hazardous, and/or inefficient to operate, the Licensee shall immediately:
 - (a) cease use of and safely secure the equipment.
 - (b) notify County Project Manager orally.
 - (c) follow up with a repair request in writing.

The Licensee agrees that all equipment furnished by County to the Licensee is the sole property of County and the Licensee agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by County.

- 8.4 Be responsible for all necessary cleaning of walls, windows, and electric light fixtures and all necessary vacuuming, scrubbing, mopping, and polishing of floors in the front serving area, as well as any areas adjacent to stands or carts used for the Licensee's Services.
- 8.5 Not impose any regulations, policies, or rules on the Licensee's employees not imposed on County employees.
- 8.6 Pay all personal property taxes and similar taxes with respect to County-owned equipment located on the Premises.
- 8.7 Determine the need for and provide any necessary inspection.
- 8.8 Notify the Licensee in writing of any Licensee conduct that the County deems to be contrary to this License, or any other reason for which the County is dissatisfied with the Services provided.

- 8.9 At its sole discretion, order the improvement of the quality of any Products/Merchandise kept or offered for sale. Licensee shall immediately remove or withdraw from sale any Products/Merchandise or services which may be found objectionable to employees, public welfare, or the County, following receipt of written notification from the County License Manager.
- 8.10 Licensee to provide a Company issued photo-identification badge ("ID Badge") for each Licensee's employee. It is mandatory that each Licensee's employee wears its ID Badge while working in the Premises. Licensee shall ensure the ID Badge is visibly worn by Licensee's workers on the Premises.
- 8.11 Issue the Licensee any necessary keys. Licensee shall establish and implement a method of ensuring that keys issued are not lost, misplaced, or used by unauthorized persons. No keys shall be duplicated. Licensee shall provide the County License Manager with a list of all personnel who have been issued keys. Licensee shall prohibit the use of keys by any person's other than its designated employees. Licensee shall immediately report any lost keys to the County License Manager. The County may, at its sole discretion, replace and re-key locks at its own cost. However, if the Licensee loses keys on two or more separate occasions within a twelve-month period requiring the County to replace keys and to re-key/replacement locks, the County may, at its sole discretion, require the Licensee to reimburse the County for the replacement of keys and/or re-keying/replacement of locks.
- 8.12 Work with the Licensee to correct any areas found by the County's health inspector to be deficient. The Licensee and the County License Manager will confer as to the best course of action to proceed to make any corrections. However, in general, the Licensee shall correct deficiencies in how food is prepared, stored, displayed, served, etc. The County will correct deficiencies of County-owned equipment and facilities.
- 8.13 Provide and post signs at appropriate areas in the Premises advising patrons that assistance is available from concession staff on request.
- 8.14 Audit Licensee's gross receipts and disbursements in connection with all services on an annual basis or more often, if necessary.
- 8.15 County shall be responsible for maintaining the Premises in good condition including range hood, fire suppressant system, ducts, ceiling tiles, floor coverings, electrical, lighting, plumbing, air conditioning, ventilating, flue cleaning, grease trap and heating systems. In addition to this general requirement, County shall perform any and all repairs required for the maintenance thereon in compliance with all laws applicable thereto. County shall be responsible for clearing of drains inside the Premises. Licensee will be responsible for daily general cleaning of the Concession.
- 8.16 County will provide all utilities (electricity, water, gas, and sewers) at no cost to Licensee.

9.0 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The Licensee shall:

- a. Pay all Federal, State, and local taxes which may be assessed against the Licensee's equipment or Products/Merchandise while in or upon the Premises as well as all Federal, State, and local taxes assessed in connection with the operation of services at the Premises and use of the Premises.
- b. Comply with all applicable Federal, State, and local laws and regulations, including, without limitation those laws and regulations governing the preparation, handling, serving of foods, and to procure and keep in effect all necessary licenses, permits, registrations, certificates, and food handler's cards required by law, and to post such permits within the catering areas in a prominent place as required by law and pertaining to wages (including Living Wage) and hours of employment. All costs in connection with such taxes, licenses, permits, registrations, certificates, and food handler's cards shall be a cost of business and shall be charged to the operation of the business.
- c. Strictly prohibit the use of plastic carryout bags, County of Los Angeles, Ordinance No. 2010-0059 and the County of Los Angeles Organic Food Waste Policy.

10.0 AMERICANS WITH DISABILITIES ACT

The Licensee shall meet the following American with Disabilities Act requirements:

- a. Read weekly menu on request by visually impaired patrons;
- b. Provide concession staff assistance on request;
- c. Provide concession staff assistance on request for sodas, coffee, etc., at concession serving stations; and
- d. Provide concession staff assistance on request anywhere in the concession where height and length of reach creates a problem (i.e., obtaining napkins and/or condiments, tray disposal, etc.)

EXHIBIT C

(Premises Rules and Regulations)

The following rules and regulations shall apply to the Premises, the Property, the Martin Luther King, Jr. Behavioral Health Center (Building), parking areas associated therewith, and the appurtenances thereto:

1. The Building is open to the public from _____ AM to _____ PM.
2. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by Licensee or its invitees, guests, and agents ("Licensee Parties") or used by any occupant for purposes other than ingress and egress to and from their respective Premises and for going from one to another part of the Premises, as applicable.
3. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Licensee Parties shall be paid by Licensee.
4. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Premises, without the prior written consent of County.
5. County shall provide all door locks in the Premises, and Licensee shall not place any additional door locks in the Premises. County shall furnish to Licensee a reasonable number of keys to the Premises, and Licensee shall not make duplicates thereof. Licensee must, upon the termination of Licensee's occupancy, restore to County all keys of offices and toilet rooms, mailboxes, either furnished to or otherwise procured by Licensee and, in the event of the loss of any keys so furnished, Licensee shall pay to County the cost thereof.
6. Movement in or out of the Premises or Building of furniture or equipment, or dispatch or receipt by Licensee of any bulky material, merchandise or materials shall be conducted in a safe manner. Licensee assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of County if damaged or injured as a result of acts in connection with carrying out this service for such Licensee.
7. Licensee shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. County shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by County, stand on such platforms as determined by County to be necessary to properly distribute the weight, which platforms shall be provided at Licensee's expense. Business machines and mechanical equipment belonging to Licensee, which cause noise or vibration that may be transmitted to the structure of the Premises or to any space therein to such a degree to be objectionable to County, shall be placed and maintained by Licensee, at Licensee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Premises must be acceptable to County. County will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Premises, the Building or the Campus by maintaining or moving such equipment or other property shall be repaired at the expense of Licensee.

8. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals (other than service animals) shall be brought into or kept in, on or about the Premises.

9. Licensee shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Building.

10. No machinery of any kind shall be operated by Licensee in the Premises without County's prior written consent, nor shall Licensee use or keep in the Building any flammable or explosive fluid or substance.

11. County will not be responsible for lost or stolen personal property, money or jewelry from the Premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.

12. No vending or dispensing machines of any kind may be maintained in the Premises or Building.

13. Licensee may not enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Building unless accompanied by County employee(s).

14. Licensee shall not permit its employees, invitees or guests to smoke in the Premises, including the lobbies, passages, corridors, elevators, rest rooms, stairways or any other areas. Nor shall Licensee permit its employees, invitees, or guests to loiter at the Premises' entrances for the purposes of smoking.

15. Canvassing, soliciting or peddling in or about the Premises is prohibited and Licensee shall cooperate to prevent same.

16. County reserves the right to prevent access to the Premises, Building or Campus in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

17. Licensee shall not use the Premises for any business or activity other than that specifically provided for in this Agreement.

18. Licensee shall not install any radio or television antenna, loudspeaker or other devices on the roof or exterior walls of the Premises or Campus. Licensee shall not go upon the roof of the Building.

19. Licensee shall not mark, drive nails, screw or drill into the partitions, walls, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Agreement pertaining to alterations. Licensee shall not cut or bore holes for wires. Licensee shall not affix any floor covering to the floor of the Premises in any manner except as approved by County. Licensee shall repair any damage resulting from noncompliance with this rule.

20. Licensee shall store all its trash and garbage within the Premises or in other facilities provided by County. Licensee shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All

garbage and refuse disposal shall be made in accordance with directions issued from time to time by County.

21. Without the written consent of County, Licensee shall not use the name of the Premises in connection with or in promoting or advertising the business of Licensee.

22. Licensee shall comply with all safety, fire protection and evacuation procedures and regulations established by County or any governmental agency from time to time.

23. No firearms of any kind shall be permitted within the Premises.

24. County reserves the right to exclude or expel from the Premises any person, including any person who, in the judgment of County, is intoxicated or under the influence of liquor or illicit drugs, or who shall do any act in violation of these rules and regulations. Licensee shall be responsible for making sure its invitees and guests adhere to this no alcohol or illicit drugs rule.

25. Licensee shall not obstruct, alter, or in any way impair the efficient operation of County's heating, ventilating and air-conditioning system.

26. Licensee shall not waste electricity or water and agrees to cooperate fully with County in implementing conservation measures.

27. Licensee shall give County prompt notice of any accidents or defects in the water pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

28. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Agreement between County and Licensee.

29. County reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Premises and for the preservation of good order therein. Licensee agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

30. Licensee shall be responsible for the observance of all of the foregoing rules by Licensee's employees, agents, clients, customers, invitees and guests.

EXHIBIT D
Pricing and Menu Items
Los Angeles County Concession Licensee Sample Menu



AT MARTIN LUTHER KING JR. BEHAVIORAL CENTER
GRAB & GO

YOGURT FRUIT & GRANOLA PARFAIT \$9

EL CAESAR SALAD \$13

COBB SALAD \$14

TURKEY SANDWICH \$13

CHICKEN CIABATTA SANDWICH \$13



**MADE FRESH AT
THE HOMEBOY BAKERY**

SIGNATURE COFFEE CAKE \$4.50

The best coffee cake in Los Angeles!

CROISSANT \$4.50

BUTTER, CHURRO, CHOCOLATE
HAM & CHEDDAR CHEESE SMALL
TURKEY & JACK CHEESE SMALL

BREAD SLICES \$4.50

ZUCCHINI, CARROT, PUMPKIN

MUFFIN \$4.50

BLUEBERRY, BANANA CHIP, BRAN

DESSERT BAR \$4.50

VEGAN BROWNIE, TOLLHOUSE COOKIE, LEMON BAR

COOKIE \$3.50

OATMEAL, CHOCOLATE CHIP, DOUBLE CHOCOLATE CHIP

MORE PASTRY SPECIALS ADDED DAILY



BEVERAGE

FRESCA

CUCUMBER PINEAPPLE \$5.50

BERRY \$5.50

ANGELA'S GREEN POTION \$5.50

COFFEE

COFFEE REGULAR \$3-\$4

CAFE DE OLLA \$4 - \$5

MEXICAN HOT CHOCOLATE \$4 -\$4.50

RED EYE \$4

AMERICANO \$3.75 - \$4.75

CAFE AU LAIT \$4 - \$5

CAPPUCINO \$4- \$5

CARAMEL MACCHIATO \$5 - \$6

CHAI LATTE \$5 - \$6

ESPRESSO SINGLE \$1.75

ESPRESSO DOUBLE \$3.50

HOT TEA \$

ICED COFFEE \$4

EXHIBIT E
Nutrition Standards

NUTRITION STANDARDS FOR PREPARED FOODS, SNACKS, AND BEVERAGES

Nutrition standards for cafeterias, cafés, and concessions

Section A: Nutrient Requirements for All Purchased and Served Foods

Section B: Food Category Requirements

Section C: Product Placement, Menu Labeling, Signage, & Pricing

Section A: Nutrient Requirements for All Purchased and Served Foods

| Trans Fat | Purchasing and/or Serving: 1. Require all items to contain 0 g trans fat. |
|-----------|--|
| Sodium | Purchasing: 1. Require all individual items ¹ to contain ≤ 480 mg sodium per serving, unless a lower standard is specified (refer to pages 2-6). 2. Recommend purchasing and/or serving "low-sodium" ² items, whenever possible. Serving: 1. Require all meals ³ to contain ≤ 800 mg sodium. 2. Require all entrées ⁴ to contain ≤ 600 mg sodium. 3. Require all side items ⁵ to contain ≤ 230 mg sodium. |
| Calories | Serving: 1. Require all entrées ⁴ to contain ≤ 700 calories. 2. Require 50% of all entrées ⁴ to contain ≤ 500 calories. 3. Require all side items ⁵ to contain ≤ 200 calories. 4. Recommend pre-packaged "Grab-n-Go" entrée items ⁶ to contain ≤ 500 calories per package. |

1. An individual item is defined as a single purchased food product that may be used as an ingredient or as a ready-prepared food.

2. Low-sodium is defined as having less than or equal to 140 mg sodium per serving size of 30 g.^a

3. A meal is defined as an entrée and two side items.^b

4. An entrée is defined as an item intended as a main dish or as an à la carte item and is either: 1) a combination food of meat or meat alternate and whole grain-rich food; or 2) a combination of vegetable or fruit and meat or meat alternate; or 3) a meat or meat alternate alone with the exception of yogurt, low-fat or reduced fat cheese, nuts, seeds and nut or seed butters, and meat snacks (i.e., dried beef jerky); or 4) a grain only, whole grain-rich entree that is served as the main dish.^c

5. A side item is defined as a single serving of food that may accompany a meal or entrée or that can be served à la carte.^b

6. "Grab-n-Go" entrée items are pre-packaged, ready-to-eat food items that are often sold at refrigerated self-service stations. Examples include pre-packaged salads, wraps, sandwiches, or snack cups.



Section B: Food Category Requirements

Beverages

Purchasing and/or Serving:

1. Require access to and promotion of tap water at no cost.⁷
2. Require 50% of beverages in cases and 50% of beverage options in fountain drink machines to offer only the following products:
 - Water with no caloric sweeteners
 - Fruit-based and vegetable-based drinks that are 100% juice (without added sweeteners) and no more than 230 mg sodium per serving
 - Milk products, including 1%, non-fat, lactose-free, lactose-reduced, fortified soy beverages
 - Beverages that do not exceed 25 calories per 8 ounces

Snacks

Purchasing and/or Serving:

1. Require 50% of snacks⁸ meet the following standards for each individual food item or package, if a pre-packaged item:
 - ≤ 7 g total fat per serving (excluding legumes, nuts, nut butters, seeds, eggs, non-fried vegetables, and cheese packaged for individual sale)
 - ≤ 2 g saturated fat per serving (excluding eggs and cheese packaged for individual sale)
 - ≤ 5 g “added sugar” and ≤ 10 g total sugar per serving (excluding vegetables, fruit, trail mix, and dried fruit, all which contain no added sugars)
 - ≤ 200 mg sodium per serving
 - ≤ 200 calories per serving
 - At least 2 g of dietary fiber, if the snack item is grain/potato based
2. Require at least 3 grain-based products to be 100% whole grain,⁹ as labeled, while meeting other nutrient requirements for snacks listed above.

Los Angeles County Department of Public Health. Nutrition Standards for Prepared Foods, Snacks and Beverages (Dec 2020)

7. Examples include setting up hydration stations that prominently display free water and/or allowing patrons to access free water from fountain drink machines.

8. Snacks are food items that are consumed in between meals that are typically packaged or served/sold as separate portioned food items. Examples include a la carte items sold in cafeterias, snack bars, and vending machines.^d

9. 100% whole grain products are items that have a "100% Whole Grain" stamp provided by the Whole Grains Council, a designation which is given to food products only if all grain ingredients within the product are whole grain and have a minimum requirement of 16 g of whole grains per labeled serving.^e

Fruit

Purchasing:

1. **Require** canned fruit to be packaged in unsweetened 100% juice or water, not syrup.
2. **Recommend** dried, frozen, pureed, or whole fruits have no added sugars.

Serving:

1. **Require** at least 3 fresh fruit options¹⁰ per meal service, 2 of which are intact, whole fruit options.
2. **Recommend** seasonal fruit whenever possible.¹¹

Vegetables, Beans, Nuts & Seeds

Purchasing:

1. **Require** canned/frozen vegetables to contain ≤ 290 mg sodium per serving.
2. **Require** canned/frozen beans to contain ≤ 290 mg sodium per serving.
3. **Require** all nuts/seeds to contain ≤ 290 mg sodium per serving.

Serving:

1. **Require** at least 3 non-starchy vegetables¹² that are not fried daily.¹³
2. **Require** at least one raw, leafy green vegetable and at least one steamed, baked, or grilled vegetable daily.
3. **Recommend** seasonal vegetables whenever possible.¹⁴
4. **Recommend** all nuts/seeds to be unsalted.

Grains, Bread, Baked Goods & Cereal

Purchasing:

1. **Require** 50% of grains and pasta to meet the following standard:
 - At least 3 g of dietary fiber per serving
2. **Require** 50% of sandwich bread¹⁵ to meet the following standards:
 - ≤ 180 mg sodium per slice
 - At least 2 g of dietary fiber per slice

Los Angeles County Department of Public Health. Nutrition Standards for Prepared Foods, Snacks and Beverages (Dec 2020)

10. Fresh fruit options are unprocessed and have no added sugars. They are not canned or previously frozen, and they can be served as cut-up pieces or as an intact, whole fruit.

11. For a list of seasonal fruits, please refer to <https://snaped.fns.usda.gov/seasonal-produce-guide>.

12. Vegetables that are not starchy. Starchy vegetables include white potatoes, corn, green peas, and lima beans (excluding sweet potatoes and yams).

13. Fried foods are food items that have been cooked by submerging it in hot fat, most commonly oil, until reaching browning reactions (Caramelization or Maillard Reaction).

14. For a list of seasonal vegetables, please refer to <https://snaped.fns.usda.gov/seasonal-produce-guide>.

15. Sandwich bread is defined as fresh or frozen sliced loaves or individually wrapped slices of bread.^f

| | |
|----------------|---|
| | <p>3. Require 50% of baked goods¹⁶ to meet the following standards:</p> <ul style="list-style-type: none"> ▪ ≤ 290 mg sodium per serving ▪ ≤ 300 calories per serving <p>4. Require 50% of cereals to meet the following standards:</p> <ul style="list-style-type: none"> ▪ ≤ 5 g “added sugar” and ≤ 10 g total sugar per serving <ul style="list-style-type: none"> • Cereals with dried fruit contain ≤ 17 g total sugar per serving and meet fiber and sodium standards below ▪ ≤ 200 mg sodium per serving ▪ At least 2 g of dietary fiber per serving <p>Serving:</p> <ol style="list-style-type: none"> 1. Require at least three 100% whole grain¹⁷ entrees and/or sides daily. 2. Recommend all grains to be 100% whole grains. |
| Protein | <p>Purchasing:</p> <ol style="list-style-type: none"> 1. Require canned/frozen beef, pork, poultry, and seafood to contain ≤ 290 mg of sodium per serving. 2. Require processed meats¹⁸ to contain ≤ 480 mg sodium per serving. 3. Recommend purchasing extra lean and/or lean meats.¹⁹ 4. Recommend minimizing the purchase of processed meats.¹⁸ <p>Serving:</p> <ol style="list-style-type: none"> 1. Require at least 2 of the proteins offered daily be plant-based proteins (e.g., as protein options served in salad bars and/or incorporated in entrees/sides/snacks).²⁰ 2. Require non-fried seafood offered at least twice a week. 3. Recommend offering a variety of non-fried protein foods such as seafood, lean meats and poultry, eggs, legumes (beans, peas, and lentils), unsalted nuts and seeds, and soy products daily. 4. Recommend daily offerings of plant-based entrees.²¹ 5. Recommend daily offerings of meat-plant blends.²² |

Los Angeles County Department of Public Health. Nutrition Standards for Prepared Foods, Snacks and Beverages (Dec 2020)

16. Baked goods are items made from dough or batter and then baked, including but are not limited to bagels, breadsticks, croissants, english muffins, muffins, pitas, scones, tortillas, and wraps.

17. 100% whole grain is defined as the first ingredient on the ingredient list, determined by weight, is a whole grain based on qualifying criteria from the FDA whole grain health claim, and the item is free of refined grains.^g

18. Processed meats are defined as meats that undergo smoking, curing, salting, and/or the addition of chemical substances such as nitrate and nitrite to preserve the meat and enhance its flavor. Examples include bacon, hot dogs, ham, sausages, and deli, luncheon meats.

19. Lean meat is defined as each 3 ½ oz of product must contain less than 10 g of total fat and less than 4.5 g of saturated fat. Extra lean meat contains less than 5 g of total fat and 2 g saturated fat for each 3 ½ oz product.^h

20. Plant-based proteins are proteins derived from a variety of plant foods that when eaten during the course of a day, supply enough of all indispensable (essential) amino acids when caloric requirements are met.ⁱ Examples include legumes, quinoa, soy products, unsalted nuts and seeds. It excludes all animal products, including red meat, poultry, fish, eggs, and dairy.^j

21. Plant-based entrées are main dishes, traditionally produced from animal ingredients, consisting of ingredients derived from vegetables, fruits, whole grains, nuts, beans, seed, legumes, fungi or algae or a combination of these while containing no more than 10%, by weight, ingredients that are not of plant or animal origin (excluding water, salt, and processing aids).^k

22. A meat-plant blend, also known as a "protein flip," is a plant-forward protein item with at least 1/4 part plant protein and 3/4 part animal protein.^l

Dairy

Purchasing:

1. **Require** yogurt, yogurt products, and yogurt alternatives²³ to meet the following standards:
 - Labeled as low-fat or non-fat²⁴
 - Labeled as plain or ≤ 30 g of sugar per 8 oz or an equivalent²⁵
2. **Require** cheese and cheese alternatives²⁶ to contain ≤ 350 mg sodium per serving.

Sauces, Dressings, Condiments & Dips

Purchasing:

1. **Require** all sauces, dressings, condiments, and dips to contain ≤ 350 mg sodium per serving (30 g).²⁷
2. **Recommend** purchasing low-sodium² sauces, dressings, condiments, and dips whenever possible (e.g., reduced sodium soy sauce).

Serving:

1. **Require** at least one low-sodium² salad dressing daily.
2. **Require** olive oil and vinegar (e.g., balsamic, red wine) to be offered daily.
3. **Recommend** making salad dressings from scratch whenever possible.

Ready-Prepared Food Items

Purchasing:

1. **Require** all ready-prepared food items²⁸ to contain ≤ 480 mg sodium per serving.

Los Angeles County Department of Public Health. Nutrition Standards for Prepared Foods, Snacks and Beverages (Dec 2020)

23. Yogurt alternatives or substitutes include kefir and non-dairy yogurts, using fortified soy milk, coconut milk, almond milk, etc.

24. Low-fat yogurt should have between 0.5 g and 2 g of total fat. Non-fat yogurt should consist of ≤ 0.5 g of total fat.^m

25. An equivalent is ≤ 15 g sugar per 4 oz and ≤ 23 g sugar per 6 oz.ⁿ

26. Cheese alternatives or analogs include processed cheeses and vegan-cheese options that are fermented and plant-based.

27. Sauces, dressings, condiments, and dips include but are not limited to barbecue sauce, ketchup, glazes, guacamole, hot sauce, hummus, marinades, salad dressings, steak sauces, peanut butter, salsa, and tomato sauce.

28. Ready-prepared food items are commercially prepared foods that can be either partially prepared or fully prepared and then frozen as a means to save time preparing and cooking. Other names include tertiary processed foods and convenience items. Examples include but are not limited to breaded chicken tenders, tater tots, hamburger patties, veggie burgers, plant-based alternative burgers, etc.^f

Desserts

Purchasing and/or Serving:

1. **Require** 50% of all desserts including freshly made, pre-made, and pre-packaged items meet the following standards:
 - ≤ 7 g total fat per serving
 - ≤ 2 g saturated fat per serving
 - ≤ 5 g “added sugar” and ≤ 10 g total sugar per serving
 - ≤ 480 mg sodium per serving
 - ≤ 200 calories per serving
2. **Require** at least one dessert to contain 100% whole grains¹⁷ daily, if desserts are offered.
3. **Require** at least one dessert be fruit-based²⁹ daily, if desserts are offered.
4. **Recommend** incorporating fresh fruit whenever possible.

Los Angeles County Department of Public Health. Nutrition Standards for Prepared Foods, Snacks and Beverages (Dec 2020)

29. Fruit-based desserts are defined as having the first ingredient on the ingredient list, determined by raw weight, be a fruit.

Section C: Product Placement, Menu Labeling, Signage & Pricing

Product Placement

1. **Require** healthy items³⁰ that are offered to be prominently placed and easily accessible for customers by meeting the following standards:
 - Place only healthy snacks (see snack standards above) and water, within 5 feet of all checkout registers
 - Fresh fruit is placed within reach of all checkout registers
 - Healthy beverages are displayed at eye-level³¹ sections of all beverage cases (see beverage standards above)
2. **Require** healthy snacks/desserts to be displayed at eye level³¹ in display areas (see snack and dessert standards above).
3. **Recommend** removal of salt shakers at tables, only offering salt near other condiments.

Menu Labeling

1. **Require** calorie information to be posted in a prominent place for items that do not include a Nutrition Facts label.
2. **Require** nutrition information for standard menu items to be on-hand if requested, in accordance with the Food and Drug Administration's Menu Labeling Final Rule.³²
3. **Recommend** sodium information to be posted in a prominent place for items that do not include a Nutrition Facts label.

Signage

1. **Require** clear indication of available free water at fountain drink machine or hydration station (e.g., signage, menu labeling, etc).
2. **Require** the labeling of plant-based and plant-forward³³ menu items.
3. **Recommend** the identification of healthy menu items³⁰ (meals, entrées, and side items) that meet nutrition standards listed above.
4. **Recommend** the labeling of menu items that use seasonal produce.

Pricing

1. **Require** bottled water to be available as a beverage option and the price per ounce cannot be higher than any other beverage option.
2. **Recommend** pricing for healthy entrées, side items, snacks/desserts, and beverages to be competitive with comparable options.
3. **Recommend** pricing for fresh and pre-packaged salads to be competitive with other entrée options.

Los Angeles County Department of Public Health. Nutrition Standards for Prepared Foods, Snacks and Beverages (Dec 2020)

30. Healthy items are food and beverage options that meet all relevant nutrition standards set forth in this document.

31. Eye-level is defined as being positioned approximately at the same height as your eyes. This may differ depending upon the populations served by the food venue.

32. Standard menu items include food on-display and self-serve items that are part of a fixed menu. To view the Menu Labeling Final Rule: Food Labeling; Nutrition Labeling of Standard Menu Items in Restaurants and Similar Retail Food Establishments, please visit:

<https://www.gpo.gov/fdsys/pkg/FR-2014-12-01/pdf/2014-27833.pdf>

33. Plant-forward is defined as a style of cooking and eating that emphasizes, but is not limited to, a plant-centric culinary approach.³⁴

References

These nutrition standards were developed by the Division of Chronic Disease and Injury Prevention within the Los Angeles County Department of Public Health. Select nutrition standards were adapted from existing local, state, and federal nutrition standards programs including the 2020-2025 Dietary Guidelines for Americans, the New York City Department of Health and Mental Hygiene, and the U.S. Department of Health and Human Services and U.S. General Services Administration's Food Service Guidelines for Federal Facilities. The enumerated definitions come from a variety of organizations including government agencies, associations, public health partnerships, and other professional organizations specialized in nutrition, culinary practices, and public health.

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EXHIBIT F
Preliminary Building Plans and
Inventory of Equipment/Improvements to be
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