

## **COPIA Los Angeles County PROGRAM AGREEMENT Services Agreement**

This Services Agreement (“Agreement”) is entered effective upon execution between Azusa Unified School District (“Customer”) and Go Copia PBC (“Copia”). This Agreement includes and incorporates any attachments hereto and state the terms and conditions under which Copia shall provide services. Customer and Copia will each be referred to as a “Party,” and together, they are referred to as the “Parties.”

### **I. Recitals**

Whereas, the Parties are engaged in the pilot project, 'Care First Community Investment,' referred to "CFCI" from this point forward to help address the dual issues of food waste and food insecurity by connecting donors (e.g., restaurants, school districts, etc.) with surplus, wholesome food to community-based organizations in justice-impacted areas to quickly redistribute surplus food to those in need.

Whereas, Customer does business within Los Angeles County and is interested in participating in the CFCI Project to both reduce and prevent its food waste as well as donate it's edible surplus food, utilizing Copia's food waste management software and donation services (“Eligible Services”).

Whereas, Copia is a technology platform specializing in food waste tracking and donation services.

Now, therefore, the Parties, for valuable consideration received, agree as follows:

### **II. Terms and Conditions**

**A. Term.** The term of this Agreement will be deemed to have commenced upon execution and will expire 12 months from the date of execution (“Term”) unless earlier terminated pursuant to Section E.

**B. Customer Obligations.** Customer shall:

- a. For each Customer Site participate in system training, install network connections and ensure access to the Copia App mobile application as reasonably directed by Copia, and coordinate training for its management team and front-line foodservice staff.

- b. Number of Customer Sites: This agreement is eligible for 3 Customer Sites. These Customer Sites are listed in Exhibit A.
- c. For each Customer Site, for a period commencing when each Customer Site has implemented the Eligible Services through the end of the Term, make all reasonable efforts to:
- Measure all pre-consumer food waste and donated food using the tracking technology prior to discard or donation. The Customer will choose whether to receive a tablet from Copia or use a device that supports the Copia App already available onsite.
  - Maintain upkeep and servicing of tablet, to the extent Customer is provided a tablet to use for Eligible Services
  - Assign and maintain a culinary Champion and a Co-Champion to lead the project.
  - Make reasonable effort to provide updated donation totals at least once weekly in the kitchen or during a culinary team meeting and set new waste reduction goals for specific items at least once monthly.
  - Make reasonable efforts to ensure the Champion and Co-Champion lead the kitchen team in improvement efforts related to food waste prevention and specific work on the goal items.
  - Provide appropriate containers (aluminum trays) for food donation and coordinate food donation pick-ups via Copia's mobile app. A pick-up is defined as a collection of food for donation weighing 250 pounds or less; if a donation amount exceeds 250 pounds, it will be considered as two or more pick-ups.
    - Customer may request containers to be provided by Copia as needed. Due to limited total container quantities, any requests will be reviewed on a case-by-case basis and under Copia's sole discretion including quantity of containers and frequency of shipments. Copia's support to provide containers does not relieve Customer's responsibility to monitor and maintain inventory of such containers.
  - Collaborate with a Copia representative to develop new strategies and best practices for donations onsite.
- d. Reasonably participate in dialogues and case study development with Copia regarding Customer's experience with the CFCI Project and reasonably respond to Copia's assessment of lessons learned, reductions in food waste that have been achieved, amount of food donated, and related insights.

- e. Payment for this service will be funded by LA County's Care First Community Investment, except for additional pickups and equipment beyond the quoted numbers outlined in Section C.
- f. Customer accepts Copia's Terms of Service, found at [www.gocopia.com/termsofservice](http://www.gocopia.com/termsofservice).
- g. By signing this Agreement, Customer is authorizing Copia to provide progress and data to LA County Department of Public Health, including written case studies, presentations, press releases, and summaries describing the LA County grant program and its results, including Customer and logo. Copia need not obtain additional consent from Customer to release these materials.

**C. Copia Obligations.** Copia shall:

- a. Upon signature, Copia shall provide the following Services:
  - i. Provide 72 food donation pick-ups per participating site to be used on or before the Term end and will not apply after this date. A pick-up is defined as collection of surplus food weighing 250 pounds or less; if the amount of surplus food exceeds 250 pounds it will be considered as two or more pick-ups. Beyond this quoted number of pickups, Customer will have the option to purchase more pickups, not subsidized by LA County, with written consent between both Parties.
- b. Copia will train Customer's staff on how to use the equipment
- c. Copia will host a virtual conference for Customer to preview the reporting platform and review recently collected data (held after launch date)

**D. Notices.** All notices and other communications pursuant to this Agreement must be in writing, addressed to the Parties at the applicable address set forth below (or such other address as a Party may from time to time specifically designate in writing), must be sent by a nationally recognized overnight courier (2-day air acceptable) and will be deemed given on the date delivery is first accepted or refused.

Copia  
 c/o Kimberly Smith  
 1968 S Coast Hwy, #3912  
 Laguna Beach, CA 92651

Stella Ndahura  
546 S. Citrus Avenue  
Azusa, CA 91702

- E. Termination.** A Party may terminate this Agreement at any time if another Party has failed to satisfy the conditions set forth in this Agreement, provided that such Party has first provided the other Party with written notice of such failure and 30 business days to cure. A Party may further terminate this Agreement for good cause, including, but not limited to, another Party's willful misconduct, gross negligence or dishonesty in relation to the business and affairs of the LA County program or the Eligible Services, or lack of Customer donations within a 3 month period. In the event of an early termination of this Agreement, no Party will have any further obligations hereunder except (i) as otherwise specifically set forth herein or (ii) as specified in the Copia Terms of Service Agreement.
- F. Indemnity.** Each Party will defend, indemnify and hold harmless (including payment of reasonable attorney's fees) the other Party(ies) and their corporate affiliates and their respective officers, directors, agents and employees (the "Indemnified Parties") from and against any and all claims, actions, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and costs (each a "Claim") arising from or related in any way to (i) violation of any rule or law in the performance of the Eligible Services and/or (ii) damages to real or tangible personal property and/or bodily injury or death to any person arising out of or in connection with this Agreement except to the extent that such damages, injury or death were caused by the gross negligence or willful misconduct of either or both of the other Parties.
- G. No Waiver of Claims.** The failure to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.
- H. Modification.** Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire agreement between the Parties, and may only be expressly modified in writing(s), signed by both Parties. A Party may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. A Party may propose changes in the work that that Party believes are necessary, will result in higher quality work, improve safety, or otherwise result in a better or more efficient work product. If such changes are approved by the other Parties, they shall be executed by written amendment of this Agreement signed by all Parties. Such changes shall not relieve

any Party of any obligation or warranty under the Agreement. No oral statements by any Party shall modify or affect the terms of the Agreement.


- I. Severability.** The Parties agree that any provision of this Agreement that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The Parties further agree that this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Agreement in lieu of the illegal, invalid, or unenforceable provision. Any failure by a Party to enforce a provision of the Agreement is not to be construed as a waiver by that Party of its right to do so.
- J. Assignment.** This Agreement is binding on all Parties, their successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by any party without the other Parties' written consent.
- K. Situs.** The situs of this Agreement is San Francisco, California. Any litigation over this agreement shall be governed by the laws of California.

**Customer:**

	04/23/2025
Signature:	Date:

Latasha D. Jamal, Assistant Superintendent Business Services  
Print Name & Title:

**Copia:**

 <span style="color: blue;">Kimberly Smith (Mar 19, 2025 08:27 PDT)</span>	03/19/2025
Signature:	Date:

Kimberly Smith, CEO  
Print Name & Title:

## EXHIBIT A

### **Slauson Central Kitchen**

340 W 5th St, Azusa, CA 91702

Contact - Stella Ndahura

### **Azusa High School**

240 N Cerritos Ave, Azusa, CA 91702

Contact - Laura Davis

### **Gladstone Middle School**

1340 N Enid Ave, Covina, CA 91722

Contact - Elizabeth Hale