



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9b

**Agenda Item Wording:** First reading of Ordinance 2010-02 requiring property owners to remove graffiti within three (3) business days when the City personally serves notice or provides notice by telephone and written notice instead of the current 15 days that is allowed per Visalia Municipal Code 9.16.070(C) and adding language to strengthen provisions allowing recovery of abatement costs from the person responsible for the graffiti.

**Deadline for Action:** None

**Submitting Department:** Housing and Economic Development

**Contact Name and Phone Number:**  
Ricardo Noguera, Housing and Economic Development Director 713-4190; Jim Koontz, Deputy City Attorney 636-0200  
Tracy Robertshaw, Code Enforcement Officer 713-4187.

**Department Recommendation:** It is recommended that the City Council approve Ordinance 2010-02 reducing the requirement for graffiti removal from fifteen to three days when the City personally serves notice or provides notice by telephone. In addition Ordinance 2010-02 would strengthen existing provisions by allowing the City to secure abatement expenses as a lien against property owned by the person found responsible for the graffiti.

**Summary/background:**

Graffiti has a significant negative impact on communities. In addition, the longer that graffiti remains on a property the higher the likelihood that it will increase at the location.

The City's Parks and Recreation Department is responsible for the abatement of graffiti and currently the ordinance requires that property owners be given a fifteen (15) day notice to remove graffiti from private property.

Property owners are responsible for maintaining their property and keeping it free from public nuisances. The City has made it clear graffiti is a public nuisance so once the City notifies a property owner and the owner has an opportunity to respond, the City may abate the nuisance and impose the costs on the owner if the property owner fails to comply. The City applies abatement liability by making property owners liable for the costs of graffiti removal after notification. The City permits property owners to file a request for a financial hardship waiver for the graffiti removal costs (Visalia Municipal Code Section 9.16.070 (C)). Alternatively, the City can pursue the property owners for allowing a public nuisance on the property under Chapter 8.40 of the Visalia Municipal Code.

**For action by:**  
 City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**  
 Work Session  
 Closed Session

**Regular Session:**  
 Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_\_\_

**Review:**

**Dept. Head** \_\_\_\_\_  
**(Initials & date required)**

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
**(Initials & date required or N/A)**

**City Mgr** \_\_\_\_\_  
**(Initials Required)**

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

The City is concerned the current fifteen-day period is too long because it creates visible blight and attracts more graffiti. The City is requesting a reduction in the timeframe be reduced to three business days if the property owner has been personally served a notice to remove the violation or is provided notice by telephone followed by written notice. After proper notification has been provided to the property owner, the City will then be able to abate the violation or impose administrative penalties on the property if the owner has failed to comply with the notification.

#### Collection from Party Responsible for the Graffiti

The City has authority to collect the cost of graffiti abatement from the person that created, caused, or committed, the nuisance and to file a lien against land owned by the person that created the nuisance or land owned by the parents of the person that created the nuisance. (Government Code Sections 53069.3, 38772, 38773.2, 38773.6, and Civil Code Section 1714.1.) Cities cannot automatically apply all procedures authorized by these statutes. Some statutes require cities or county to pass enabling ordinances.

Government Code Section 38773.2 allows a city to file an abatement lien against real property owned by the person that defaced the property or the person's parents if the person is a minor. Government Code Section 38773.6 allows a city to establish, by ordinance, a procedure for graffiti abatement costs to be collected as a special assessment against land owned by the person that defaced the property or the person's parents if the person is a minor. These sections only apply if the city has passed an ordinance that authorizes these collection methods.

Suggested changes are included in Ordinance 2010-02 to implement Government Code Sections 3773.2 and 38773.6. Similar provisions allow restitution in a criminal court setting. The suggested changes would allow the City an alternative means of collecting abatement costs if these restitution provisions are not applied during the conviction of the person responsible for the graffiti.

**Prior Council/Board Actions:** None

**Committee/Commission Review and Actions:**

**Alternatives:** Leave the current ordinance unchanged and continue to allow property owners 15 days to remove graffiti on private property.

**Attachments:** 1) Ordinance 2010-02

**Recommended Motion (and Alternative Motions if expected):**

I move to approve the first reading of Ordinance 2010-02 authorizing approval for enforcement on private property where graffiti has remained in excess of three business days.

***Environmental Assessment Status***

**CEQA Review: N/A**

**NEPA Review: N/A**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

**ORDINANCE NUMBER 2010 -- 02**

**ADDING TO THE VISALIA MUNICIPAL CODE PROVISIONS TO REDUCE THE TIME  
ALLOTTED TO REMOVE GRAFFITI**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF VISALIA**

**Section 1:** Consistent with its control over municipal affairs and the powers vested in the City of Visalia through the California Constitution, the City of Visalia is authorized to secure and promote the public health, comfort, safety and welfare of its citizenry. Therefore, the City Council of the City of Visalia hereby adopts Chapter 9.16 of Title 9 of the Municipal Code ” attached hereto as Attachment “1” and made a part hereof.

**Section 2:** Section 9.16.070 (C) of the Visalia Municipal Code is hereby amended to read as follows (italics denote the new provisions):

“C. Notice of Affected Area; Requirement to Remove Graffiti.

1. Where graffiti is located upon private property and said graffiti is capable of being viewed by persons utilizing any public right-of-way or sidewalk within the city, it is the property owner's duty to remove said graffiti promptly from the property and to restore said property at least to the condition it was in prior to such act of vandalism. If the property owner fails to promptly remove said graffiti, the city shall cause a written notice to be served upon the owner of the affected property notifying the owner of the location and description of the graffiti and of the property owner's obligation to remove said graffiti. *The notice shall request the owner provide the city with contact information, including a telephone number.* It shall be the responsibility of the property owner to commence removal of the graffiti described in the notice within fifteen (15) days of service *by mail or within three working days of personal delivery of the notice, or within three working days of a city official notifying the property owner or property owner's agent by telephone of the issue and mailing the notice.* *The property owner shall diligently and promptly pursue total removal of said graffiti; provided, that an exception may exist in cases of undue hardship as established pursuant to Section 9.16.070(C)(2).* *Working days for purposes of this section are days which are neither Saturday, Sunday, nor a nationally observed holiday.* The service is complete at the time of deposit of the notice in the U.S. mail or by personal delivery of the notice to the owner of the property subject to removal of graffiti. The failure of any person to receive such notice shall not affect the validity of any proceeding.
2. Undue Hardship--Optional Procedure for Removal. In the event the property owner cannot comply with the requirement of Section 9.16.070(C)(1) due to hardship, the property owner shall file a written request for waiver of the removal requirement with the city. The property owner shall explain his/her reason(s) for making such request. The written request shall be filed within the fifteen (15) day removal period stated in Section 9.16.070(C)(1) *when service of notice was by mail or three (3) working days when notice was personally served or the owner was notified by telephone and written notice was also mailed.* In determining whether the request for waiver will be granted, and subsequent assistance provided to the property owner in removal of said graffiti, the city shall consider the following circumstances:”

**Section 3:** Section 9.16.090 of the Visalia Municipal Code is hereby amended to read as follows (italics and strikeouts denotes the new provisions):

**9.16.090 Responsibility.**

A. Any individual who is found guilty of violating Section 9.16.070(A) shall pay restitution to the property owner, in addition to authorized penalties *to the city*. If the violator is a minor, the parent or guardian shall be responsible for payment of restitution. If unable to pay *the city*, the juvenile may be permitted to work off his/her ~~payment~~ *penalty owed to the city* under the direction of at least one parent *and the city* by ~~painting out~~ *abating an equivalent amount of any* graffiti.

B. *The city may, as permitted by California law, file a lien to collect abatement and related administrative costs incurred in the summary abatement of any nuisance resulting from the defacement by a minor or other person of the property of another by graffiti or any other inscribed material. The city may record this lien on real property belonging to the person who defaced the property, or if the person is a minor, on real property owned by the parent or guardian having custody and control of the minor. This lien may only be filed against the individual who is found guilty of violating Section 9.16.070(A) or if the individual is a minor the parent or guardian having custody and control of the individual.*

C. *Prior to recording a graffiti nuisance abatement lien, the city shall serve notice on the person who defaced the property, or if the person is a minor, the city shall serve notice on the parent or guardian having custody and control of the minor. The notice shall be served in the same manner as a summons in a civil action. If the minor or other person cannot be found after diligent search the notice may be served by posting a copy of the notice upon the property owned by the minor or other person, in a conspicuous place, for a period of 10 days. The notice shall also be published pursuant to Government Code Section 6062 in a newspaper of general circulation that is published in the county in which the property is located. If the parent or guardian having custody and control of the minor, after diligent search, cannot be found, the notice may be served by posting a copy of the notice upon the property owned by the parent or guardian having custody and control of the minor, in a conspicuous place, for a period of 10 days. The notice shall also be published pursuant to Government Code Section 6062 in a newspaper of general circulation that is published in the county in which the property is located. The notice shall include an itemized description of the abatement and related administrative costs, the date of the abatement order, a description of the lien process, and the facts supporting the lien on the property.*

D. *The graffiti nuisance abatement lien shall be recorded in the county recorder's office in the county in which the parcel of land is located. From the date of recording, the lien shall have the force, effect, and priority of a judgment lien.*

E. *The graffiti nuisance abatement lien shall specify the amount of the lien; that it is recorded on behalf of the city; the date of the abatement order; the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed; and the name and address of the recorded owner of the parcel.*

F. *If the lien is discharged, released or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in subdivision (d) shall be recorded by the city.*

G. *The graffiti nuisance abatement lien authorized by this ordinance may be satisfied through foreclosure in an action brought by the city.*

H. The city may recover any costs incurred regarding the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien. As used in this chapter, "abatement and related administrative costs" include, but are not limited to, court costs, attorney's fees, costs of removal of the graffiti or other inscribed material, costs of repair and replacement of defaced property, and the law enforcement costs incurred by the city in identifying and apprehending the minor or other person. Attorney's fees may be awarded to the prevailing party in any litigation initiated under this ordinance.

I. As an alternative to obtaining a lien as described above, as permitted by California law, the city may make the abatement and related administrative costs a special assessment against a parcel of land owned by the individual who is found guilty of violating Section 9.16.070(A) or if the individual is a minor the parent or guardian having custody and control of the individual. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection, and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the abatement and related administrative costs relate has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon prior to the date on which the first installment of the taxes would become delinquent, then the abatement and related administrative costs shall instead be transferred to the unsecured roll for collection. Notices or instruments related to the abatement proceeding or special assessment may be recorded.

J. The city may impose a special assessment by keeping an account of the cost of abating such nuisance and shall embody such account in a report. The report shall refer to each separate lot or parcel of land by description sufficient to be assessed against each such separate lot or parcel. A copy of the report shall be mailed to the property owner of record. The city shall also send in writing to the property owner of record: the date of the abatement; the street address, legal description and assessor's parcel number of the parcel on which the assessment is imposed; a description of the assessment process; when the report will be submitted to the city council for hearing and confirmation and the facts supporting the assessment. Said notice shall advise owners that they may appear at the time and place of the city council hearing and state any objections to the assessment.

K. The city clerk shall post a copy of such report at city hall, together with the notice of filing thereof and of the time and place when and where it will be submitted to the city council for hearing and confirmation. After confirmation of the report and assessment by the city council, a copy of the report and assessment shall be sent to the city finance officer.

L. The city finance officer may receive payments for the amount due until the city refers the matter to the county auditor for placement on the tax rolls. On or before the 10th day of August of each year, a certified copy of the report shall be filed with the Tulare County Auditor for the amounts of the respective assessments against the respective parcels of land as they appear on the roll at the same time and in the same manner as municipal taxes. They shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for property taxes. All laws and ordinances applicable to the levy collection and enforcement of city taxes are made applicable to such special assessments, and the lien of said assessment shall have priority of the taxes with which it is collected.

M. The procedure provided in this chapter shall be cumulative and in addition to any other procedure or procedures provided in ordinances of this city or by state law for the abatement of graffiti, including, summary abatement. This section is not intended to affect any other action, civil or criminal, for maintenance of any such condition.

**Section 4: Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not effect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Section 5: Construction.** The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

**Section 6: Effective Date.** This Ordinance shall take effect thirty days after its adoption.

**Section 7: Certification.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED AND ADOPTED:

\_\_\_\_\_  
Robert Link, Mayor

ATTEST:

\_\_\_\_\_  
Steven M. Salomon, City Clerk

APPROVED AS TO FORM  
BY CITY ATTORNEY:

\_\_\_\_\_  
Alex M. Peltzer, City Attorney

## City of Visalia Agenda Item Transmittal

**Meeting Date:** May 17, 2010

**Agenda Item Number (Assigned by City Clerk):** 9c

**Agenda Item Wording:** Authorization for the City Manager to enter into a non-financial agreement with the Franchise Tax Board for the reciprocal exchange of tax data specific to city business tax information. The 3-year Agreement will be in place beginning June 2010 through June 2012.

**Deadline for Action:** ASAP

**Submitting Department:** Community Development

**Contact Name and Phone Number:**

Michael Olmos, Assistant City Manager – 713-4332  
Gayle Bond, Management Analyst – 713-4437

**Department Recommendation:** Council authorize the City Manager to enter into a non-financial reciprocal agreement with the Franchise Tax Board (FTB) for the exchange of tax data specific to city business tax information by the Administrative Services Division of the Community Development Department. The Agreement is to be in effect June 2010, June 2011 and June 2012. There is no charge for this information exchange and no reimbursement of costs are expected by either party.

**Background:**

Visalia's Business Tax consists of 10,475 customers which accounted for \$1,927.137 general fund revenue. These funds are used by the City to pay for services, including police and fire protection services, that directly benefit these businesses and the greater community. Much of the \$1.9 annual revenue collected for city business tax is generated by staff proactively researching newspapers, advertising and telephone books to bring non-paying businesses into compliance. California Revenue and Taxation Code (R&TC) Section 19551.5 mandates cities to provide city business tax data to FTB. R&TC Section 19551.5 authorizes a reciprocal agreement for the exchange of city business tax and income tax information between a city and FTB.

Annually, each June, the City will agree to extract and provide City business tax data to FTB for each tax year that the agreement is in place (June 2010, 2011, and 2012). The City will submit our records to FTB using the FTB's Secure Web Internet File Transfer (SWIFT).

The information received by the City and the FTB will not be reproduced, published or sold and is held highly confidential. The purpose of the exchange is to match the City's data against the

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

**Review:**

**Dept. Head** \_\_\_\_\_  
(Initials & date required)

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
(Initials & date required or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.



FTB's data to better identify businesses earning revenue inside the City limits. Staff will need to dedicate time to compare the information received from the FTB with our current business tax database. Taxpaying businesses that do not hold a current business tax certificate with the City of Visalia will then be contacted by staff and provided a business tax application. Normal collection procedures will be taken on by staff from that point on.

The agreement between the City of Visalia and the FTB must be executed prior to June 30, 2010 in order for us to participate in this year's program.

**Staffing Requirements:**

Initially, assistance will be needed from MIS to create a report that will capture all the necessary information required by the FTB. A secure site will need to be set up on the City's end to send and receive the electronic data via the State's SWIFT data transfer system. This is a one time need from MIS; however, it will require their immediate attention in order to meet our first deadline with FTB.

No additional staffing will be brought on to implement the program; however, it will be time intensive to glean the needed information and to make local contacts of potential business tax clients. The Business Tax division has two full time employees that work our existing 10,200 customer base.

To accommodate this program, non-business tax staffing in the Administrative Services division will be reorganized with reassignments and consolidation of some tasks, and additional cross training. The FTB program does require confidentiality statements and procedures and the research cannot just be passed around the building for anyone to work on as they have time. Staff will need to be trained as to what they are looking for and given permissions in the software program which is the City's database for confidential information. FTB requires that individuals that work with the information be kept in the strictest confidence and are given the information only on a "need to know" basis.

**Financial Potential:**

An average business tax account brings revenue of \$30 every 6 months. Many home based businesses also require a one time Home Occupation Permit (\$107) and new businesses pay a one time set up fee of \$25. There is potential to increase our current Business Tax revenue by identifying businesses that are not in compliance thus leveling the playing field for businesses that do pay their taxes each year. This additional revenue will assist the City in providing necessary services to these businesses and the community.

No cost.

**Prior Council/Board Actions:** N/A

**Committee/Commission Review and Actions:** N/A

**Alternatives:** Do not authorize agreement.

**Attachments:** City of Visalia and Franchise Tax Board agreement

**Recommended Motion (and Alternative Motions if expected):** It is recommended that City Council authorize the City Manager to execute a non-financial reciprocal agreement with the Franchise Tax Board for the exchange of tax related information by Business Tax for use in increasing the business tax revenue.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

## City of Visalia Agenda Item Transmittal

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9d

**Agenda Item Wording:** Authorization to award RFP No. 09-10-25, Annual Contract to Provide Instrumentation and Electrical Services for Wastewater Treatment Systems, to Telstar, Inc. of Concord, CA

**Deadline for Action:** none

**Submitting Department:** Public Works

**Contact Name and Phone Number:** Jim Ross, Public Works Manager, 713-4466

**Department Recommendation:**

Staff recommends that Council authorize staff to award RFB # 09-10-25, Annual Contract to Provide Instrumentation and Electrical Services for Wastewater Treatment Systems, to Telstar, Inc. of Concord, CA

**Summary/background:**

The City of Visalia Water Conservation Plant (WCP) provides treatment to nearly 13 million gallons of wastewater per day (mgd). In order to ensure protection to health, safety, and the environment, the facility must be maintained in a state that allows continuous operation, 24 hours per day, 365 days per year. In order to ensure this level of operability and reliability, the facility has instituted an aggressive preventative maintenance program. A key component of this program is the routine testing, calibration, and replacement of the electrical and control systems. This is a service that is performed by a private sector contractor. The value of this contract is approximately \$125,000 per year.

RFP 09-10-25 was issued to solicit proposals to provide Instrumentation and electrical services for the water conservation plant. Two proposals were received. .

Company	Headquarters	Local Office
Telstar, Inc.	Concord, Ca	Hanford, CA
Tesco Controls, Inc.	Sacramento, CA	Sacramento, CA

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.):\_\_1\_\_

**Review:**

**Dept. Head** \_\_\_\_\_  
(Initials & date required)

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
(Initials & date required or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

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The proposals were evaluated based on various hourly rates as well as the qualifications of the assigned team members. It was determined that Telstar offered the best value for the City. The table below summarizes the proposals received.

**Proposal summary**

	Telstar, proposed rate	Tesco, proposed rate
Standard Hourly rate	\$70.00	\$110.00
overtime rate	\$105.00	\$165.00
Programming rate	\$88.00	\$135.00
programming overtime	\$132.00	\$202.50
mileage	no charge	\$0.55/mile
parts mark-up %	15%	20%

Telstar is the current provider of electrical and control systems services at the Visalia WCP. Their current and proposed rates are summarized in the table below. As shown in the table, Telstar's proposed rates have not changed significantly over current rates, and have, in some instances, actually decreased.

**Telstar, Inc. historic rate comparison**

	Telstar rate, 2006	Telstar, rate 2008	Telstar, proposed rate
Standard Hourly rate	60.64	\$68.00	\$70.00
overtime rate	\$90.96	\$102.00	\$105.00
Programming rate	\$87.50	\$92.00	\$88.00
programming overtime	\$131.25	\$138.00	\$132.00
mileage	\$0.60	\$0.60	no charge
parts mark-up %	15%	15%	15%

Telstar has provided electrical and control systems services to the Visalia WCP for well over 20 years. They have an intimate knowledge of the facility and are an integral component of the plants maintenance program. Telstar has always been proactive in their maintenance of the plant's electrical systems, and has been very responsive in after-hours emergency situations. Having a local office in Hanford has enabled them to guarantee an around-the-clock response time of one hour.

Funding for this contract is included in the operating budget for the Water Conservation Plant.

This is a one year contract, renewable for up to four additional one year terms (maximum of five years).

**Recommendation:**

Staff has no reservations in recommending that Council authorize staff to award RFB # 09-10-25, Annual Contract to Provide Instrumentation and Electrical Services for Wastewater Treatment Systems, to Telstar, Inc. of Concord, CA

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):**

Move to authorize staff to award RFB # 09-10-25, Annual Contract to Provide Instrumentation and Electrical Services for Wastewater Treatment Systems, to Telstar, Inc. of Concord, CA

***Environmental Assessment Status***

**CEQA Review: N/A**

**NEPA Review:**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

# City of Visalia Agenda Item Transmittal

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9e

**Agenda Item Wording:** Authorization to purchase a John Deere 7630 tractor from Lawrence Tractor Co., Inc. of Visalia, CA at the contract price of \$128,743.46.

**Deadline for Action:** none

**Submitting Department:** Public Works

**Contact Name and Phone Number:** Jim Ross, Public Works Manager, 713-4466

**Department Recommendation:**

Staff recommends that Council authorize the purchase of a John Deere 7630 tractor and implements from Lawrence Tractor Co., Inc. of Visalia, CA at the contract price of \$128,743.46.

**Summary/background:**

The City of Visalia Water Conservation Plant (WCP) encompasses 160 acres. The treatment processes occupy fewer than 20 acres, while the remaining area consists of large drying beds, percolation ponds and other open spaces. To maintain these areas, the WCP utilizes a CASE 2230, 120-horsepower tractor along with an eight-foot disk and a three-shank ripper.

Because of severe air pollution in the San Joaquin Valley, the California Air Resources Board (CARB) has classified it as a "non-attainment area." Essentially, this means that air quality standards are not being met, and further steps are needed to bring air quality into compliance. One method CARB is using to accomplish this is to systematically reduce the allowable particulate matter (PM) being emitted from off-road vehicles such as earthmovers, dump trucks, bulldozers, tractors, etc.

CARB Rule 2449 identifies three ways fleet operators can demonstrate compliance with the regulation. First, the vehicle can be re-powered, meaning the engine can be replaced with a more efficient and cleaner burning engine. Second, a vehicle can be retrofitted with a particulate filter. Third, the vehicle can be taken out of service and replaced (or not) with a more efficient vehicle.

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.):   1  

**Review:**

**Dept. Head** \_\_\_\_\_  
**(Initials & date required)**

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
**(Initials & date required or N/A)**

**City Mgr** \_\_\_\_\_  
**(Initials Required)**

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

The current CASE tractor is 26 years old. To retrofit this equipment to comply with the CARB requirements would cost upwards of \$25,000. Fleet maintenance has determined that it is more cost effective to replace this vehicle than to install retrofit equipment. The current CASE tractor will be auctioned, and the proceeds will be used to offset the cost of the replacement unit.

As a member of the National Purchasing Partnership (NPP), the City is able to take advantage of pre-negotiated contract pricing. NPP uses a competitive process to select product suppliers, and each product category undergoes a competitive approach to negotiate contracts for those products. Lawrence Tractor Company of Visalia has undergone this process and has been designated as a low-cost supplier for tractor-related equipment.

The equipment to be purchased consists of a John Deere 7630, 140-horsepower tractor, a 16-foot disk, and a five-tine ripper. The total cost of this equipment is \$128,743.46. The disk and ripper will replace the current eight-foot disk and three-shank ripper, thus greatly decreasing the time spent performing these maintenance activities.

This item has an approved budget of \$159,900 as part of the Fiscal Year 2009-2010 Capital Improvement Program, Project 9222, Task 71110.

**Recommendation:**

Staff recommends that Council authorize the purchase of a John Deere 7630 tractor and implements from Lawrence Tractor Co., Inc. of Visalia, CA at the contract price of \$128,743.46.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):**

Move to authorize the purchase of a John Deere 7630 tractor and implements from Lawrence Tractor Co., Inc. of Visalia, CA at the contract price of \$128,743.46.

***Environmental Assessment Status***

**CEQA Review: N/A**

**NEPA Review:**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7<sup>th</sup>, 2010

**Agenda Item Number (Assigned by City Clerk):** 9f

**Agenda Item Wording** Award Landscape Maintenance Contracts Option #1, Santa Fe Trail, Houston Ave. Maintenance Districts, & Goshen Bike path to Paul Cardoza, Perfect Care. Option #2, Various Street Medians and Roadsides to Steve Manuele, Primow Landscape per specifications of RFB 09-10-39.

**Deadline for Action:** June 7<sup>th</sup>, 2010

**Submitting Department:** Parks and Recreation Department, Urban Forestry Division

**Contact Name and Phone Number:** David Pendergraft, Parks & Urban Forestry Supervisor, 713-4295

**Recommendation:**

Staff recommends that Paul Cardoza, Perfect Care, be awarded Option #1 of the Roadsides and Medians contract, 2,015,064.22 sq. ft., 46.26 acres @ \$75,564.93 per year. Option #2, be awarded to Steve Manuele of Primow Landscape Maintenance, 1,437,511 sq. ft, 32.99 acres @ \$64,688.09 per year.

**Background:**

For the last year the Roadsides and Medians Contract, Option #1 and Option #2, landscape maintenance been maintained by Sacramento Weed and Growth Regulators. The contract for Sacramento Weed and Growth Regulators expired February 14, 2010. City staff chose to re-bid this contract after the third year. Per the Cities Purchasing Policy, all contracts will be re-bid after the fifth year.

On March 9<sup>th</sup>, 2010 and March 15<sup>th</sup>, 2010 bids were solicited by advertising in the Visalia Times Delta and by mailing bid notices to contractors. In addition, the bid was also posted on Bid-Net and approximately 150 letters were sent out to various companies from Fresno to Bakersfield and in between.

**For action by:**  
 City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**  
 Work Session  
 Closed Session

**Regular Session:**  
 Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_\_\_

**Review:**

**Dept. Head** \_\_\_\_\_  
(Initials & date required)

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
(Initials & date required or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

Due to the large square footage, the work was split in to two options: **Option #1** – Santa Fe Trail & Roadside, Houston Ave. maintenance districts & Goshen Bikepath. Also **Option #2** – Various Street medians and Roadsides. Seven contractors submitted bids as shown below.

**BIDDER’S SUMMARY**

Bidder’s Name		Option #1	Option #2
<b>Perfect Care Landscape</b>	<b>Tulare , CA</b>	<b>\$75,564.93 / yr.</b>	\$71,875.56/ yr.
<b>Primow Landscape</b>	<b>Visalia, CA</b>	.\$80,602.56 / yr	<b>\$64,688.09 / yr.</b>
Briner and Son	Fresno, CA	\$95,514.00 / yr.	\$95,565.72 / yr.
Able Industries	Visalia, CA	\$100,492.20 / yr.	\$79,031.52 / yr.
Westscapes Inc.	Hanford, CA	\$116,786.88 / yr.	\$83,300.88 / yr.
Commercial Environmental	Gilroy, CA	\$123,933.72 / yr.	\$108,779.52 / yr.
EMTS Inc.	Clovis, CA	\$162,011.16 / yr.	\$148,351.08 / yr.

Staff has called the references listed and all were very positive with their level of work. Paul Cardoza was the lowest most qualified bidder at \$75,564.93 / year for Option#1, 2,015,064.22 sq. ft., a 46.26 acre contract. Steve Manuele of Primow Landscape was the low bidder on Option #2 at \$64,688.09 / year, 1,437,511 sq. ft. a 32.99 acre contract. Both of these contractors have worked for the City of Visalia in previous years. Staff has requested a list of equipment and personnel from these contractors. Staff is satisfied both contractors have the equipment and man power to maintain the Roadsides and Medians contracts, a total of 79.25 acres.

Annual price increase adjustments at time of renewal of contract are based on the Consumer Price Index. Cost for future additions to the project area (if necessary) will be calculated by multiplying the Contractor’s Unit Price by the square footage of area being added to contract.

The contractual agreement is for a one-year period, but can be extended by the City for a period not-to-exceed five years providing satisfactory performance is provided by Paul Cardoza, Perfect Care and Steve Manuele, Primow Landscape Maintenance. The services for this contract are budgeted in the Roadsides and Medians funds (0011-31324-552355, Option #1, and 0011-31324-552350, option #2) and will not need a budget amendment.

**Recommended Motion (and Alternative Motions if expected):** Staff recommends that Paul Cardoza, Perfect Care, be awarded Option #1 of the Roadsides and Medians contract, 2,015,064.22 sq. ft, 46.26 acres @ \$75,564.93 per year. Option #2, award contract to Steve Manuele of Primow Landscape Maintenance, 1,437,511 sq. ft., 32.99 acres @ \$64,688.09 per year.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9g

**Agenda Item Wording:** Request authorization to file a Notice of Completion for Country Club Plaza, Conditional Use Permit 2007-10, Encroachment Permit E080348 & E080440, located at the southeast corner of Houston Avenue and Demaree Street.

**Deadline for Action:** None

**Submitting Department:** Community Development Department/  
Engineering Division

**Contact Name and Phone Number:**

Chris Young, Community Development Director – 713-4392  
Norm Goldstrom, Associate Engineer 713-4638

**Department Recommendation:**

Staff recommends that Council grants authorization to file a Notice of Completion for Country Club Plaza, Encroachment Permit E080348 & E080440.

**Summary/Background:**

All of the required public improvements related to this commercial project have been completed and are ready for acceptance by the City Engineer. The developer for this commercial project is Visalia Development Holdings, LTD. They have submitted a maintenance bond in the amount of \$25,643.00 as required by the Project Improvements Agreement to guarantee the improvements against defects for one year.

**Prior Council/Board Actions:** On December 3, 2007, Council authorized the recording of the final parcel map of Tentative Map 2007-04 for the Country Club Plaza.

**Committee/Commission Review and Actions:** The development plan for this commercial project was approved by the Site Plan Review Committee on March 12, 2008 and was assigned as Site Plan 08-042.

**Alternatives:** N/A

**Attachments:** Developer Disclosure Form and Location sketch/vicinity map.

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1Min.

**Review:**

**Dept. Head** \_\_\_\_\_  
(Initials & date required)

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
(Initials & date required  
or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

**Recommended Motion (and Alternative Motions if expected):**

I hereby move to authorize the filing of a Notice of Completion for Country Club Plaza, Encroachment Permit E080348 & E080440.

***Environmental Assessment Status***

**CEQA Review:** Environmental finding completed for tentative subdivision map.

**NEPA Review:**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

## City of Visalia Agenda Item Transmittal

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9h

**Agenda Item Wording:** Appointment of Karen Cooper to serve a second term as the City of Visalia's representative on Measure R Citizen's Oversight Committee

**Deadline for Action:** N/A

**Submitting Department:** Administration

**Contact Name and Phone Number:** Steve Salomon, 713-4312, Leslie Caviglia, 713-4317

### Department Recommendation

It is recommended that the Visalia City Council reappoint Karen Cooper to serve as Visalia's representative on the Measure R Citizen's Oversight Committee.

### Department Discussion

In August, 2008, the City Council appointed Karen Cooper to serve as Visalia's representative on the Measure R Oversight Committee. When the inaugural Committee was formed in 2007, the terms were divided into one and two year appointments. Karen is completing her first term two-year term on the Committee.

She has been an asset on the Committee, and staff believes Cooper is highly qualified to serve on this Citizen's Advisory Committee. A native Visalian who was recently named the 2008 Woman of the Year, she has served for more than 20 years as the Executive Director of Tulare County Family Services. In this position, she works with multiple communities and is aware of many of the challenges and opportunities facing Tulare County communities. A graduate of U.C. Berkley, she has been involved in numerous community organizations over the years including Visalia Rotary, the Visalia Chamber of Commerce Board of Directors, and the Tulare County Domestic Violence Council, and also has served on several state-wide boards including the California Partnership to End Domestic Violence where she is President, and as the governor's appointment to the California Domestic Violence Advisory Council

The Measure R Expenditure Plan calls for a 16 member oversight Committee. The purpose of this Committee is to provide input on implementation of the plan, to advise the TCAG Board if and when the plan needs to be augmented, to ensure that the funds are being spent in accordance with the plan., to inform the public, and to ensure that the Transportation Measure funding program revenues and expenditures are spent as promised in the Measure passed by the voters.

### For action by:

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

### For placement on which agenda:

Work Session  
 Closed Session

### Regular Session:

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_\_\_

### Review:

**Dept. Head LBC 52810**

**Finance**

**City Atty**

**City Mgr**

The Committee may receive, review and recommend any action or revision to the plans, programs, audits or projects that is within the scope of stated scope including:

- \*Receive, review, inspect, and recommend action on independent financial and performance audits related to the Measure
- \*Receive, review, and recommend action on other periodic reports, studies and plans from responsible agencies. Such reports, studies and plans must be directly related to Measure programs, revenues, or expenditures.
- \*Review and comment upon Measure expenditures to ensure they are consistent with the Expenditure Plan.
- \*Annually review how sales tax receipts are being spent and publicize the results
- \*Present Committee recommendations, findings, and requests to the public and TCAG in a formal annual report to inform Tulare County residents how funds are being spent.
- \*The Committee will have full access to the TCAG independent auditor and will have the authority to request and review specific information, with the understanding that the Committee will rely upon data, processes and studies available from TCAG, and other relevant data generated by reputable sources. It is understood that TCAG will be continuously striving to improve the reliability of data and to update analytical and modeling processes, and that the Committee will be kept abreast of such efforts, and is invited to participate in development of such updates in a review capacity.

The Expenditure Plan defines the Committee membership as follows:

- \*One member appointed by each City and the County
- \*One representative from a major private sector Tulare County employer, nominated by the Tulare County Economic Development Corporation
- \*One representative from the building industry, nominated by the Tulare County Building Industry Association.
- \*One representative from the agriculture industry, nominated by the Tulare County Farm Bureau.
- \*One representative from the Hispanic community, nominated by the Tulare Kings Hispanic Chamber of Commerce.
- \*One representative from an advocacy group representing bicyclists and pedestrians, and/or transit.
- \*One who is a professional in the field of audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.
- \*One representative from an environmental advocacy group

(The representatives for the last three positions are selected from applications solicited from Tulare County representatives will be selected by the other 13 seated Board members, subject to final approval by TCAG. Currently, all three positions are held by Visalians.)\_

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:** To hold a formal recruitment for the position.

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):**

I move to reappoint Karen Cooper as Visalia's representative on the Measure R Citizen's Advisory Committee

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*



**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9i

**Agenda Item Wording:** Appointment of Michael Kreps a representative of the Downtown Visalians to the General Plan Update Review Committee.

**Deadline for Action:** None

**Submitting Department:** Community Development- Planning

**Contact Name and Phone Number:**

Paul Scheibel, AICP, Planning Services Manager 713-4369  
Brandon Smith, AICP, Senior Planner 713-4636

**Department Recommendation:** Staff recommends that the Visalia City Council appoint Michael Kreps as a representative from the Downtown Visalians to participate on the General Plan Update Review Committee.

**Background / Prior Council Actions:** On November 3, 2008, the City Council authorized the formation of a General Plan Update Review Committee, and expanded the Committee's composition to include representation from several key stakeholders. The representative list for the Committee was approved by the Visalia City Council on December 15, 2008. There are currently 23 persons on the Committee representing 21 community-based groups (see attached Exhibit "A" for roster). The Committee held its first meeting on March 25, 2009, and has met approximately once a month since then.

**Discussion:** Downtown Visalians is a non-profit business association formed in 1963 with over 600 members who focus primarily on marketing and promotion, seeking to better establish Downtown Visalia as a destination for shopping, dining and entertainment. The organization oversees several ongoing community events, including the Thursday-night Farmers Market, the Friday-night Blues Brews and BBQ series, Taste of Downtown, and the annual Candy Cane Lane parade.

Since 2001, Downtown Visalians also works in tandem with the Downtown Visalia Alliance (also known as the Property-based Business Improvement District or PBID) to enhance the appearance of Downtown Visalia in an approximately 70 block area. Through a contract with Downtown Visalians the group has implemented programs to provide 24 hour security, graffiti removal, additional parking and other capital improvement projects.

On May 25, 2010, the Organization by email requested representation on the General Plan Update Review Committee. The request was followed by a formal letter attached as Exhibit "B". If representation is granted, Mr. Michael Kreps is expected to be the Organization's

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.):\_\_1\_\_

**Review:**

**Dept. Head**

**Finance**

**City Atty**

**City Mgr**

representative. Mr. Kreps is an architect based in downtown and serves as the President of the Downtown Visalians Board.

**Committee/Commission Review and Actions:** N/A

**Alternatives:** None

**Attachments:** Exhibit "A" – General Plan Update Review Committee Roster  
Exhibit "B" – Letter from Downtown Visalians

**Recommended Motion (and Alternative Motions if expected):**

I move to include the Downtown Visalians in the General Plan Update Review Committee, and to designate Mr. Michael Kreps to serve as its representative on the Committee.

***Environmental Assessment Status***

**CEQA Review:** NA

**NEPA Review:** NA

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Exhibit "A"  
General Plan Update Review Committee  
Committee Roster - June 2010

<u>AUTHORIZED GROUP</u>	<u>DESIGNATED REPRESENTATIVE</u>
Visalia City Council	Bob Link
Visalia City Council	Michael Lane
Citizens Advisory Committee	Dirk Holkeboer
College of the Sequoias	Eric Mittlestead
Environmental Committee	Dean Mann
Hispanic Chamber of Commerce	Raymond Macareno
Historic Preservation Advisory Committee	Matthew Owdom
Kaweah Delta Hospital	Dena Cochran
Kaweah Delta Hospital Board of Directors	Carl Anderson
Mooney Boulevard Merchant's Organization	Don Wright
North Visalia Neighborhood Advisory Committee	Bill Huott
Parks & Recreation Commission	Carla Calhoun
Planning Commission	Larry Segrue
Planning Commission	Vincent Salinas
Tulare / Kings Home Builders Association	Mike Knopf
Tulare County Affordable Housing	Ken Kugler
Tulare County Association of Realtors	Brad Maaske
Tulare County Farm Bureau	Brian Blain
Visalia Chamber of Commerce	Josh McDonnell
Visalia Community Forum	Darlene Mata
Visalia Economic Development Council	Jim Robinson
Visalia Unified School District	Randy Groom
Waterways and Trails Committee	Bob Brown

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9j

**Agenda Item Wording:** Approval of Resolution No. 2010-24 adopting the boundaries of the Targeted Employment Areas for the Enterprise Zone

**Deadline for Action:** June 7, 2010

**Submitting Department:** Housing & Economic Development

**Contact Name and Phone Number:**

Ricardo Noguera, 713-4190, Nancy Renovato, 713-4462.

**Department Recommendation:** Staff recommends that the City Council approve Resolution No. 2010-24, adopting the boundaries of the Targeted Employment Area (TEA) for the Enterprise Zone, formerly known as the Targeted Tax Area (TTA) for the Business Incentive Zone.

**Summary/Background:** The purpose of the Business Incentive Zone and Enterprise Zone Programs is to stimulate development by providing tax incentives to businesses and allow private sector market forces to revive the local economy. Each Enterprise Zone is administered by its local jurisdiction working with local agencies and business groups to promote economic growth through business attraction, expansion and retention.

In 1998, Tulare County was designated as a Targeted Tax Area (also known as the Business Incentive Zone "BIZ"). The BIZ is administered by the "Joint Powers", (Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake, and Tulare County) who entered an agreement outlining the financial and administrative commitments of each; including the Workforce Investment Board (WIB). Over the past 12 years, the Joint Powers have worked together to market and manage the TTA as a single labor market area without regard to jurisdictional boundaries.

With the BIZ designation expiring in 2012, the Tulare County Economic Development Corporation (TCEDC), acting on behalf of the Joint Powers applied for and has received conditional designation for the Sequoia Valley Enterprise Zone, with a 15 year zone period to begin upon receiving final Enterprise Zone designation from the State of California Department of Housing and Community Development. This designation requires that any city or county who applies for and receives designation as an Enterprise Zone establish definitive boundaries for a Targeted Employment Area (TEA).

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_\_\_

**Review:**

**Dept. Head** \_\_\_\_\_  
(Initials & date required)

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
(Initials & date required or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

The TEA is the area that an employee must live in, in order to qualify a business for the State Hiring Credit.

Using the U.S. Census Bureau guidelines to determine qualified Census Tracts, TCEDC has identified the attached areas (Exhibits A & B) to have at least 51 percent of its residents of low-or-moderate income levels and would like to establish these census tracts as definitive boundaries for a targeted employment area.

**Prior Council/Board Actions:**

**April 21, 2008** Authorization to expand the Targeted Tax Area (TTA) boundaries and approval of site inclusions.

**February 17, 2009** Authorization to submit an application to the State of California Department of Housing & Community Development (HCD) for Tulare County Enterprise Zone designation.

**Committee/Commission Review and Actions:** NA

**Alternatives:** None recommended.

**Attachments:**

- Resolution 2010-24 Adoption of TEA for the Sequoia Valley Enterprise Zone
- Exhibit A – Census Data Sets for Targeted Employment Area
- Exhibit B - Sequoia Valley Enterprise Zone TEA Boundaries
- Exhibit C – Census 2000 Sample Data

**Recommended Motion (and Alternative Motions if expected):**

I move that the City Council approve Resolution 2010-24 adopting the Targeted Employment Areas for the Sequoia Valley Enterprise Zone.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

Copies of this report have been provided to:

RESOLUTION 2010-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA  
ADOPTING THE TARGETED EMPLOYMENT AREAS FOR THE SEQUOIA VALLEY  
ENTERPRISE ZONE

WHEREAS, the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake, and the County of Tulare have each separately and jointly taken significant steps to coordinate their economic development efforts through the Economic Development Corporation (EDC) and to concentrate their respective resources in ways that will generate additional long-term employment in the private sector; and

WHEREAS, the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake, and the county of Tulare formed the Business Incentive Zone Council ("Council"), under a joint powers agreement, to work cooperatively in marketing and managing the Tulare County Targeted Tax Area over the past 12 years as a single labor market area without regard to jurisdictional boundaries; and

WHEREAS, the authority of the Council was expanded to include the application and implementation of the Enterprise Zone through the Economic Development Corporation, designated as the administrator of the Targeted tax Area and the Enterprise Zone; and

WHEREAS, on August 19, 2009, the Economic Development Corporation, acting on behalf of the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake, and the County of Tulare received conditional designation for the Sequoia Valley Enterprise Zone, with a 15 year zone designation period to begin upon receiving final Enterprise Zone designation from the State of California Department of Housing and Community Development; and

WHEREAS, Government Code Section 7073(a) requires any city, county, or city and county who applies for and receives designation as an enterprise zone, to also establish definitive boundaries for a targeted employment area.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Visalia adopts the Targeted Employment Areas for the Sequoia Valley Enterprise Zone as follows:

1. The following census tracts within the territorial jurisdictions of the County of Tulare and/or the cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake, as shown on Exhibit A, attached hereto and incorporated herein, having been determined to have at least 51 percent of its residents of low-or moderate-income levels, are hereby identified as those census tracts which are in the most need of employment targeting pursuant to Government Code Section 7072 (i): Census Tract Numbers are shown on exhibit A.

2. A Targeted Employment Area composed of the above-specified census tracts and having the boundaries as shown on Exhibit B, attached hereto and incorporated herein, is hereby approved.

STATE OF CALIFORNIA     )  
COUNTY OF TULARE       )  
CITY OF VISALIA           )

I, \_\_\_\_\_, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution No. \_\_\_\_ passed and adopted by the Council of the City of Visalia at a regular meeting held on \_\_\_\_\_.

### III. Census Data Sets for Targeted Employment Area Sequoia Valley Enterprise Zone

Instructions for Section III: Enter the specified information for the census tracts to be included in the Targeted Employment Area. The percentage of households at or below low to moderate levels (Column E) for each census tract should equal at least 51 percent.

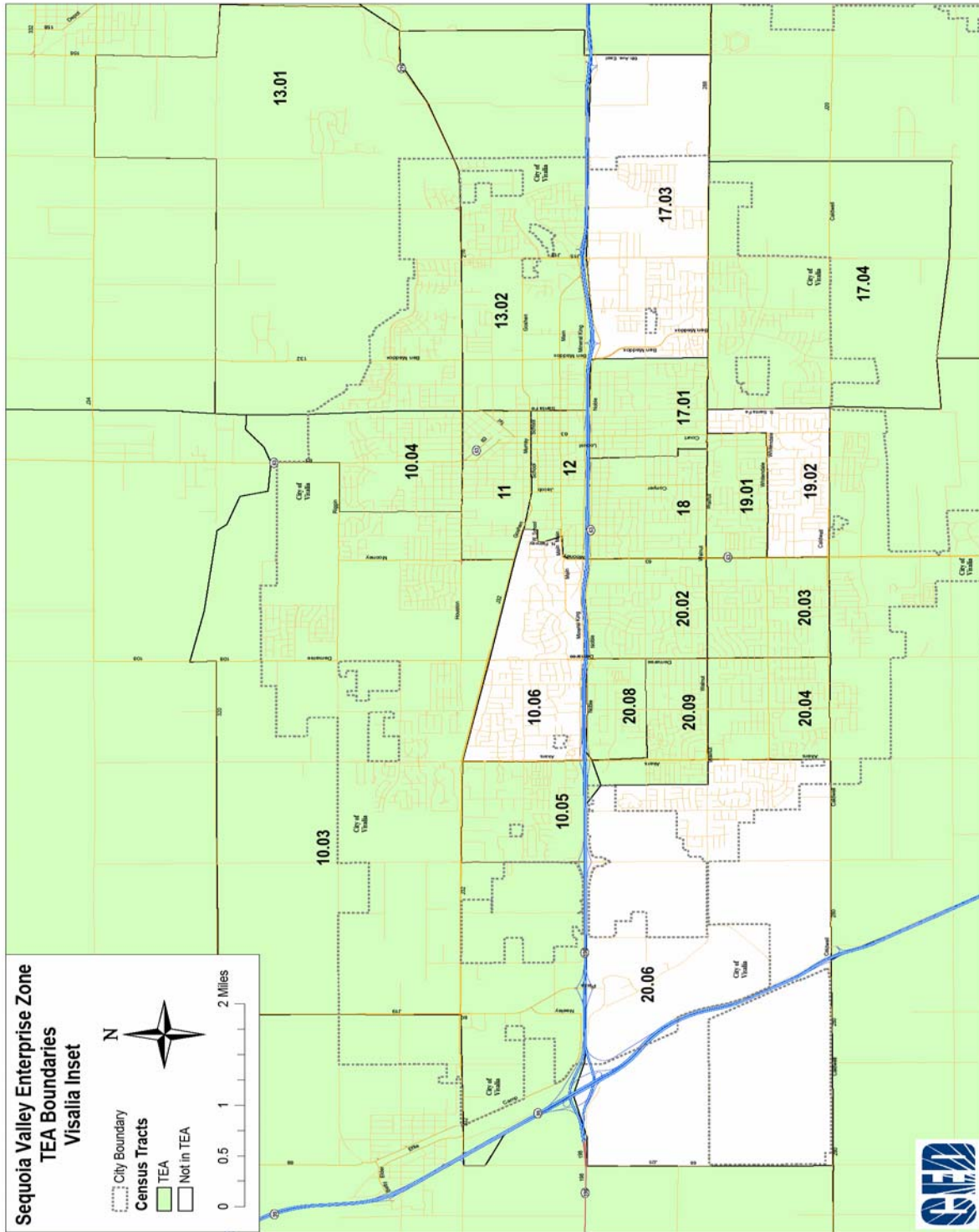
A	B	C	D	E
Census Tract Number	Median Household Income in 1999 (State)	Number of Households (Total)	Number of Households with less than the Median Household Income	Percentage of Households at or below low to moderate levels ((Col. D/Col. C)x100=%)
1	47,493	1971	1065	54%
2.01	47,493	1803	1393	77%
2.02	47,493	526	369	70%
3.01	47,493	1794	1044	58%
3.02	47,493	793	646	81%
4.01	47,493	1078	796	74%
4.02	47,493	1772	1255	71%
5.01	47,493	1574	1222	78%
5.02	47,493	613	447	73%
6	47,493	1273	1053	83%
7.01	47,493	741	544	73%
7.02	47,493	1315	1117	85%
8	47,493	2022	1420	70%
9	47,493	1560	1085	70%
10.03	47,493	1863	1140	61%
10.04	47,493	1707	1405	82%
10.05	47,493	628	340	54%
11	47,493	1936	1625	84%
12	47,493	452	348	77%
13.01	47,493	2224	1313	59%
13.02	47,493	1812	1193	66%
14	47,493	1386	848	61%
15.01	47,493	1572	1073	68%
15.05	47,493	1642	1135	69%
16.01	47,493	1242	1056	85%
16.02	47,493	1504	1113	74%
17.01	47,493	2213	1678	76%
17.04	47,493	862	487	56%
18	47,493	1858	1040	56%
19.01	47,493	1139	614	54%
20.02	47,493	1675	930	56%
20.03	47,493	2039	1085	53%
20.04	47,493	1748	1020	58%
20.07	47,493	1411	915	65%
20.08	47,493	1011	806	80%
20.09	47,493	1685	971	58%



III. Census Data Sets for Targeted Employment Area					
Sequoia Valley Enterprise Zone					
Instructions for Section III: Enter the specified information for the census tracts to be included in the Targeted Employment Area. The percentage of households at or below low to moderate levels (Column E) for each census tract should equal at least 51 percent.					
A	B	C	D	E	
Census Tract Number	Median Household Income in 1999 (State)	Number of Households (Total)	Number of Households with less than the Median Household Income	Percentage of Households at or below low to moderate levels ( (Col. D/Col. C)x100=%)	
21	47,493	634	460	73%	
22.01	47,493	2319	1595	69%	
22.02	47,493	1172	1022	87%	
23.02	47,493	1359	727	53%	
23.03	47,493	2230	1349	60%	
23.04	47,493	708	534	75%	
24	47,493	1447	908	63%	
25	47,493	941	624	66%	
26.01	47,493	1078	907	84%	
26.02	47,493	1342	1013	75%	
27	47,493	2094	1321	63%	
28	47,493	685	566	83%	
29.01	47,493	1092	958	88%	
29.03	47,493	1551	887	57%	
29.04	47,493	1332	900	68%	
30.01	47,493	1105	925	84%	
30.02	47,493	845	595	70%	
31	47,493	1023	813	79%	
32	47,493	1459	1179	81%	
33	47,493	1963	1473	75%	
34	47,493	1725	1213	70%	
35	47,493	2930	1558	53%	
36.01	47,493	2127	1308	61%	
36.02	47,493	1823	1317	72%	
37	47,493	1864	1212	65%	
38.01	47,493	1093	811	74%	
38.02	47,493	1295	1142	88%	
39.01	47,493	1793	1389	77%	
39.02	47,493	1431	1134	79%	
40	47,493	0	0	100%	
41.01	47,493	1995	1734	87%	
41.02	47,493	464	353	76%	
42	47,493	1282	1011	79%	
43	47,493	1571	1333	85%	
44	47,493	1531	1375	90%	
45	47,493	1641	1249	76%	

Census Tracts Not Eligible To be Included In The Sequoia Valley					
A	B	C	D	E	
Census Tract Number	Median Household Income in 1999 (State)	Number of Households (Total)	Number of Households with less than the Median Household Income	Percentage of Households at or below low to moderate levels ( (Col. D/Col. C)x100=%)	
10.06	47,493	2199	1056	0.48	no
17.03	47,493	2044	904	0.44	no
19.02	47,493	1400	576	0.41	no
20.06	47,493	1325	350	0.26	no

Exhibit B





















P52. HOUSEHOLD INCOME IN 1999 [17] - Universe: Hou			Exhibit C			
Data Set: Census 2000 Summary File 3 (SF 3) - Sample C						
		Tulare County, California	Census Tract 42, Tulare County, California	Census Tract 43, Tulare County, California	Census Tract 44, Tulare County, California	Census Tract 45, Tulare County, California
Total:		110,356	1,282	1,571	1,531	1,641
Less than \$10,000		12,994	302	264	298	252
\$10,000 to \$14,999		9,151	116	146	213	97
\$15,000 to \$19,999		9,155	156	185	199	162
\$20,000 to \$24,999		9,081	77	216	199	156
\$25,000 to \$29,999		8,201	121	125	158	160
\$30,000 to \$34,999		7,981	105	142	102	158
\$35,000 to \$39,999		7,075	58	110	75	90
\$40,000 to \$44,999		6,362	45	83	79	83
\$45,000 to \$49,999		5,372	31	62	52	91
\$50,000 to \$59,999		9,103	89	81	45	119
\$60,000 to \$74,999		9,409	74	61	51	126
\$75,000 to \$99,999		8,045	62	49	23	70
\$100,000 to \$124,999		3,786	12	22	7	35
\$125,000 to \$149,999		1,791	5	12	10	8
\$150,000 to \$199,999		1,409	25	6	4	15
\$200,000 or more		1,441	4	7	16	19
U.S. Census Bureau						
Census 2000						
P53. MEDIAN HOUSEHOLD INCOME IN 1999 (DOLLARS)						
Data Set: Census 2000 Summary File 3 (SF 3) - Sample C						
	State of California	Tulare County, California	Census Tract 42, Tulare County, California	Census Tract 43, Tulare County, California	Census Tract 44, Tulare County, California	Census Tract 45, Tulare County, California
Median household income in 1999	47,493	33,983	24,167	24,292	21,347	29,761
U.S. Census Bureau						
Census 2000						

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9k

**Agenda Item Wording:** Award a contract for the 2010 Major Street Overlays to Glen Wells Construction Company, Inc., in the amount of \$534,940.45 (Project No. 1111-00000-0-720000-0-9225) and authorize the transfer of ARRA funds totaling \$250,000 from the Major Street Overlay project to the Mooney/Walnut Avenue widening project (Project No. 1241-00000-720000-0-9270)

**Deadline for Action:** June 7, 2010

**Submitting Department:** Community Development Department /  
Engineering Division

**Contact Name and Phone Number:**

Chris Young, Community Development Director, 713-4392  
Jason Huckleberry, Associate Engineer - 713-4259

**Department Recommendation:** Staff recommends that the City Council award a contract to Glen Wells Construction Company Inc, of Visalia, CA, in the amount of \$534,940.45 for the 2010 Major Street Overlays (see attached exhibit for locations) and approve the transfer of ARRA funds totaling \$250,000 from the Major Street Overlay project to the Mooney/Walnut Avenue widening project.

**Discussion:** The City of Visalia contracts for a major asphalt overlay project annually on pre-determined roadways based on the condition of the pavement. Over time, roadways require maintenance and/or a new surface. The 2010 Major Street Overlays project will resurface and stripe:

1. Noble Ave, from the easterly Wal-Mart entrance to Pinkham
2. Walnut Ave, from Court Street to Santa Fe Street
3. Akers St, from Hillsdale Ave to Hurley Ave
4. Akers St, from Goshen Ave to Buena Vista Ave (west side only)
5. Ben Maddox St, from Walnut Ave to Tulare Ave
6. Riggin Ave, from Linwood St to Kayenta St

On April 23, 2010, engineering staff opened seven (7) bids submitted for the 2010 Major Street Overlay project. The bids were ranked based on the project bid price only. The results of the bid opening are as follows:

1. *Glen Wells Construction Co. Inc.*                      *Visalia*                      \$ 534,940.45

**For action by:**

- City Council
- Redev. Agency Bd.
- Cap. Impr. Corp.
- VPFA

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.):   1  

**Review:**

**Dept. Head** \_\_\_\_\_  
(Initials & date required)

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
(Initials & date required or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

2. <i>Jim Crawford Construction Co. Inc</i>	<i>Clovis</i>	\$ 567,931.00
3. <i>Don Berry Construction, Inc.</i>	<i>Selma</i>	\$ 572,777.00
4. <i>Lee's Paving, Inc.</i>	<i>Visalia</i>	\$ 573,543.00
5. <i>W. Jaxon Baker, Inc.</i>	<i>Redding</i>	\$ 587,442.00
6. <i>Flatiron West, Inc.</i>	<i>Benecia</i>	\$ 593,708.00
7. <i>Burtch Construction, Inc</i>	<i>Bakersfield</i>	\$ 599,173.45

The Engineer's Estimate for the construction contract was \$813,298.00. The project budget is \$875,000 and will be funded by the American Recovery and Reinvestment Act (ARRA), including the total cost of the project, construction management, inspections, surveying and testing. Glen Wells Construction Company Inc. has successfully completed several jobs for the City of Visalia. Staff recommends awarding the project to Glen Wells Construction Company Inc. for the amount of \$534,940.45.

As a result of the bid savings, the transfer of \$250,000 of ARRA funds from this project to the Mooney/Walnut Widening project is being requested. This transfer, along with the \$1,000,000 in ARRA funding transferred from the Ben Maddox bridge project (Project No. 1111-720000-0-9242) brings the total ARRA funding for the Mooney/Walnut project to \$1.25 million.

**Prior Council/Board Actions:** None

**Committee/Commission Review and Actions:** None

**Alternatives:** None recommended

**Attachments:** 1. Location Map  
2. Bid Summary

**Recommended Motion (and Alternative Motions if expected):** I move to award a contract for the 2010 Major Street Overlays – Various locations to Glen Wells Construction Company Inc., in the amount of \$534,940.45 and the transfer of \$250,000 of ARRA funds from this project to the Mooney/Walnut Widening project.

**Financial Impact**

**Funding Source:**

Account Number: 1111-00000-720000-0-9225-2010

**Budget Recap:**

Total Estimated cost:	\$ 813,298.00	New Revenue:	\$
Amount Budgeted:	\$ 875,000.00	Lost Revenue:	\$
New funding required:	\$ 0.00	New Personnel:	\$
Council Policy Change:	Yes _____ No <u>X</u>		

Copies of this report have been provided to:

**Environmental Assessment Status**

**CEQA Review:**

Required? Yes X No

Review and Action: Prior:

Required: This project is considered routine maintenance of an existing facility.

**NEPA Review:**

Required? Yes X No

Review and Action: Prior:

Required:

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9I

**Agenda Item Wording:** Authorize the City Manager to enter into a professional services agreement with Royal Dining Catering to provide food services for the Visalia Senior Center Lunch Program

**Deadline for Action:** N/A

**Submitting Department:** Parks & Recreation

**Contact Name and Phone Number:** Jeannie Greenwood,  
Recreation Manager, (559)713-4042

**Recommendation:**

City Staff recommends that the City Council authorize the City Manager to enter into a professional services agreement with Royal Dining Catering to provide food services, effective July 1, 2010, for the Visalia Senior Center Lunch Program. Staff further recommends that City Council authorize the City Manager to execute a facility use agreement with Royal Dining Catering for the use of the Senior Center kitchen after staff has had the opportunity to negotiate terms with the vendor. This authority would be contingent upon approval by the City Attorney and Finance Director.

**Background Information:**

On August 3, 2009, the City began a catering contract for meal service for the Visalia Senior Center Lunch Program. Since this time, lunch participation has declined.

City staff and members of the Senior Advisory Committee have discussed participation in the Senior Lunch Program at each monthly meeting since the vended meals began. Based on evaluations performed by City staff and members of the advisory committee, the primary reason for the decline in participation is due to food quality, participants simply do not like the food currently being delivered. Other complaints include portion size, menu variety and the lack of fresh ingredients/products.

At the request of the Senior Advisory Committee, City staff and members of the Advisory Committee began discussions of alternatives to the current meal service. Options such as having volunteers prepare meals, having a private caterer utilize the Senior Center kitchen to provide meals and looking for another qualified vendor to deliver meals were discussed.

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_

**Review:**

**Dept. Head** \_\_\_\_\_  
(Initials & date required)

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
(Initials & date required or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.



Each area was explored and potential vendors were identified and contacted to solicit interest. Finding several interested parties, the City notified the current vendor of its intention to release a new Request for Proposal (RFP) for services for fiscal year 2010-11.

On April 14, 2010, RFP #09-10-48, a Request for Proposal for Annual Contract for Senior Meals was released. Bids were solicited by advertising in the Visalia Times Delta on April 13<sup>th</sup> and 19<sup>th</sup>, by mailing notices to potential vendors identified by City staff and the Senior Advisory Committee and was posted on Bid-Net. A Proposal Conference was held on April 28, 2010 with four vendors in attendance. At the time of the bid opening, one proposal was received from Royal Dining Catering.

Royal Dining Catering began with founder, Carlos Saucedo, delivering meals on his bicycle at Warner Brother Studios and has now become an industry-leading catering company serving schools, adult day health care centers and corporate clients in multiple locations. Headquartered in the Los Angeles area, Royal Dining has branched to the Visalia area where they operate a kitchen and provide food services at La Sierra Military Academy. In addition, Royal Dining holds additional food service contracts, primarily charter schools, in the valley and plans to expand their operation in the Visalia area. Royal Dining states: "Our attention to detail in all aspects of service is what sets us apart from the rest. We strive to maintain the highest ethical standards through our relationships with customers, employees, suppliers and competition."

This contract requires the successful vendor to provide nutritional meals consistent with the meal content requirements of Title III of the Older Americans Act. The RFP also asked for alternate pricing for preparing meals at the Senior Center utilizing the City's commercial kitchen.

Since receiving Royal Dining Catering's proposal, City staff has met with members of a review committee designated by the Senior Advisory Committee to review the proposal and evaluate this potential vendor. In addition, City staff has spoken to schools that have a contract with Royal Dining Catering in Visalia and have received very positive feedback. Positive comments were received relating to food quality, customer service, flexibility and menu variety.

On Thursday, May 20<sup>th</sup>, Royal Dining Catering provided a tasting to over 80 seniors at the Visalia Senior Center. This allowed all interested participants to try a variety of menu options and recipes used by the proposed vendor. The food taste, presentation and quality were rated very high amongst those who attended.

Based upon the above mentioned evaluation process, the recommendation of the Senior Advisory Committee and the numerous seniors who attended the food tasting, City staff is recommending that the City move forward with this new vendor.

Royal Dining Catering's proposal provides a quality nutritious lunch for \$3.00 per meal. This price is consistent with our current contract and does not represent an increase in costs.

Royal Dining Catering also included a proposal to provide meals at the reduced rate of \$2.65 per meal if granted use of the Senior Center kitchen. This larger commissary would allow the company to expand services in the Visalia area adding the potential to manage additional contracts with schools and/or other senior meal programs. City staff would like to explore this option and, if an appropriate agreement can be reached, add a facility use agreement with Royal Dining Catering at a later date. City staff is in favor of the vendor operating the kitchen. This would allow the caterer to receive direct feedback from the seniors who enjoy the meal program and adds accountability for meal quality and service. Staff will be evaluating potential costs associated with full time use of the kitchen, specifically utility costs and would like the opportunity to negotiate an agreement that is of mutual benefit. City staff is therefore recommending that the Council grant the City Manager authority to execute this additional

agreement if negotiations are successful and the terms are approved by the City Attorney and Finance Director.

For fiscal year 2009-10, staff estimates approximately 11,000 meals to be served. With this new vendor in place, staff is optimistic that program participation will increase to 20,000 meals for fiscal year 2010-11. Based on these numbers, this contract amount will be \$33,000.

Seniors currently pay \$3.50 per meal. This contract represents a \$3.00 per meal cost which allows an additional \$.50 per meal to help offset costs associated with the operation of the meal program such as hourly staffing, equipment maintenance and supplies. Based on these numbers, the City will be able to provide a better quality product without an increase in cost to Visalia's seniors.

**Prior Council/Board Actions:**

June 16, 2008

June 23, 2008

November 17, 2008 – Council direction to contract meal services

July 13, 2009 – Council award of meal contract to Fresno County EOC

**Committee/Commission Review and Actions:**

October 21, 2008 – Recommendation from the Parks & Recreation Commission was adopted.

**Alternatives:**

**Attachments:** Royal Dining Catering Proposal to RFP #09-10-48  
RFP #09-10-08 (includes sample agreement)

**Recommended Motion (and Alternative Motions if expected):**

Motion: The City Council authorizes the City Manager to enter into a professional services contract with Royal Dining Catering to provide food services, effective July 1, 2010, for the Visalia Senior Center Lunch Program. City Council further authorizes the City Manager to, at a later date, execute a facility use agreement with Royal Dining Catering for the use of the Visalia Senior Center kitchen upon approval by the City Attorney and Finance Director.



**CITY OF VISALIA  
REQUEST FOR PROPOSAL  
RFP # 09-10-48**

**Request for Proposal (RFP) for the  
Annual Contract to Provide Senior Meals**

**Proposer Conference:** On Wednesday, April 28, 2010, a conference will be held at the Visalia Senior Center 310 N. Locust, Visalia, California, at **2:00 p.m.** This is an opportunity to ask questions regarding the program and the Request for Proposal requirements.

**Submittal:** One (1) unbound original and four (4) copies must be received on or before:

**Monday, May 10, 2010 at 3:00 p.m.**

**Addressed to:** Purchasing Division  
707 W. Acequia  
Visalia, CA 93291

**Mark envelope:** RFP No. 09-10-48  
Annual Contract to Provide Senior Meals

*Proposals received after the time and date stated above shall be returned unopened to the proposer.*

**INQUIRIES:**

Direct questions for clarification of this bid document to Purchasing Division (559) 713-4334, or Fax (559) 713-4802, or email at [purchasing@ci.visalia.ca.us](mailto:purchasing@ci.visalia.ca.us). All questions must be received on or before May 3, 2010.



**CITY OF VISALIA  
STATE OF CALIFORNIA  
REQUEST FOR PROPOSAL  
RFP 09-10-48**

**SEALED PROPOSALS** will be received by the Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until 3:00 P.M. on Monday, May 10, 2010, for:

**Annual Contract to Provide Senior Meals**

A proposal conference will be held on April 28, 2010, at the Visalia Senior Center, 310 N. Locust, Visalia, California 93291, at 2:00 p.m.

Contract documents may be inspected and obtained in the office of the Purchasing Division, 707 W. Acequia Ave., Visalia, California 93291 or by calling (559) 713-4334, or by FAX (559) 713-4802 or web site <http://www.visaliapurchasing.org>.

The City hereby affirmatively ensures that Minority Business Enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, or religion in any consideration leading to the award of contract.

The City also hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the performance of contracts. As such, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Publication Dates:     April 14, 2010  
                                  April 19, 2010

**TABLE OF CONTENTS**

<u>TITLE</u>	<u>PAGES</u>
I. Definitions .....	4
II. Introduction .....	4-5
A. Information .....	4
B. Background.....	4
C. RFP/Agreement Schedule .....	5
III. Scope of Services.....	5-13
A. Required Product and Services of the Contractor .....	5
B. City Responsibilities.....	13
IV. Proposal Content and Format Requirements .....	13
A. General Information .....	14
B. Proposal Project Approach .....	14
C. Staff Qualifications and Related Experience .....	15
D. Proposed Fee Structure and Schedules.....	15
E. Conflict of Interest.....	16
V. Consultant Selection Procedure .....	16-17
A. Criteria .....	16
B. Weight of Criteria .....	17
C. Background Check.....	17
D. Award of Contract .....	17
VI. Examination of Contract Requirements & Acceptance of Proposal Content.....	17
A. Withdrawal of Proposals .....	17
B. Rejection of Proposals .....	18
C. Evaluation/Award of Contract .....	18
VII. Measurement & Payment .....	19
A. Billing & Payments .....	19
B. City’s Right to Withhold Certain Amounts.....	19
VIII. General Conditions.....	19-23
A. Important Notice.....	19
B. Legal Responsibilities .....	19
C. Performance Bond .....	19
D. Permits and Licenses.....	19
E. Insurance .....	20
F. Assignment of Contract.....	21
G. Termination of Contract .....	21
H. Right To Require Performance .....	22
I. Ethics in Public Contracting .....	23
J. Independent Contractor .....	23
K. Equal Employment Opportunity .....	23
L. Venue.....	23
M. Proprietary Information .....	23
N. Incurring Costs.....	23

Attachments:

- Non-Collusion Affidavit
- Workers Compensation Insurance Certificate
- Equal Employment Opportunity Compliance Certificate
- Sample Contract

Sample Menu Planning Worksheet

## I. DEFINITIONS

For the purposes of RFP-09-10-48 the following terms shall have the meanings indicated:

1. "City" means the City of Visalia
2. "City Council" means the Council of the City of Visalia
3. "Bidder", "Vendor", "Supplier", "Consultant", "Contractor" and "Subrecipient" are used interchangeably throughout this invitation to mean the person, firm, or corporation or other entity submitting a Bid in response to the Request for Bid.
4. "Bid" and "Proposal" are used interchangeably to mean an individual's or entity's offer in response to this Request for Proposal.
5. "RFP" means Request for Proposal No. 09-10-48.

## II. INTRODUCTION

### A. Information

The City of Visalia is requesting proposals from qualified catering and/or food service management companies to provide the services and meals detailed in this RFP. The initial contract shall be for one (1) three (3) year period and upon mutual agreement, may be extended for up to two (2) additional years.

The price shall be in effect for a one (1) year period at which time it may be adjusted by the change in the Consumer Price Index utilized by the City of Visalia.

**A proposal conference will be held on April 28, 2010 at 2:00 p.m. at Visalia Senior Center, 310 N. Locust, Visalia, CA This is an opportunity for Proposers to ask questions about the program and the Request for Proposal requirements.**

**One (1) unbound original and four (4) copies of the proposal are to be submitted to the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, on or before Monday, May 10, 2010 at 3:00 p.m.**

This Request for Proposals is being issued by the City of Visalia Purchasing Department. Unless otherwise directed, all communications regarding this Request for Proposals should be directed to the Purchasing Division at (559) 713-4334, or fax (559) 713-4802. However, to prevent misinterpretations, the Purchasing Division would prefer that all questions be sent by email to [purchasing@ci.visalia.ca.us](mailto:purchasing@ci.visalia.ca.us).

Any revisions to the Request for Proposals will be issued and distributed as addenda. Proposers are specifically directed not to contact any other City personnel for meetings, conferences or technical discussions related to this Request for Proposal. Failure to adhere to this policy may be grounds for rejection of proposals.

### B. Background

Visalia is located east of State Highway 99 and along State Highway 198. The City's population is approximately 127,000. Its incorporated area covers approximately 25 square miles. The City's Parks and Recreation Department is responsible for providing senior meals to the seniors of Visalia. The Senior Meal Program offers nutritious meals for adults ages 55 and over. Meals are currently prepared off site and delivered to the Senior Center when they are served by one City staff member and volunteers. The table below illustrates the number of meals served in the recent past.

Meals Served	2010	2009	2008	2007
Jan	810	2,345	2,069	1869
Feb	730	2,281	2,316	1903
Mar	934	2,699	2,237	2030
Apr		2,381	2,573	1824
May		2,042	2,663	2079
Jun		2,106	2,103	1800
Jul		1,697	2,826	2038
Aug		1,285	2,358	2044
Sep		848	2,637	2160
Oct		861	2,866	2342
Nov		761	2,215	1879
Dec		672	2,593	1822
<b>Totals</b>		<b>19,978</b>	<b>29,456</b>	<b>23,790</b>

**C. RFP/Agreement Schedule**

<u>Event</u>	<u>Date of Event</u>
RFP Available to the public.....	April 14, 2010
RFP Conference @ 2:00 p.m at Sr. Center, 310 N. Locust, Visalia.....	April 28, 2010
RFP due at 3:00 pm at 707 W Acequia, Visalia.....	Monday, May 10, 2010
<i>Short list established and vendors notified.....</i>	<i>May 14, 2010</i>
<i>Interviews/Presentations with short-listed vendors (if required).....</i>	<i>May 19, 2010</i>
<i>Award of Contract @ City Council Meeting.....</i>	<i>June 7, 2010</i>
<i>Contract Begins.....</i>	<i>July 1, 2010</i>

*Italicized items and dates are at the City's option. The City reserves the right to award contract solely on the basis of proposal content.*

**III. SCOPE OF SERVICES**

**A. Required Product / Services to be Provided by Contractor**

The contractor shall furnish all food, labor and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 55 years of age and older. The quality of food is expected to be of such condition as to be pleasing, appetizing, palatable, and of such color, texture, size and shape as is appropriate to the food items served.

Alternate proposals that allow the contractor use of the City's kitchen facility to prepare and deliver meals will also be considered.

**Number of Meals and Days of Service**

The contractor will prepare 45-100 congregate meals per day Monday through Friday except on holidays designated by the City. The City will give an exact number for daily preparation. The number of requested meals may be below these numbers. Meals per day may increase to approximately 150 meals per day for Thanksgiving, Christmas and other special events. Contractor shall supply pricing based on City serving meals and based on Contractor serving meals.

Meals shall be provided Monday through Friday with the exception of the following City holidays:

January 1	New Years Day
3 <sup>rd</sup> Monday in January	Martin Luther King, Jr. Day
3 <sup>rd</sup> Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
1 <sup>st</sup> Monday in September	Labor Day
November 11	Veterans' Day
4 <sup>th</sup> Thursday in November	Thanksgiving Day
The Friday after Thanksgiving	
December 25 <sup>th</sup>	Christmas Day

A list of observed holidays will be provided to the supplier by January 1<sup>st</sup> of each year of the agreement. The City reserves the right to cancel meal service on additional days providing thirty (30) days notice to the vendor.

### **Delivery**

1. Meals prepared off-site shall be delivered to the Visalia Senior Center located at 310 N. Locust no earlier than 10:15 a.m., and no later than 11:30 a.m.
2. The City may change the days and time of delivery and service by giving the contractor seven (7) days notice.
3. Meals will be ordered on a daily basis. The meal order will be emailed or faxed to the contractor prior to 2:00 p.m. the day proceeding the delivery day.
4. The contractor shall deliver the meals no more than twenty (20) minutes prior to or twenty (20) minutes after the agreed upon serving time.
5. The City reserves the right to require the contractor to deliver food on all holidays that food service is needed.
6. City shall serve foods for congregate meals within two (2) hours after food preparation has been completed.
7. Contractor's staff must wear appropriate identification when delivering food.

### **Delivery Standards for Off Site Preparation**

1. Meals are to be delivered in bulk pre-packed servings. The City shall provide all serving trays and utensils, warming, refrigerating and freezing equipment at the site, for the maintenance of proper temperatures as specified herein, and shall provide servicing of the equipment and/or replacement.
2. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage and/or insect infestation. Hot foods are to be delivered at a minimum temperature of 145 degrees Fahrenheit and cold foods at a maximum temperature of 40 degrees Fahrenheit. Frozen foods must be kept frozen. These temperatures must be maintained until serving time. The contractor and City's food services manager must take temperature of meals daily at the end of production/packaging and on delivery at the nutrition site. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packaging. Daily written documentation of temperature logging/monitoring must be kept by contractor and will be subject to audit by the City of Visalia.



3. Meals must be delivered in refrigerated trucks and/or approved for bulk insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local Health Department regulations.
4. Food shortages and/or spoiled foods which are reported to the contractor by the agreed upon time of delivery must be replaced within one hour of notification or the agreed upon deduction schedule will be utilized.
5. The City may require replacement of any cold food which is received on site above 40°F and any hot food that falls below 140°F
6. Food and supplies must be packed and handled in a sanitary manner so as to assure absence of contamination and spillage.
7. Packaging of food for delivery to the site will be negotiated as mutually acceptable by the contractor and the City.
8. The contractor shall be responsible for the cleaning and care of equipment returned to the contractor at the end of each day or the following day.
9. The City shall rinse serving pans and place into the carrier for pick up.
10. The contractor shall place food in areas designated by City's food services manager.
11. Food shall be in transport no longer than 60 minutes.
12. Food shall be kept in heat retaining equipment no longer than 120 minutes prior to serving.
13. Each delivery shall be accompanied by a delivery slip, in duplicate designating the number of meals and supplies delivered. The City's food services manager will sign receipt, if in order, and one copy shall be left with the site.
14. Instructions shall be attached to each food product delivered indicating number of servings, size of serving, and size of utensil to be used in serving.
15. The meals will be served by the City's food services manager and trained volunteers. Contractor is to provide portion instructions (example: thirty servings using ½ cup scoops).
16. Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole, shall be pre-scored by the contractor for the appropriate number of servings.
17. The contractor will prepare a quantity of food necessary to assure that shortages do not occur due to minor serving errors.
18. All delivery equipment belonging to contractor shall be removed from the meal location by the next day. The City will not be responsible after this time.
19. The contractor shall provide a backup delivery system to be used in the event of vehicle breakdown.
20. The contractor shall comply with all Federal, State, and local health Department laws and regulations.
21. The contractor shall provide the City with a current copy of the health certificate and any corrected deficiencies with bid.
22. To assure that meals are prepared in a safe, sanitary environment, in compliance with the California Health and Safety Code, the contractor must have a qualified food service manager or part-time

registered dietician (20 hours/week) on staff who will assure that the meals are prepared in a safe and sanitary condition throughout meal service operation.

23. Authorized representatives of the City and/or County shall have the right to inspect food preparation, storage and packaging sites during the term of the contract.

### **Meal Standards**

1. The City may make a chemical analysis of any food delivered by the contractor at any time. The contractor agrees to cooperate in having the analysis made. If the analysis discloses that the food does not comply with the required meal specifications, the contractor shall be liable for the cost of this analysis, and meals served to seniors out of compliance.
2. The contractor shall be liable for meals that do not meet the nutritional standards and requirements or are spoiled or unwholesome at time of delivery, or are incomplete, or insufficient in number ordered, or are delivered after the time specified by the City. In the event the contractor fails to deliver meals, other foods, or supplies as agreed upon, the City may provide a substitute meal with emergency supplies or meals purchased from other places and charge the cost of the purchased meal to the contractor. The replacement cost shall not exceed 150% of the catered meal cost.
3. If any portion of a meal, other than the entrée, is delivered in an unacceptable condition such as incorrect temperature (potentially hazardous), less than contracted portion, spoiled or too late, the contractor shall be liable for the cost of that portion. If the entrée is unacceptable, the contractor shall be liable for the cost of the entire meal. In order to ensure conformance to the above, the delivery driver shall remain at the site until the food is checked by the City's food services manager. All shortages shall be noted on the delivery slip for proper crediting.

### **Menu Planning and Writing**

1. Contractor shall incorporate principles of the U.S. Dietary Guidelines for Americans, (DGA), (Fifth edition, 2000), published by the USDA and the U.S. Department of Health and Human Services, and meet the Dietary Reference Intakes (DRI) in preparing the meals. Each daily meal pattern shall meet the minimum one-third (1/3) of the daily DRI requirement.
2. The contractor and the City will work together to schedule menus up to 3 months in advance, the contractor shall be responsible for writing the menu with input from the City's food services manager. This includes those special meals (e.g. holiday and special event meals) that can be predicted. Non-scheduled special event meals will be planned, and the price per meal cost negotiated on a case-by-case basis. Special meals (holidays) and banquets or other special food service requests may be scheduled by mutual agreement between the supplier and the City. Any additional costs for this service must be pre-approved by the City.
3. The attached menu format must be used. If another format is used, serving sizes of each menu item must be included on menu.
4. The City shall be responsible for typing, duplication and distribution of the menu.
5. All menu substitutions by the contractor shall be submitted in writing for approval by the City at least two (2) days prior to serving date. The contractor may, however, in an emergency situation, make menu substitutions on verbal approval of the City's food services manager with a Substitution Slip to follow for documentation.
6. Provisions shall be made by the contractor to provide in-service training regarding food sanitation and safety for their food service staff. Documentation of such training shall be submitted to the City.

7. Meal assessments shall be conducted by the City on an on-going basis. The contractor shall work with the City to comply with reasonable requests for changes in food type, preparation method and quality. Records will be maintained by the City's food services manager documenting the quality of food and service received from the contractor. These records will be made available to the contractor upon request.

**Meal Pattern Specifications**

Contractor shall incorporate principles of the U.S. Dietary Guidelines for Americans, (DGA), (Fifth edition, 2000), published by the USDA and the U.S. Department of Health and Human Services, and meet the Dietary Reference Intakes (DRI) in preparing the meals. Each daily meal pattern shall meet the minimum one-third (1/3) of the daily DRI requirement. When preparing the meals which include increasing the use of complex carbohydrates and high fiber foods, and decreasing use of high fat and high sodium foods; such as, meal flavorings, stocks, low-fat sauces, cheeses and gravies. The baking, boiling and steaming of foods is strongly recommended over deep-frying. Keep total fat intake between 20 to 35 percent calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids such as fish, nuts, and vegetable oil.

Menus must be written for at least a 5-week cycle and should be modified seasonally. Contractor will provide a detailed nutritional meal analysis that complies with the dietary guidelines and DRI nutrition requirements and for recommendation to meet Target Nutrients as demonstrated in Table 1 and specified for the Elderly Nutrition Program, (ENP). Analysis shall be completed for each weekly meal plan and shall be reviewed and approved in advance by either Contractor's dietitian or City of Visalia Senior Center Coordinator. If a nutritional analysis is not feasible then component menu planning may be acceptable (reference Table 2).

1. Each meal must contain a minimum of two (2) ounces of cooked, edible lean meat or alternative as specified below:
  - a. Meat, fish, poultry, eggs, or cheese (or combination thereof) must provide at least 14 grams of protein.
  - b. Ground beef shall not have a fat content in excess of 20% and may be used in entrees no more than twice a week.
  - c. Roast meat, steak, or chops must be served once per week.
  - d. Poultry must be served a least once per week (necks or wings may not be used).
  - e. Ham meals shall be ham-flat, boneless, semi-day, and 95% fat free. And served not more than once per week.
  - f. Legumes such as lima, kidney, navy, black, pinto or garbanzo beans, lentils, black eyed peas and soybeans should not be counted as both vegetable and protein and should be served as often as possible in accordance with participant acceptance.
  - g. Meats shall be fresh or frozen and shall have been slaughtered, processed, manufactured and packaged in plants operated under USDA Inspection Program and bear an appropriate seal.
  - h. Food substitutions to meals originally planned and approved meet the equal nutritional requirements and prior notice must be given to the KTAAA- Nutrition Program office.
  - i. Minimum grading requirements for all grade cuts are as follows:

Beef	USDA Choice
Lamb	USDA Choice
Variety Meats	Grade No. 1 from USDA inspected plants
Poultry	Longmont + 460 or Bilmar 601 or equivalent

Fish/Seafood	Fresh or frozen provided that frozen items are a nationally distributed brand, packed under continuous inspection of the US Dept of Interior
Cheese	USDA Grade "A" non-processed cheese
Eggs	USDA or State Graded "A"

- j. Breaded food portions shall contain no more than one ounce of breading in addition to the 2 ounces protein portion required. Breaded food items shall be provided not more than once per week.
  - k. Gravies and sauced served with entrée items must be prepared using low-sodium base.
2. Each meal must contain a minimum of two (2) ½ cup servings of vegetables, green salad portion size (1 cup / 8 Ounces), and one (1) ½ cup serving of fruit and as specified:
    - a. Fresh, frozen or canned
    - b. Food high in Vitamin A must provide 300 micrograms three times a week for a 5-day meal pattern and 4 times a week for a 7-day meal pattern.
    - c. Same like vegetables should not be served on more that two days per week. Every effort will be made to serve different vegetables in each weekly meal package.
  3. Each meal must contain two (2) servings grains or enriched bread (1 oz), or bread alternate. Pasta or rice must contain ½ cup serving portion. At least half of the grains must be whole varieties distributed through each week.
  4. Each meal shall contain eight (8) ounces of fortified fat-free milk, low fat, or buttermilk such as, skim, 1% or 2% milk or equivalent. Non-fat dry milk must not be reconstituted and repackaged as part of the meal package.
  5. Each meal shall contain at least two (2) one-half (½ ) cup of servings, drained weight or volume, of different vegetables or fruits or their juices, can be cooked, frozen or canned drained fruit or ½ cup of 100% fruit juice can be counted as a fruit serving.
    - a. Frozen, or canned fruit should be packed in juice or light syrup, or without sugar.
  6. Meal may contain optional one-half (1/2) cup serving of a dessert or equivalent, not to exceed to un-fruitd desserts per week, fruit can be counted as a dessert serving

**Table 1 – Target Nutrient**

<b>Nutrient</b>	<b>Target * Value Per meal</b>	<b>Daily Compliance Range</b>
Calories (Kcal)	>550 Kcal	> 550-700 Kcal
Protein	14 grams	14 grams (in the entrée)
Fat (% of total calories)	30%	<35% weekly average
Vitamin A (ug)	250 ug	>250 ug 3 out of 5 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B6 (ug)	0.5 mg	>0.5 mg
Vitamin B12 (ug) **	0.8 ug	0.8 ug**
Calcium (mg)	400 mg	>400 mg
Magnesium (mg)	140 mg	>140 mg
Zinc (mg)**	2.6 mg	>2.6 mg **
Sodium (mg)	< 800 mg	<1,200 mg (over 1,000 place an icon on the menu)
Fiber (gm)	> 7 gm	> 7 gm
Potassium (gm) **	1565 mg	1565 gm**
Vitamin D	200 IU	200 IU
Vitamin E**	5 IU	Education**

- \* Target Value: This value represents one-third of the DRI for a 1600-calorie range. The 1600 calorie range was chosen based on the requirements for a 70-year old sedentary female.
- \*\* If these elements are not provided to the level noted as a weekly average, the program must educate the participants on how to obtain these elements. This can be recognized from the weekly meal nutrition analysis.

Note: Fortified foods should be used to meet vitamin B12 needs.

**Table 2 - Component Menu Planning  
State of California Component Meal Pattern  
Required Elements**

<b>Food Group</b>	<b>Required servings per meal</b>	<b>Serving sizes for 1600 calorie level</b>
Lean meat or bean	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1.3 – 2 servings	½ cup = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain	1.7 – 2 servings	1 slices Bread = 1 serving ½ cup of rice or pasta = 1 serving
Milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets use fruit	Select foods high in fiber and low in fat and sugar

- The number of servings per meal estimates provision of 1/3 of the DRIs.

The contractor must keep, on file, specification sheets showing nutrient content of purchased prepared foods.

## **Supplies and Specification Procedures**

It will be the contractor's responsibility to provide adequate supplies for a minimum of one week of meal service to be maintained at the center. City shall make available 5 compartment plastic trays and silverware for use. Contractor is to provide applicable disposable and non-disposable service products, e.g. cups, bowls. Items are to be disposable, to be single service only, not re-usable, dispensed and handled according to manufacturer's directions. The cost of the supplies for congregate meal service will be included in the overall meal charge. The contractor shall supply order forms and the City will monitor supply usage and place orders when needed.

Disposable Specifications:

Mobile or equivalent 9-1/2 x 12 laminated foam tray, 6 compartments.

Utensils – heavyweight – knife, fork, middleweight spoon, soup spoon, polypropylene 6 inch cutlery

Soup bowls – 10 oz. utility bowl, 10 oz. squat container with lid

Souffle cups – only poly-lined or plastic solo or equivalent, 5.5 oz with lids

Napkins – white, dinner napkin

Dessert plates – light or medium weight, 6-inch diameter, paper

It will be the contractor's responsibility to supply the site with disposable plastic gloves, plastic aprons, hairnets, paper cups and other supplies as needed. These will be maintained at the food site and replaced by the contractor upon request via order form from the City's food services manager.

Evaluation of Supplier: The City shall evaluate the contractor's performance to determine if the Agreement is in compliance with requirements.

## **Receipt, Payment, and Invoice Procedures**

1. The contractor shall issue daily delivery receipts to the food site.
2. After the close of each month, the contractor will furnish to the City an invoice of meals ordered by the program, the previous month. The City will pay such invoices for the prior month within 30 days of receipt of same invoice or as agreed between the contractor and the City.

## **Deduction Procedure**

The contractor shall deliver meals consistent with the standards listed in the RFP. The City shall not be required to pay for food or service not meeting, in the City's opinion, the specifications discussed in this RFP. Substandard meals may include, but are not limited to, under-sized portions, missing items, over-cooked items, poor quality food items and burnt food. Food may be procured by the City from alternate sources at the contractor's expense if the contractor fails to deliver meals, portions of meals or suitable meals. The City has the right to deduct from fees paid to the contractor the cost of food and preparation necessary to replace these meals (up to 150% of the catered meal cost). Even if deductions are made for missing or substandard meals, these situations are considered unacceptable.

The nutrition site shall be assumed correct on shortages unless the contractor proves them wrong. All calls regarding shortages and food replacement will be communicated by the City's food service manager.

If the shortage is found or an item from the menu is missing, and those items are not delivered to the City by service time, the agreed upon deduction amounts will be credited by the contractor for the missing items or portions. Contractor must submit deduction schedule with proposal. Note: If the contractor fails to submit a

method for calculating credits, the contractor agrees that there will be no payment for meal shortages, or meals not otherwise meeting specifications, even if the provided items are used by the City.

### **Performance Bond Requirement**

Within ten (10) calendar days after the notice of award to the Contractor, the successful Proposer will be required to furnish to the City of Visalia, at the Proposers own expense, a Performance Bond in the amount equal to ten percent (10%) of the annual contract cost as a guarantee of good faith on behalf of the Proposer that they will abide by said terms and that they shall fully and faithfully perform any and all obligations and duties imposed by said contract. The bond shall remain in full force and effect during the full term of the agreement.

### **Emergency Procedures**

It is the responsibility of the City and the contractor to notify each other prior to 9:00 a.m. of a site closing due to hazardous weather or conditions. Any food already prepared will be promptly frozen or refrigerated and, if appropriate, that day's menu will be substituted for the following day's menu. If food is lost due to closings, the financial burden lies with the contractor, not the City, if the appropriate procedures for closings have been followed.

## **B. City Responsibilities**

- Compensate the consultant as provided in the contract agreement.
- Provide a "City Representative" who will represent the City and who will work with the consultant in carrying out the provisions of the RFP. The Consultant shall communicate with the City representative who will provide the following services:
  - ❖ Work with the vendor in the planning of menus and approve menus based on the requirements listed in this RFP.
  - ❖ Copy and distribute menus to the Senior Center clientele.
  - ❖ \*Once food is accepted by the City's Food Service Manager, food will be stored appropriately to ensure that temperatures are maintained.
  - ❖ \*City staff and volunteers shall serve meals to our clientele consistent with portions and instructions supplied by vendor.
  - ❖ \*The Food Service Manager will maintain appropriate temperature logs, daily delivery slips and other documentation related to the administration of the Senior Meal Program.
  - ❖ \*City staff will notify Vendor when supplies are needed and shall complete the necessary order forms for supplies. City shall further secure meal program supplies to ensure that supplies are used only in conjunction with the Senior Meal Program.
- Examine documents submitted to the City by the Consultant and timely render decisions pertaining thereto.
- Give reasonably prompt consideration to all matters submitted by the Consultant for approval to the end that there will be no substantial delays in the Consultant's program of work.

\*May not apply if contractor prepares meals on site and/or serves the daily meal as part of the contract.

## **IV. PROPOSAL CONTENT AND FORMAT REQUIREMENTS**

The following are proposal requirements. Respondents are requested to organize their proposal into sections with tabs corresponding to the listed selection criteria as follows. You must answer the following questions in the same sequence as below. A screening committee will evaluate the completeness of the response to the RFP.

The names and addresses of any sub-contractor or associate proposed to be used to complete any of the phases shall be stated in the proposal. State the capacity they would be used in and the approximate percentage of total services they would provide.

## **A. General Information**

- Company name, address, telephone number and fax number.
- Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone and fax numbers if different from above.
- Specify type of organization (individual, partnership or corporation) and if applicable indicate whether you are:
  - a. Small Business.
  - b. Disadvantaged Business.
  - c. Minority and/or Women-Owned Business.
- Provide your Federal Tax ID Number and City of Visalia Business Tax Certificate Number.
- Names of company's owners / officers.
- Managers of the Proposer's Company must be identified in the proposal with their background and the firm must give assurances of continuity of its management personnel. A contact person needs to be identified.

## **B. Proposed Program Approach**

Summarize your approach and understanding of the program and any special considerations the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the City's meal program.

In addition, this section shall address of the following:

1. Describe method of preparation, delivery and service.
  - a. Prepare meals off site and deliver to the center (in bulk) for City staff to serve.
  - b. Prepare meals in the Senior Center Kitchen contractor serves meals.
2. Briefly describe experience with Senior Nutrition Program and/or other catering contracts.
3. Briefly describe current business and length of time in business.
4. Briefly describe Quality Assurance Program.
5. Attach a copy of QA Customer Questionnaire currently in use.
6. Location of kitchen and transport equipment.
7. List of equipment you plan to use to transport food, method used to keep hot food hot and cold food cold.
8. Capability to provide service – kitchen size, staffing
9. Attach a sample one month menu in a format similar to the one attached.

Exceptions to the requirements of the RFP should be clearly delineated in this section. The information in this section will aid the City in the refinement of the scope of work during contract negotiations.



## C. Staff Qualifications and Related Experience

### 1. Staff Qualifications and Experience

This section should demonstrate the qualifications of all management personnel and nutritionist to be assigned to this program by providing resumes/experience summaries describing their education, credentials, certifications, related experience and their proposed roles for this contract. Note: Contractor may not substitute any member of the project team without prior written approval of the City.

### 2. Related Experience

Include descriptive information concerning the experience of your company. Include information about current and previous contracts that might be comparable, including the size, type of contract, and the scope of services provided. In addition, provide references for the three (3) most comparable contracts for which your firm has provided, or currently is providing, similar services.

Provide the following information for each contract:

- Name of organization providing service to
- Location
- Name of owner
- Name of owner's contact person and telephone number (contact person, who, at the time of RFP submittal, will be employed by the owner)
- Brief description of service you are providing

Note: The City of Visalia or a representative may visit and sample these meals

## D. Proposed Fee Structure

Provide proposed fees and cost information in the following format:

- Congregate Meal (prepared off site, delivered to Senior Center) \$\_\_\_\_\_per meal
- Congregate Meal (prepared off site, delivered and served by contractor) \$\_\_\_\_\_per meal
- Contractor prepares meals on-site (and serves) to service this contract only \$\_\_\_\_\_per meal
- Contractor has use of City's kitchen to prepare meals for this program and other contracts \$\_\_\_\_\_per meal

In addition, a method must be offered of calculating credits for meals and/or meal items ordered but not provided by the contractor (shortages, omissions, meals not servable or otherwise not meeting specifications). Note: If the proposer fails to submit a method for calculating credits, the contractor agrees that there will be no payment for meal shortages, or meals not otherwise meeting specifications, even if the provided items are used by the City.

Proposers should review the requirements of this RFP and address all services in this fee schedule. Proposers should endeavor to provide a comprehensive, fee schedule, as the City will not include compensation in the contract for items not addressed. The actual scope of services and fees included in the contract may be negotiated and may vary to satisfy the City's actual needs.

## E. Conflict of Interest

- Disclose any financial, business or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.
- List current clients who may have a financial interest in the outcome of the project.

## V. CONSULTANT SELECTION PROCEDURE

Selection of the successful proposal shall be generally based on the information provided by the Vendors in response to the Request for Proposals and any subsequent interviews that may be conducted. *Interviews will be held solely at the option and discretion of the City of Visalia.* Proposers may be asked to provide meal samples, not to exceed five (5) meals. Such samples will be provided at the cost of the bidder. The process for selection shall occur in the following sequence:

- Review Proposals
- Establish a “short list” of three or more firms
- Interview “short-listed” firms (at the option and discretion of the City)
- Identify best qualified firm
- Negotiate a fee and/or the scope of services to be provided
- Award contract

A project Selection Committee, as deemed necessary, will be formed to evaluate the proposals and to make recommendation to the Visalia City Council. This committee may consist of representatives of the user department, members of the community, members of the Council and the Administrative Services Department, and may include a representative knowledgeable in senior meals from outside of the community. Composition and creation of this committee, should one be formed, is at the sole discretion of the City. Names of the Committee members, should one be formed, will not be released prior to the time for interviews.

The Committee will review the proposals for format to ensure conformance with the requirements of the RFP and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The City does not guarantee that an interview will take place, thus reserving the right to select a contractor based solely on the information provided in the proposals received in response to the RFP. *Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.*

### A. Criteria

The Committee will address the following criteria in evaluation of proposals in order to gauge the ability of a contractor to perform the contract as specified. The same general criteria will be used to judge both the proposal and the presentation, should the City choose to conduct interviews with short-listed firms.

Criteria	As Demonstrated By	Criteria Weight
Merit of Proposal/ Presentation	Proposal thoroughness & approach; Ability to comply with State requirements.	20
Knowledge & Expertise	Capability of personnel, firm qualifications and experience in food service.	25
Record of Past Performance	Proven Competency-references from previous or current customers; Quality of Product; Ability to work effectively with City staff, other agencies and related parties; Demonstrated ability to perform services required.	25
Cost	Cost of Service	20
Location	Proximity to Commissary; Transportation	10

Prior to the award of contract, the City must be assured that the proposer selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If, during the evaluation process, the City is unable to assure itself of the proposer's ability to perform under the contract, if awarded, the City has the option of requesting from the proposer, any information that the City deems necessary to determine the proposer's capabilities. If such information is required, the proposer will be notified and will be permitted seven (7) working days to submit the requested information.

## **B. Background Check**

The City reserves the right to conduct a background inquiry of each proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the proposer consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

## **C. Award of Contract**

The successful firm will be required to execute a contract with the City of Visalia. A Draft Agreement has been included in this RFP to alert proposers to the provisions generally found in City contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the City and without notice to consultant prior to award of contract. The City does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

## **VI. EXAMINATION OF CONTRACT REQUIREMENTS AND ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting a proposal, proposer's must satisfy themselves by personal examination of the proposal requirements and other contract documents, and by any other means as they may believe necessary, as to the actual conditions, requirements, and difficulties under which the work must be performed and to verify any representations made by the City of Visalia, upon which the offeror will rely.

The submission of a proposal shall be considered conclusive evidence that the proposer has carefully investigated all conditions that affect, or may at some future date affect, the performance of services covered by this solicitation, and is satisfied as to the character, quality, and quantities of work to be performed and as to the requirements of the proposal. Submission of a proposal shall also be evidence that the proposer is familiar with directives that in any way affect prosecution of the work or persons engaged or employed in the work.

No proposer shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for satisfactory performance under the contract. If the proposer receives an award as a result of this Request for Proposals, failure to have made such investigations and examinations will in no way relieve the proposer from its obligations to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for claim whatsoever by the proposer for additional compensation. Any errors, omissions, or discrepancies found in the specifications or other contract documents shall be called to the attention of the City and clarified prior to the submission of proposals.

Should the proposer feel there has been a supplemental or oral modification, it shall be his responsibility to verify said modification in writing prior to submission of the proposal.

The contents of the proposal of the successful proposer shall become contractual obligations if procurement action ensues. Failure to accept these obligations in a contractual agreement shall result in cancellation of award.

### **A. Withdrawal of Proposals**

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the receipt of proposals, only by written request for the withdrawal of the proposal filed with the Purchasing Division. The request shall be executed by the proposer or his duly authorized representative. The withdrawal of a proposal does not prejudice the right of the proposer to file a new proposal. No proposal may be withdrawn after the time fixed in the public notice for the receipt of proposals.

### **B. Rejection of Proposals**

The City of Visalia reserves the right to reject any or all proposals; to waive any requirements, both the City's and those proposed by the vendor; to waive any irregularities or informalities in any proposal or the RFP process when it is in the best interest of the City to do so; to negotiate for the modification of any proposal with mutual consent of the proposer; to re-advertise for proposals, if desired; to sit and act as sole judge of the merit and qualifications of

the service offered and; to evaluate in its absolute discretion, the proposal of each vendor, so as to select the vendor which best serves the requirements of the City, thus insuring that the best interest of the City will be served. Proposer's past performance and the City's assurance that each proposer will provide service as proposal, will be taken into consideration when proposals are being evaluated.

The City may make such investigation as it deems necessary to determine the ability of a proposer to furnish the required services, and the proposer will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of a contract and to deliver the services contemplated herein or; the proposal of any proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to the City in the proposer's proposal submission, or at any point in the proposal evaluation process, including any interview conducted, is grounds for rejection of the proposal. In the event that the misrepresentation or falsification is not discovered until after any agreement is awarded, the agreement may be terminated at that time. A determination as to whether a misrepresentation or falsification of the proposal submission is material shall be made solely in the exercise of the City's sound discretion. The City expressly reserves the right to reject the proposal of any proposer who is in default on the payment of taxes, licenses or other moneys due to the City of Visalia.

### **C. Evaluation/Award of Contract**

Evaluation and selection of proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond that sufficient to submit a complete and effective proposal are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

Proposals will be evaluated by a Selection Committee. The City reserves the right to make the selection of a proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the proposer to perform the services set forth herein.

The award, if made, will be made within ninety (90) days from proposal closing date. Proposer agrees and so stipulates in submitting this proposal, as though stated therein, and in any subsequent award of contract that:

1. Contract, should it be awarded, shall be interpreted, construed, and given effect in all respects according to the laws of the State of California.
2. Should proposer be awarded contract, proposer shall not assign contract, or any part thereof, or any moneys due or to become due thereunder, without prior consent of the City.
3. Proposer shall indemnify and hold harmless the City, its officers, officials, employees, and agents from and against all claims, damages, losses, and expenses caused in whole or in part by any negligent act or omission of the proposer, its consultants, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct by the City.
4. Proposer shall hold the City harmless from liability of any nature or kind, including cost and expenses for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract.

## **VII. MEASUREMENT AND PAYMENT**

### **A. Billing and Payments**

Vendor is fully responsible for assuring that all services arising from the agreement are billed the correct and applicable contract rate. The vendor is required to establish and maintain a process to monitor its billing practices and will refund all over-charges that may occur.

In connection with any cash discount offered, time will be computed from the date of complete delivery of the service as specified, or from the date correct invoices are received, if that date is later than the date of delivery. For the purposes of earning the discount, payment is deemed to be made on the date of the mailing of the City check.

## **B. City's Right to Withhold Certain Amounts**

The City may withhold a sufficient amount of any payment otherwise due to the contractor to cover:

- ◆ Work required in the specifications which is not performed or is incomplete or for defective work not remedied.
- ◆ The cost of having the required work done by City forces or others will be charged to the vendor.
- ◆ The City reserves the right to assess a \$100 penalty per incident over and above the cost to correct the unsatisfactory condition for failure to perform any part of the work covered in this contract.

## **VIII. GENERAL CONDITIONS**

### **A. Important Notice**

The City of Visalia will not be responsible for oral interpretations given by any City employee, representative, or others. Proposer's are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the City will attempt to notify all prospective vendors who have secured same. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Division, located at 707 W. Acequia, Visalia, CA 93291, (559) 713-4334 to determine if addendums were issued and to make such addendum a part of the proposal.

### **B. Legal Responsibilities**

All proposals must be submitted, filed, made, and executed in accordance with State of California and Federal laws relating to proposals for contracts of this nature whether the same or expressly referred to herein or not.

By submitting a proposal, Consultant certifies that he or she will comply with all Federal laws and requirements, including but not limited to Equal Employment Opportunity, Disadvantaged Business Enterprise, Labor Protection and other laws and regulations.

### **C. Performance Bond**

Within ten (10) calendar days after the notice of award to the Contractor, the successful Proposer will be required to furnish to the City of Visalia, at the Proposers own expense, a Performance Bond in the amount equal to ten percent (10%) of the annual contract cost as a guarantee of good faith on behalf of the Proposer that they will abide by said terms and that they shall fully and faithfully perform any and all obligations and duties imposed by said contract. The bond shall remain in full force and effect during the full term of the agreement.

### **D. Permits and Licenses**

#### **1. Business License Certificate**

Possession of a City of Visalia Business Tax Certificate is not required to submit a proposal in response to this invitation or if your business is located outside of city limits. *However, Contractor shall be required to possess, at his/her own expense, a valid and current City of Visalia Business Tax Certificate, prior to commencing work if located inside city limits.* Fee is based on gross receipts for all business transactions in the City of Visalia. For additional information, contact the City of Visalia at (559) 713-4326.

#### **2. Professional License**

Consultant is to be licensed in accordance with the California Business and Professions Code and is to possess current professional registration and be licensed to perform work in the State of California.

### 3. Permits

Consultant shall be required to obtain and maintain at his/her own expense, any and all permits, licenses and certifications issued by any federal, state or local governmental agency, pertaining to, and necessary for providing the services required in this Request for Proposals.

## E. Insurance

### Indemnification and Insurance

As respects acts, errors, or omissions in the performance of services, VENDOR agrees to indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or consequential damages arising directly out of Vendor's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligence of CITY.

CITY agrees to indemnify and hold harmless VENDOR, its officers, employees, and designated volunteers from and against any and all losses, defense costs, liability or consequential damages to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, VENDOR agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Vendor's (or Vendor's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.

Without limiting CITY's right to indemnification, it is agreed that VENDOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- Workers' Compensation insurance as required by California statutes.
- Commercial general liability insurance with a combined single limit of not less that One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
- Comprehensive Automobile Liability coverage with a combined single limit of not less that One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City of Visalia, Purchasing Division, 707 W. Acequia, Visalia, CA 93291, with the exception of cancellation for non-payment of premium, in which case ten (10) days notice shall be given"

In addition, the Commercial general liability policy required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

The successful bidder shall maintain the insurance for the life of the contract. Endorsements are to be received and approved by the City before work commences. Should Consultant cease to have insurance as required during any time, all work by Consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
3. Terminate this Agreement.

## **F. Assignment of Contract**

No assignment by the vendor of the contract or any part hereof, or of funds to be received there under, will be binding upon the City unless such assignment had prior written approval and consent of the City. In the event the City gives such consent, the terms and conditions of the agreement shall apply to, and bind the party or parties to whom such work is assigned, sublet or transferred.

## **G. Termination of Contract**

The nature of this services contract requires that the City and the consultant must work closely as a mutually supporting team without conflict. Also, the City needs to be able to terminate this agreement at any time the City may feel this working relationship has been impaired or should the City no longer have complete confidence and satisfaction in the quality and performance of services by the proposer. Therefore:

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least **thirty (30) days** before the effective date of such termination. Should the contract be terminated for convenience, the proposer shall be paid for all authorized services provided, including reasonable charges for de-mobilization. However, the proposer shall not be paid any anticipated profit or fees for services not provided.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least **fifteen (15) days** before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
  1. If the proposer shall fail to provide services or perform satisfactorily the work required by the terms and conditions of the contract, or materially breaches any of its obligations under this agreement the City may terminate the contract, in whole or in part.
  2. Any assignment, subletting or transfer of the interest of the Consultant, either in whole or in part, without the written consent of the City shall be cause for the City to immediately terminate the agreement for default.
  3. Notwithstanding any other provisions of this agreement, this agreement may be terminated by the City upon a single violation of this agreement.

C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of subconsultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

## **H. Right to Require Performance**

The failure of the City at any time to require performance by the proposer of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

## **I. Ethics in Public Contracting**

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the proposer certifies that its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer in connection with the request for proposal; and that it has not conferred on any public employee, public member or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The proposer further certifies that no relationship exists between itself and the City or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City of Visalia.



Prior to the award of any contract, the potential Consultant may be required to certify in writing to the Purchasing Division that no relationship exists between the proposer and any City employee, officer, official or agent that interferes with fair competition or is a conflict of interest with respect to a contract with the City of Visalia.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one proposal for the work solicited may result in rejection of all proposals in which the proposer is believed to have an interest.

## **J. Independent Contractor**

In the performance of the services herein provided for, the Consultant shall be, and is, an independent contractor and is not an agent or employee of the CITY. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder. The Consultant shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

## **K. Equal Employment Opportunity**

During the performance of the contract, proposer agrees to the following:

1. Proposer shall comply with all the requirements, when applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all Federal, State of California, County of Tulare and City of Visalia laws and ordinances related to employment practices.
2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the proposer. The proposer agrees to post in conspicuous places, visible to the employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the proposer, shall state that proposer is an Equal Opportunity Employer.

## **L. Venue**

Any contract resulting from this solicitation shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the contract will be vested in Tulare County, California.

## **M. Proprietary Information**

The proposals received shall become the property of the City of Visalia and are subject to public disclosure. Proposal prices and information submitted by proposer's will be made available to proposer's after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposer's who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be deemed non-responsive.

## **N. Incurring Costs**

The City of Visalia is not liable for any cost incurred by proposers in responding to this Request for Proposals.

**NON-COLLUSION AFFIDAVIT**

To Accompany Proposal

TO: THE CITY OF VISALIA

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done:

RFP No. 09-10-48 Annual Contract for Senior Meal Program

Proposer's Name: \_\_\_\_\_

Signature of Proposer: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

State of California

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public,

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA     )  
  ) ss  
CITY OF VISALIA             )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signing Official: \_\_\_\_\_

Title of Signing Official: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

# EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

## Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The vendor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the vendor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the vendor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
6. The vendor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## Certification on Non-Segregated Facilities

*The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.*

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**CONTRACT FOR SERVICES  
CATERING FOR SENIOR MEALS PROGRAM  
(City of Visalia RFP No. 09-10-48)**

This Agreement, entered into and effective this \_\_\_\_ day of \_\_\_\_\_, **2010**, by and between the City of Visalia, hereinafter referred to as the "CITY", and \_\_\_\_\_ hereinafter referred to as the "VENDOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

**WHEREAS**, VENDOR is an \_\_\_\_\_ (insert individual or entity type) with a primary business address of \_\_\_\_\_ and SSN or EIN: \_\_\_\_\_; and

**WHEREAS**, CITY is a municipal corporation and Charter Law City; and

**WHEREAS**, CITY desires services to prepare and deliver meals for the Senior Nutrition Program, which was let to bid on \_\_\_\_\_ as evidenced by RFP 09-10-48 (the "Project"); and

**WHEREAS**, City of Visalia reviewed and evaluated responses to the Proposal and determined to award a contract to VENDOR for the preparation and delivery of meals for the Senior Nutrition Program; and

**WHEREAS**, VENDOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and VENDOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if VENDOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, VENDOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION OF ATTACHMENT</b>
Attachment 1	City of Visalia RFP 09-10-48, Annual Contract for Senior Meals Program
Attachment 2	Vendor's proposal in response to RFP 09-10-48

3. VENDOR SCOPE OF SERVICES and COMMITMENTS\*:

CONTRACTOR shall provide the following services for the stated compensation ("Scope of Services"):

- A. The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in RFP 09-10-48, for the cost identified in Attachment 2.

B. Additional Services: Incidental work related to the PROJECT and not described in RFP 09-10-48, may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in Attachment 2 - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

C. Awarded Contractor agrees to furnish to the City of Visalia, at the Contractors own expense, a Performance Bond in the amount equal to ten percent (10%) of the annual contract cost as a guarantee of good faith on behalf of the Contractor that they will abide by said terms and that they shall fully and faithfully perform any and all obligations and duties imposed by this contract. The bond shall remain in full force and effect during the full term of the agreement.

4. CITY COMMITMENTS:  
CITY shall perform all tasks described in RFP 09-10-48

5. COMPENSATION:  
CITY shall pay VENDOR compensation for services requested; however, CITY shall pay not more than the following amount under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on the monthly report and similar documents presented by VENDOR to CITY. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

Cost per meals:	\$
Source of Funds:	General Fund (Recreation 50510)
Payment Schedule:	As invoices are received.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

**VENDOR**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for VENDOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR

**CITY OF VISALIA**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
City Attorney  
(DOOLEY, HERR, PELTZER & RICHARDSON, LLP)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
City of Visalia Risk Manager

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
City of Visalia Project Manager

<b>Month &amp; Date</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
<b>ENTRÉE</b> Serving = 3 oz. Cooked, protein portion					
<b>FRUIT/VEGETABLE</b> Serving = 2/day, ½ cup each Vitamin C = 20mg/day (denote with C) Vitamin A = 3x per week (denote with A)					
<b>BREAD/STARCH</b> Serving = ½ cup or 1 each					
<b>MILK, 2%, 1%, skim</b> Serving = 8 fl.oz.					
<b>DESSERT</b>					
<b>MODIFICATIONS FOR HOME DELIVERED MEALS</b>					



**Proposal For**  
Visalia Senior Center

**Purchasing Division**

707 West Acequia  
Visalia CA, 93291

**RFP No. 09-10-48**

Annual Contract to Provide Senior Meals

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**Royal Dining Catering Inc.**

1735 East Houston Avenue  
Visalia, CA 93292-2349  
559-901-4682 Office  
559-624-0305 Fax

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**Contact**

Eddie Condes  
Business Development Manager  
818-308-0098

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Federal Tax ID Number 26-3448018

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**Owners**

Juan Carlos Saucedo  
President  
&  
Orlando Martinez  
Vice President & Executive Chef

**Visalia Kitchen Manager**

Gonzalo Cruz



Royal Dining's executive team is currently well positioned to execute new contracts satisfactorily and key management officials are in place for the foreseeable future.

**Juan Carlos Saucedo**

Has over 18 years of catering/food preparation/kitchen management experience. He spent ten years with Guckenheimer establishing corporate dining facilities across the country. Mr. Saucedo also has business development experience in private restaurants.

**Orlando Martinez**

Has over 30 years experience as an Executive Chef and kitchen manager. Formerly was regional director for El Torrito Restaurants in California for over 10 years.

**Gonzalo Cruz**

Has worked as chef for over 10 years and has over 20 years of kitchen experience.

**Proposed Program Approach**

Royal Dining believes that the Hot Lunch program at the Visalia Senior Center is well within its scope and capabilities. With the knowledge and expertise derived from the collective years of experience in food service and kitchen management by Royal Dining's executives, we confidently submit this proposal.

Providing daily meal services to organizations of all types is our primary line of business. Preparation of meals on site or remotely are both options we can manage appropriately. We are in the practice of continuously maintaining a high quality operation, in terms of both meal and service. We pride ourselves on being able to address the special needs and concerns of participants and staff. Our goal is to revitalize the current meal program and increase participation. We firmly believe that a well balanced and appetizing meal is a cornerstone to a more fulfilling lifestyle.

**Preparation and Delivery** – Only fresh non-frozen ingredients are used in the preparation of meals. Produce and ingredients are procured on a daily basis. All food is made from scratch, including most baked goods. Meals are made at our kitchen located in Visalia. Food is prepared and cooked with the anticipation of serving times and is finished just before the delivery is to start. Meals are placed in hot boxes upon removal from the oven and are prepared for transportation. Meals are delivered in bulk form. Food will be delivered to the center no later than 30 minutes prior to serving to ensure freshness. We would anticipate having center staff available to receive said delivery. Pick up of delivery items can be done after meal time or later in the day, provided that access is available to the center. This arrangement can be negotiated during initial delivery with center staff.

If the City's kitchen is attained by Royal Dining, we anticipate having the freshest of meals available to the senior center. More flexibility with menus and additional offerings can be available. We foresee the possibility of also providing breakfast meals if requested.

**Experience** - Royal Dining's meal program is broad in capability and expansive in offerings. We accommodate all types of locations for meal serving. Having a kitchen is not required. Royal Dining serves 100 schools, in three regions, totaling to over 14,000 meals daily. Our retention rate is high; several of our clients have been with us for many years. In addition to our daily meal program we own and operate a restaurant, bakery and provide full service catering for both social and corporate events. Types of organizations we have serviced include senior centers, schools, homeless shelters and film & television productions concurrently. Royal Dining services many schools of varying sizes. We have schools with as little as 35 students in the program as well as larger schools such as Gertz-Ressler High in Los Angeles that has 800 Students. We service schools with these varying meal counts daily. We specialize in customizable meal program. Royal Dining has no two customers that are alike. Our customers all have individual needs and tastes which we build a program around. This service model, as well as the close and warm partnership we develop with our clients, has helped us retain and expand our customer base.

**Business and Length of Time in Business** – Royal Dining's core business is meal programs for schools. Currently we service the majority of charter schools in the Greater Los Angeles area with more coming onboard in the fall. We have experienced tremendous growth over the past 6 years and as a result have expanded into the Central Valley and Phoenix AZ metro area.

**Quality Assurance** – The three major tenets of HACCP Kitchen Operations\*: Sanitation, Temperature Control and Standard Operating Procedures are embodied into our daily production practices and govern every phase of food production – receiving, preparation, cooking, transportation (when applicable) and campus service. We emphasize team accountability for preventing food-borne illness and bacterial cross-contamination.

Meal shortages, non-servable meals or meals not meeting acceptability standards will not be charged to your center. Our company strives for 100% satisfaction and has implemented continuous improvement practices as part of our overall Quality Assurance program.

*\*HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.*

**Record Keeping** - Daily production and transportation records are meticulously maintained. A copy of the transportation record is always given to the client site for their files. All records are kept for minimum of three (3) years for future audits.

**Survey** - Please see attached survey.

**Location on Kitchen and Transportation Equipment** – The Kitchen is located at 1735 East Houston Avenue Visalia, CA 93292-2349. This is the address of our kitchen, storage facility for our transportation vehicles and all other equipment. Phone number is 559-901-4682 Direct and 559-624-0305 Fax.

**Transportation Equipment and method** – We employ a fleet of vehicles, some of which are compartmentalized, and temperature controlled to deliver food to sites outside of our immediate service area. Hot items are transported in insulated hot boxes, which feature slotted sides to accommodate multiple bulk serving trays. Cold items are packed on ice, in ice chests. Napkins, plates & utensils are provided with every service.

**Capability to Provide Service** – Our kitchen facility is capable in size and equipment to produce up to 3000 meals per day. Our chef and size of support staff are properly trained and of sufficient experience for this level of production. Royal Dining is fully prepared to manage this account in terms of procurement, production, transportation and delivery of service with no additional assistance.

**Menus and Meal Types** – These are prepared with input from participants. Menus are submitted (2) two weeks prior to the beginning of the month in order to give an opportunity to make any adjustments. Menus that accommodate specific dietary needs are also available. These include: vegetarian, vegan, gluten-free, lactose-free, peanut-free and low protein options. These are on an as needed basis and may be ordered individually at no additional cost. All meals are made as per USDA dietary guidelines for nutrition and portion. These include all required components of a well balanced meal. Meals are prepared and transported in a timely manner to retain appropriate temperature before meal time. Our board certified dietitian works on staff and is continuously scrutinizing transportation records, menus and possible new menu items for compliance. *Please see attached menu.*

**Staff Qualifications and Experience** - Chef - Gonzalo Cruz has gained, in his 2+ years of food service and kitchen management, sufficient knowledge to manage a kitchen of this size. He understands cooking and preparation of hot, cold and baked foods. Also procurement, purchasing, cost controls and staff management. His staff includes food preparation and delivery personnel that are all “SERVE SAFE” certified. He will be directly responsible for overseeing and managing all meals for this account.

Customer Service – A customer service representative, responsible for managing your account, will be assigned to your school. Meal counts, special requests, menu planning and all other daily management concerns will be coordinated through this representative.

Dietician – Dr. Josephine Martins is a registered dietitian with extensive experience nutrition education and public policy program evaluation. *Please see attached resume for further history and details.*

**Related Experience** – Royal Dining has grown in stride with the charter school movement in the Greater Los Angeles area. We now provide service to two thirds (2/3) of the charter schools in the area. A large portion of the growth has been through word of mouth referrals. We are especial proud of this fact as we feel it speaks highly of our quality of food and service.

**References** – Listed below are clients currently working with Royal Dining.

ESAT Charter School, Mr. Lippen – Principal (323) 739 - 0560

2930 Fletcher Drive Los Angeles, CA 90065

Magnolia Charter Schools, Mr. Erol – Executive Director, Magnolia Schools (310) 327 - 2841

555 W Redondo Beach Blvd STE 100 Gardena, CA 90248

La Sierra Military Academy, Mr. Moncada – Principal

(559) 733 - 6963

1735 East Houston Avenue Visalia, CA 93292-2349

**Proposed Fee Structure** – Bellow are the several pricing options.

Congregate Meal - prepared off site and delivered to senior center:	\$3.00
Congregate Meal – Prepared off site, delivered and served by contractor:	\$3.00
Contractor prepares meals on site and serves the meals, this contract only:	\$2.65
Contractor prepares meals on site and serves the meals, this and other contracts:	\$2.65

**Conflict of Interest** – We do not have any association with any one person, group of persons and/or entity that would result in any conflict of interest with regards to this contract. Nor do we expect any of these associations in the future. Royal Dining, if awarded this contract, expects to have gained the position based solely on the merits of this proposal and quality of its meals.

**NON-COLLUSION AFFIDAVIT**

To Accompany Proposal

TO: THE CITY OF VISALIA

The undersigned, in submitting a proposal for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free competition in connection with such contract.

Work to be Done:

RFP No. 09-10-48 Annual Contract for Senior Meal Program

Proposer's Name: JUAN CARLOS SAUCEDO

Signature of Proposer: *Juan Carlos Saucedo*

Title: PRESIDENT

Business Address: 9525 COZYCROFT, CHATSWORTH CA 91311

Place of Residence: 18052 Gresham St., Northridge, CA  
91325

State of California

County of LOS ANGELES

On this 7<sup>TH</sup> day of MAY, 2010 before me, Karen Funes, a Notary Public,

personally appeared Juan Carlos Saucedo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

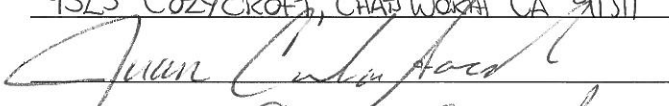
Signature *Karen Funes* (Seal)



**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

STATE OF CALIFORNIA    )  
  ) ss  
CITY OF VISALIA         )

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: ROYAL DINING CATERING  
Business Address: 9525 COZYCROFT, CHATSWORTH CA 91311  
Signature:   
Name of Signing Official: Juan Carlos Saucedo  
Title of Signing Official: President and CEO  
Date: 5-7-10

Company Seal:

## EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

### Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 28925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the contractor agrees as follows:

1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin or political affiliation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The vendor will, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the contractors' commitments under Section 202 of Executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevancy orders of the Secretary of Labor. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the vendor's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the vendor may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
6. The vendor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

### Certification on Non-Segregated Facilities

*The contractor hereby certifies that it does not or will not maintain segregated facilities not permit its employees to work at locations where facilities are segregated on the basis of race, color, religion, gender, national origin or political affiliation.*

Royal Dining Catering  
Name of Firm

*Joan Carlos*  
Authorized Signature

5/7/2010  
Date

**CONTRACT FOR SERVICES  
CATERING FOR SENIOR MEALS PROGRAM  
(City of Visalia RFP No. 09-10-48)**

This Agreement, entered into and effective this 7 day of May, 2010, by and between the City of Visalia, hereinafter referred to as the "CITY", and ROYAL DINING hereinafter referred to as the "VENDOR", "BIDDER", or "SUBRECIPIENT".

RECITALS

**WHEREAS**, VENDOR is an CORPORATION (insert individual or entity type) with a primary business address of 9525 Cozy Creek and SSN or EIN: \_\_\_\_\_; and

**WHEREAS**, CITY is a municipal corporation and Charter Law City; and

**WHEREAS**, CITY desires services to prepare and deliver meals for the Senior Nutrition Program, which was let to bid on \_\_\_\_\_ as evidenced by RFP 09-10-48 (the "Project"); and

**WHEREAS**, City of Visalia reviewed and evaluated responses to the Proposal and determined to award a contract to VENDOR for the preparation and delivery of meals for the Senior Nutrition Program; and

**WHEREAS**, VENDOR represents it is licensed, qualified and willing to complete the Project pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and VENDOR agree as follows:

1. TERM:

The term of this Agreement shall commence on the Effective Date and expire upon completion of all obligations of the parties, unless earlier terminated by the parties. The indemnification and defense provisions shall survive expiration and termination. Suspension or termination of this Agreement may occur if VENDOR materially fails to comply with any term of the award. Additionally, this Agreement may be terminated for convenience. In the event of termination or expiration of this Agreement, VENDOR shall transfer to CITY any funds and/or accounts receivable on hand attributable to the use of CITY funds.

2. ATTACHMENTS INCORPORATED:

The following are attachments for this Agreement. Said attachments are incorporated into this Agreement as if included in full in the body:

<b>ATTACHMENT NO.</b>	<b>DESCRIPTION OF ATTACHMENT</b>
Attachment 1	City of Visalia RFP 09-10-48, Annual Contract for Senior Meals Program
Attachment 2	Vendor's proposal in response to RFP 09-10-48

3. VENDOR SCOPE OF SERVICES and COMMITMENTS\*:

CONTRACTOR shall provide the following services for the stated compensation ("Scope of Services"):

- A. The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in RFP 09-10-48, for the cost identified in Attachment 2.



- B. Additional Services: Incidental work related to the PROJECT and not described in RFP 09-10-48, may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in Attachment 2 - Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.
- C. Awarded Contractor agrees to furnish to the City of Visalia, at the Contractors own expense, a Performance Bond in the amount equal to ten percent (10%) of the annual contract cost as a guarantee of good faith on behalf of the Contractor that they will abide by said terms and that they shall fully and faithfully perform any and all obligations and duties imposed by this contract. The bond shall remain in full force and effect during the full term of the agreement.

4. CITY COMMITMENTS:

CITY shall perform all tasks described in RFP 09-10-48

5. COMPENSATION:


CITY shall pay VENDOR compensation for services requested; however, CITY shall pay not more than the following amount under this Agreement, unless otherwise agreed in writing. Such sum shall be expended and paid by CITY on a reimbursement basis for services actually performed based on the monthly report and similar documents presented by VENDOR to CITY. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

Cost per meals:	\$
Source of Funds:	General Fund (Recreation 50510)
Payment Schedule:	As invoices are received.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

**VENDOR**

Dated: 5/7/10

By: 

Authorized Officer: I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute this Agreement for VENDOR in the capacity I have stated, and that such execution is sufficient to bind the CONTRACTOR

**CITY OF VISALIA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney  
(DOOLEY, HERR, PELTZER & RICHARDSON, LLP)

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City of Visalia Risk Manager

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City of Visalia Project Manager



9525 Cozy croft Ave, "M"  
Chatsworth Ca 91311

For delivery Please call (818) 341-8682

**march 2010 Main Menu**

Date	Breakfast	Lunch	Snack
	<i>Served with Fruit, Milk</i>	<i>Served with Milk</i>	<i>Served with Apple Juice</i>
3/1/2010	Banana muffin String Cheese	Chicken and Vegetable Taco Salad Served with Rice	Cinnamon Toast Bar
3/2/2010	Bagel with Cream Cheese	Beef and Vegetable Pasta Casserole with Roll	Scooby Crackers
3/3/2010	Pancakes and sausage	Turkey Sandwich with Veggie Pasta Salad & Fruit	Trix Cereal Bar
3/4/2010	Grilled Cheese on Wheat	B.B.Q Chicken Breast on Bun with Green Salad	Animal Crackers
3/5/2010	Cold Cereal w/ Yogurt & Banana	Ground Beef Chili with Vegetables Over White Rice	Honey Oats Granola Bar
3/8/2010	Blue Berry Muffin with Yogurt	Spaghetti with Meat Sauce Served with Green Salad	Animal Crackers
3/9/2010	Bagel with Cream Cheese	Chicken and Vegetables Taco Salad Served w/ Rice	Scooby Crackers
3/10/2010	Cinnamon French Toast	Turkey, Beans and Cheese Torta Served with Fruit	Gold Fish Crackers
3/11/2010	Egg & Cheese English Muffin	Hot Dog served with Green Salad and Fruit	Cinnamon Toast Bar
3/12/2010	Cold Cereal w/ Yogurt & Banana	Chicken Quesadilla with Rice and Green Salad	Mini Pretzels
3/15/2010	Coffee Cake w/ String Cheese	Chicken and Vegetables Taco Salad Served w/ Rice	Cinnamon Toast Bar
3/16/2010	Bagel with Cream Cheese	Beef and Vegetables Pasta Casserole with Roll	Animal Crackers
3/17/2010	Pancakes with Turkey Sausage	B.B.Q Chicken Tender with Coleslaw and Rice	Gold Fish Crackers
3/18/2010	Fruit Parfait w/ Graham Crackers	Sloppy Joe on Bun with Pineapple Coleslaw	Scooby Crackers
3/19/2010	Cold Cereal w/ Yogurt & Banana	Chicken Pineapple Glazed & Veggie over white Rice	Honey Oats Granola Bar
3/22/2010	Banana Muffin with Yogurt	Chicken Mole with Spanish Rice and Fruit	Animal Crackers
3/23/2010	Bagel with Cream Cheese	Spaghetti and Meat Sauce with Green Salad	Mini Pretzels
3/24/2010	Cinnamon French Toast	Vegetables And Cheese Lasagna with Green Salad	Strawberry Cheerios Bar
3/25/2010	Egg & Cheese English Muffin	Hot Dog Served with Green Salad and Fruit	Scooby Crackers
3/26/2010	Cold Cereal w/ Yogurt & Banana	Chicken Quesadilla with Rice and Green Salad	Honey Oats Granola Bar
3/29/2010	Blue Berry Muffin &String Cheese	Sloppy Joe on Bun with Pineapple Coleslaw	Cinnamon Toast Bar
3/30/2010	Bagel with Cream Cheese	Turkey Breast Mashed Potatoes, Gravy &Corn Bread	Cocoa Puffs Bar
3/31/2010	Pancakes and Turkey Sausage	Beef and Vegetable Pasta Casserole with Roll	Scooby Crackers

## Client Satisfaction Survey Feb 2010

Thank you for participating in the Jan 2010 survey. Your responses are a crucial component to our continuous improvement efforts and we appreciate the time you spend completing the survey.

\* Required

**School Name \***

**What are three items that you would like to see incorporated into your menu?**

**Are you aware of the full range of choices that you can use to create your menu?**

- Yes  
 No  
 Not Sure

**What are three items that you wouldn't mind if they were removed from your menu?**

Choose your three LEAST popular items.

**How frequently do you encounter issues with your service in an average week?**

- 0-1  
 2-3  
 4 or more

**In your most recent contact, how would you rate your client services specialist's ability to help you?**

1 2 3 4 5

Unhelpful      Extremely Helpful

**What can we do to improve your overall experience?**

**Are you aware of your ability to order from our special lunch menu once a month at the same price as your daily meal?**

If Yes, continue to 6, if No skip ahead to 7

- Yes
- No

**How often do you order from our special events menu?**

Answer this question if you provided a Yes response to question 5. Skip if you replied No.

1 2 3 4 5

Once      Five or more

**What primarily has prevented you from ordering from our special events menu**

- Was not aware of this option.
- Did not like food (taste/quality)
- Did not like food (choice)
- Other (Please elaborate)

**Have you observed a rise/no change/decline in lunch participation?**

Please indicate whether you've observed a rise/no change/decline in lunch participation (year to year, beginning of year to now)

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Josephine C. Kannike-Martins  
P. O. Box 8360

Los Angeles, CA 90008

Message: [323] 839-9067; W.: [323] 295-1136  
[imartins@medicurela.org](mailto:imartins@medicurela.org) or [jokannike@aol.com](mailto:jokannike@aol.com)

#### EDUCATION

05/2004 - DOCTOR OF PUBLIC ADMINISTRATION AND ORGANIZATIONAL MANAGEMENT  
University of La Verne, La Verne, California.

4/84 - REGISTRATION RECEIVED FROM THE AMERICAN DIETETIC ASSOCIATION

5/87 - MASTER OF SCIENCE, FOOD SCIENCE AND NUTRITION  
Chapman University, Orange, California.

6/83 - BACHELOR OF SCIENCE, FOOD, NUTRITION AND DIETETICS  
California State University, Los Angeles, California.

#### SUMMARY OF QUALIFICATIONS

- Experienced in Food and Nutrition Education Processes for children, ages infants through high school.
- Experienced in developing Management Systems for the Management and reporting of Government sponsored Child Nutrition Programs
- Experienced in Public Policy Analysis and Program Evaluation.
- Solid program Managerial and Supervisory experience.
- Dedicated, goal driven and hard-working individual.
- Ability to manage multiple tasks in a pressured environment.
- Self-motivated.
- Good interpersonal relationship.

#### PROFESSIONAL SKILLS

##### MANAGERIAL AND SUPERVISORY SKILLS

- Recruited, trained and supervised 20 full- and part time employees.
- Managed organizational wide multi-agency reviews.
- Proved multi-tasking abilities by effectively managed all four components of Child Nutrition Programs (National School Program, Specially Needy Breakfast Program, Child and Adult Care Food Program and Summer Food Service Program) simultaneously.
- Managed Regional office and assumed responsibility for complex program issues.

Josephine C. Kannike-Martins

page 2 of 5

#### INTERPERSONAL AND TEAMWORK SKILLS

- Entrusted to process agency confidential reports.
- Interacted with a wide variety of personalities including program executives while conducting program review and program evaluation.
- Planned and executed team program evaluation.
- Developed training materials and presented at state wide workshops

#### CUSTOMER SERVICE SKILLS

- Interacted with program sponsors and utilized organizational skill to achieve positive program outcomes.
- Delivered excellent customer services by providing technical assistance to school districts and nonprofit agencies.
- Provided Nutrition Education and Training to client institutions.

#### QUANTITATIVE SKILLS

- Developed and maintain expense and revenue reports.
- Developed and implemented action plans for delivery program's success.
- Handled expense reports with account summaries.
- Demonstrated knowledge of and accountability for employee records, daily operations, profit and loss statement, including labor cost analysis.

#### EMPLOYMENT HISTORY:

7/05 – Present: Medi-Cure Health Services, Inc.

CEO/Child Nutrition Consultant

Nutrition & Health Consultant provide much needed technical assistant to Charter Schools in the areas of Child Nutrition Programs. Our services include but not limited to: Program Administration, Program Management, Food Service Operation, Training, Technical Assistance, Program Compliance e.t.c.

11/92- 7/05 California Department of Education (Nutrition Services Division)

Child Nutrition Consultant

Consulted with nonprofit private and public school districts and agencies who are sponsors of the Child Nutrition Programs. Planed, and conducted on-site administrative reviews to determine program compliance with the federal and state regulations. Reviewed program budgets and fiscal records to assure proper fiscal management. Advised governing boards, superintendents, chief business officials or program directors on Child Nutrition Programs management. Educated the public and nonprofit private school districts and agencies on the policies and procedures of the National School Lunch, School Breakfast, Child Care food, Adult Day Care, Special Milk and Commodity Food Programs through on-site training. Analyzed sponsor's procedures and provided consultant services on program management including: equipment and facility planning; cost accounting for food and labor; procurement procedures; record keeping; menu

Josephine C. Kannike-Martins

page 3 of 5

development and nutrient analysis. Assisted Program Sponsors with preparation for Federal Review System (FRS) and participated in FRS reviews. Assisted sponsoring agencies in the selection of personnel, and participated on interview panels.

Provided nutrition and food service education and conducted research in response to public concerns. Identified training needs of sponsors; developed workshop and training materials; provided resource to sponsors, and gave presentations at local and statewide workshops to educate program sponsors. Interpreted and analyzed new regulations or legislation and advised management as required. Testified at appeal or state judicial hearings. Assisted in the field training of new Child Nutrition Consultants and Associate Governmental Program Analysts. Performed administrative duties including: acting as a lead person during the absence of the Regional Manager and assumed responsibilities for more difficult program assistance and management of the regional office. Served as team leader on large reviews for governmental control agencies for assigned sponsors or upon request from sponsors. Participated in special projects for Division's management to carry out goals, objectives and core functions. Other assigned duties.

12/88 - 11/92 Charles R. Drew University Head Start Program

Head Start Program:

Child Nutrition Coordinator/Adjourn Instructor

Developed nutrition component operation procedures, performance standards and component plan for 22 preschool sites. Developed community needs assessment tool, where none existed and structured nutrition education to meet community needs. Developed community outreach Education Program where none existed. Provided nutrition education and counseling to parents and Head Start families. Prepared budget and maintained cost of all food service expenditures. Negotiated and purchased industrial kitchen equipments. Conducted open bid process and negotiated food service contracts. Supervised 15 staff persons including first line manger. Hired food service employees; prepared job descriptions, work schedules and assessed job performances. Designed job specification for the production kitchen, Worked closely with the Architect in the construction of Lela Hayward Nutrition Center.

*Teaching Experience*

Charles Drew University, College of Allied Health

Thought classes in Food Science, Food Service Management and prepare students for the Dietetic Registration Examination.

9/86- 6/89 Compton Community College

*Part-Time Instructor*

Thought classes in: Introduction to Human Nutrition and Food Service Management



Josephine C. Kannike-Martins

Page 4 of 5

ARA Health and Nutritional Service, Inc.

6/87 - 12/88 Food Service Director

Ensured compliance with federal, state and local health regulations as well as Joint Commission and Accreditation of Hospital regulations. Provided in service education to medical, and dietary staff. Managed patients' nutrition care. Worked with physicians and other patient's care management team. Documented all nutrition care in medical records and nutrition care department records. Planned, coordinated, directed and evaluated all food service operations for patients, employees and guest. Maintained communication with the Administrator, other department's heads including medical staff. Supervised 17 dietary personnel including one clinical dietitian. Managed the hospital food service budget. Forecasted expenditure, productivity costs and staff requirements. Other duties as assigned.

5/86 - 6/87 ARA Health and Nutritional Services, Inc.

Food Service Manager/Assistant Director

Responsible for food production, cafeteria service and delivery of food for 144 bed hospital. Managed 15 dietary staff, maintained quality control, inventory and did purchasing for the dietary department. Provided cost accounting, developed menus, forecasted meal production, pre-cost menus, planned, organized and implemented catering services. Interviewed and hired dietary staff. Provided in service and staff training, developed job specification and training procedures. Conducted employee evaluation; did pay roll, weekly operations and month-end reports. Interacted with patients and developed criteria to meet specific patient's needs.

6/84-6/86 Green Valley Medical Group

Food and Nutrition Service Supervisor

Consulted with physicians in regards to patients' care, planned and modified patient's menus. Did nutritional assessment of patients. Counseled patients and family members on dietary requirement and compliance. Supervised seven dietary employees. Participated in patient care meetings and provided individual evaluation of patients (IEP).

#### COMPUTER SKILLS

- Ms word, Office 2000, Excel, PowerPoint, Word Perfect

#### PROFESSIONAL AFFILIATIONS

American Dietetic Association  
California Dietetic Association  
Los Angeles Dietetic Association  
Los Angeles Blacks in Nutrition and dietetics  
School Nutrition Service Association

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9m

**Agenda Item Wording:** Authorize Engineering Staff to apply for Safe Routes to School Program grant and authorize the City Engineer to sign the necessary forms to apply for the Safe Routes to School Program.

**Deadline for Action:** July 15, 2010

**Submitting Department:** Community Development Department

**Contact Name and Phone Number:**

Adam Ennis, Engineering Services Manager, 713-4323  
Chris Tavarez, Management Analyst 713-4540;

**Department Recommendation:** Authorize Engineering Staff to apply for 2010 Cycle 9 Safe Routes to School Program grants and authorize the City Engineer to sign the necessary forms for the Safe Routes to School Program application(s).

**Department Discussion:** The Engineering Department in joint discussions with Visalia Unified School District (VUSD) Staff has begun working on three grant applications for the Safe Routes to School grant program. The projects are listed in order of priority due to perceived benefit from safety enhancements and project delivery feasibility (may be re-prioritized after Council consideration):

1. Enhanced ADA compliant crosswalks with flashing warning beacons:
  - a. Hurley Elementary – at Hurley/Marcin
  - b. Crestwood Elementary – Sunnyside/County Center & Whitendale/University
  - c. Washington Elementary – Bridge/Cypress & Santa Fe & Cypress
  - d. Mountain View Elementary – Court/Beech
  
2. Flashing Warning Beacons with Vehicle Speed Feedback Signs:
  - a. 34 VUSD school locations
  
3. Pedestrian and Bicycle Improvements:
  - a. Fairview Elementary – Quail Drive from Robin to Wren

**For action by:**

- City Council
- Redev. Agency Bd.
- Cap. Impr. Corp.
- VPFA

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): 1 Min.

**Review:**

**Dept. Head** \_\_\_\_\_  
(Initials & date required)

**Finance** 5/27/10-MM  
**City Atty** \_\_\_\_\_  
(Initials & date required or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

City Staff met with VUSD Staff to determine projects that are considered important throughout the public schools in the City. VUSD polled staff at the schools to find out what projects they felt were important for consideration for this Safe Routes to School funding. Engineering staff looked at the requested projects and considered the feasibility due to time and cost constraints of the projects and determined three as noted above as the best candidates at this time for the grant. Throughout the application process both staffs will continue to work together to deliver high quality grant applications. Letters of support will be solicited from School Administration, Visalia Police Department, parents and other community stakeholders.

The Safe Routes to School grants require a 10% match. Currently there are Measure R funds allocated by Council for improving school routes (project 8031), if any of these projects are awarded Staff request that Council authorize the appropriation of Measure R for the match requirement.

Grant applications are due to Caltrans by July 15, 2010.

**Prior Council/Board Actions:** none

**Committee/Commission Review and Actions:** none

**Alternatives:** Not apply for Safe Routes to Schools grants

**Attachments:** Attachment 1 – List of sites for flashing warning beacons/vehicle feedback signs, Location Maps for each grant application (5)

**Recommended Motion (and Alternative Motions if expected):** I move to express support and authorization for the Engineering Staff to apply for Safe Routes to School Program grants for 2010 Cycle 9 and delegate the City Engineer to sign the necessary documents for the Safe Routes to School Grant Application and authorize the appropriation of Measure R for the match requirement.

***Environmental Assessment Status***

**CEQA Review:** n/a

**NEPA Review:** n/a

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*  
none

SITES FOR VEHICLE FEEDBACK SIGNS WITH FLASHING WARNING BEACONS

1. Annie R. Mitchell Elementary
2. Conyer School
3. Cottonwood Creek Elem
4. Crestwood Elem
5. Crowley Elem
6. Divisadero Middle School
7. East Union (mothballed)
8. El Diamante High School
9. Elbow Creek Elem
10. Fairview Elem
11. Four Creeks Elem
12. Golden Oak Elem
13. Golden West High School
14. Goshen Elem
15. Green Acres Middle School
16. Highland Elem
17. Houston Elem
18. Hurley Elem
19. Ivanhoe Elem
20. La Joya Middle School
21. Linwood Elem
22. Manuel F. Hernandez Elem
23. Mineral King Elem
24. Mountain View Elem
25. Mt Whitney High School
26. Oak Grove Elem
27. Pinkham Elem
28. Redwood High School
29. Royal Oaks Elem
30. Sequoia High School
31. Valley Oak Middle School
32. Veva Blunt Elem
33. Washington Elem
34. Willow Glen Elem

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9n

**Agenda Item Wording:** Request authorization to file a Notice of Completion for the Traffic Signal Modification Projects at Demaree Street at Whitendale Avenue and Linwood Street at Walnut Avenue (Project #s 1111-00000-720000-0-9717 and 1611-00000-720000-0-9757).

(Final Cost \$162,813.00)

**Deadline for Action:** none

**Submitting Department:** Community Development Department/  
Engineering Division

**Contact Name and Phone Number:**

Chris Young, Community Development Director, 713-4392,  
Myron Rounsfull, Associate Engineer, 713-4164

**Department Recommendation:** The Community Development Department recommends that authorization be given to file a Notice of Completion for the Traffic Signal Modification Projects at Demaree Street at Whitendale Avenue and Linwood Street at Walnut Avenue (Project #s 1111-00000-720000-0-9717 and 1611-00000-720000-0-9757).

**Summary:** The projects were located at the signalized intersections of Demaree St at Whitendale Ave and Linwood St at Walnut Ave. They included the installation of new poles and mast arms necessary for installing new signal heads with left turn arrow indications in all four directions for left turn protection. All existing incandescent signal indications were replaced with energy efficient LED indications making the traffic signals all-LED, and crosswalks were repainted. Curb returns were also installed or replaced as necessary and installed with ADA-compliant handicap ramps.

The Construction work for the Project was completed by Madco Electric Inc., at a final cost of \$162,813.00. The awarded contract amount for the construction was \$151,215.00.

There were five approved change orders totaling \$11,598.00 (7.7%) applied to this project. The approved changes were:

1. Change Order No. 1 - Additional conduit, wiring, a pull box and concrete work were required to avoid a conflict with a high-pressure gas line and existing underground signal equipment which exact locations were unknown prior to construction. Initially in the planning stages there was thought to be enough space to install the new signal pole

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): 1

**Review:**

**Dept. Head** CY 5/28/10  
(Initials & date required)

**Finance** \_\_\_\_\_  
**City Atty** N/A  
(Initials & date required  
or N/A)

**City Mgr** \_\_\_\_\_  
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

base on the northwest corner, however, after excavation it was found insufficient and some modification of the signal conduits became necessary.

Total Cost of Change Order No. 1: \$7,000.00

2. Change Order No. 2 - At Linwood and Walnut some of the previously existing crosswalk lines were not in the proper locations as per latest State specifications and therefore removed. Staff felt it necessary to upgrade the crosswalks to the newer standards instead of reinstalling to the older non-conforming crosswalk line locations.

Total Cost of Change Order No. 2: \$1,020.00

3. Change Order No. 3 - At Demaree and Whitendale some of the previously existing crosswalk lines were not in the proper locations as per the latest State Specifications and therefore removed. Staff felt it necessary to upgrade the crosswalks to the newer standards instead of reinstalling to the older non-conforming crosswalk line locations.

Total Cost of Change Order No. 3: \$428.00

4. Change Order No. 4 - Consisted of the replacement of damaged traffic induction loops on the northwest corner of Linwood and Walnut. A subcontractor accidentally damaged the unmarked loop return wires while working on the curb returns and sidewalks at this corner. The loop return wires were in a very untypical spot so neither the contractor nor city staff were aware of their location.

Total Cost of Change Order No. 4: \$3,150.00

**Prior Council/Board Actions:** The City Council Awarded the Construction Contract at the July 13, 2009 meeting.

**Committee/Commission Review and Actions:** None

**Alternatives:** None

**Attachments:** Exhibit # 1 - Location Map, Exhibit #2 – Ownership disclosure for contractors and consultants

**Recommended Motion (and Alternative Motions if expected):** I hereby move to authorize filing the Notice of Completion for the Traffic Signal Modification Projects at Demaree Street at Whitendale Avenue and Linwood Street at Walnut Avenue (Project #s 1111-00000-720000-0-9717 and 1611-00000-720000-0-9757)

**Financial Impact**

**Funding Source:**

Account Numbers: 1111-00000-720000-0-9717 and 1611-00000-720000-0-9757

**Budget Recap:**

Total Estimated cost: \$209,000	New Revenue:	\$
Amount Budgeted: \$209,000	Lost Revenue:	\$
New funding required: \$00,000	New Personnel:	\$
Council Policy Change: Yes _____	No <u>X</u>	

Copies of this report have been provided to:

**Environmental Assessment Status**

**CEQA Review:**

Required? Yes  No

Review and Action: Prior:

Required: Cat Exempt – This project is considered routine maintenance at an existing facility

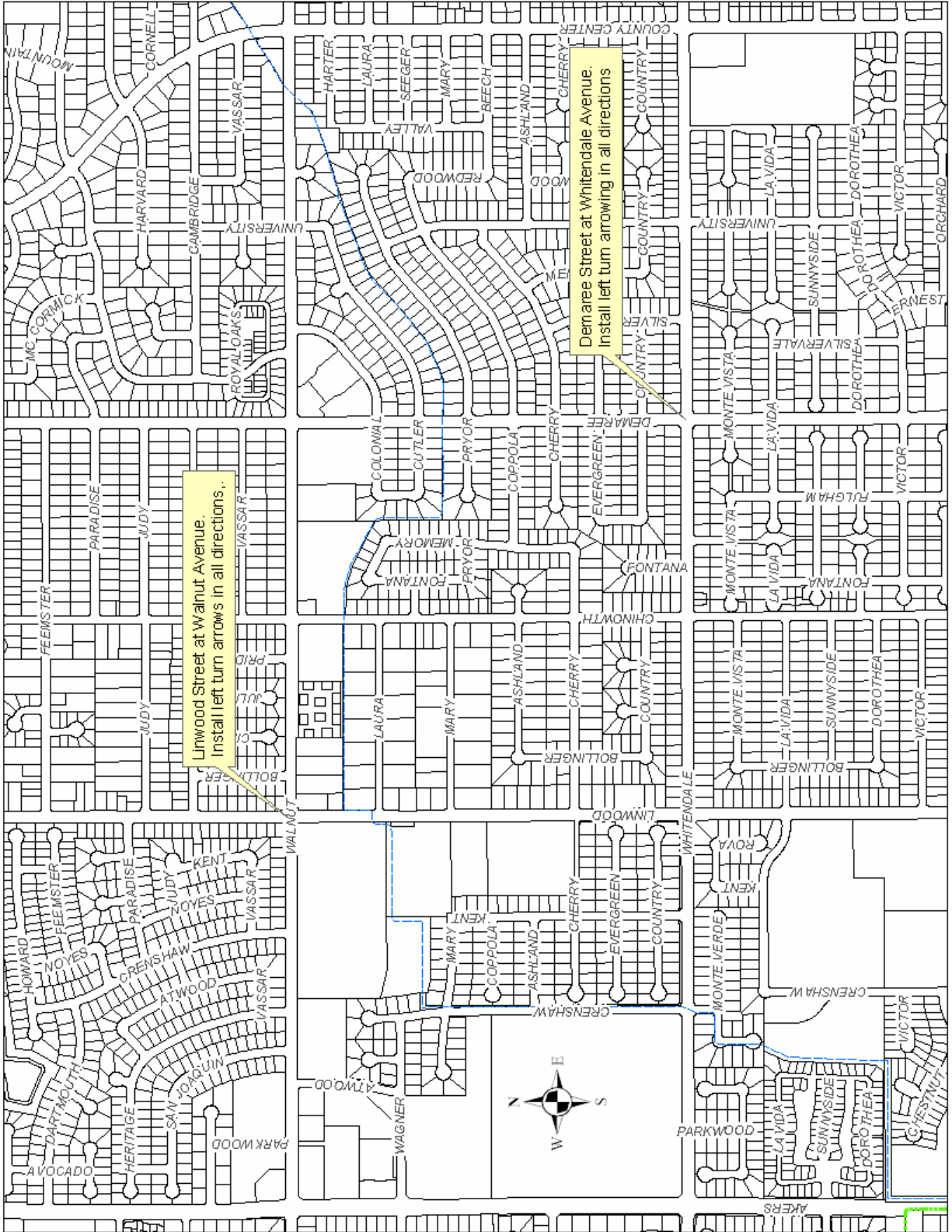
**NEPA Review:**

Required? Yes No

Review and Action: Prior:

Required:

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*



**LOCATION MAP**





CITY OF VISALIA  
Ownership Disclosure for Contractors and  
Consultants  
**NOTICE OF COMPLETION**

**NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:**

Firm Name Madco Electric, Inc.

Firm Address 2135 Front Street, Selma CA 93662-3007

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

**Michael L. Merigian, President**

**Michael L. Merigian,, Treasurer**

**Armando J. Padilla, Secretary**

Submitted by: Name **Myron C. Rounsfull**

Date **May 25, 2010**

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9o

**Agenda Item Wording:** Authorization for the City of Visalia to apply jointly with the County of Tulare for Federal funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the Bureau of Justice Assistance (BJA) and execution of a Memorandum of Understanding (MOU) regarding the grant.

**Deadline for Action:** June 30, 2010

**Submitting Department:** Police

**Contact Name and Phone Number:** Police Chief Colleen Mestas, ext. 4215, Captain Rick Haskill, ext. 4205

**Department Recommendation:** It is recommended that the Council authorize the City of Visalia to continue to participate in a joint grant application with the County of Tulare for a Justice Assistance Grant (JAG) Program and execute the required grant related Memorandum of Understanding between the City and the County. These funds will be used to continue funding two positions with the Tulare County District Attorney's Office who act as liaisons between the Visalia Police Department and Tulare County Superior Court.

**Summary/background:** The JAG Program was proposed to streamline justice funding and grant administration and allows states, tribes and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

The JAG formula includes a state allocation consisting of a minimum base allocation with the remaining amount determined on population and Part 1 violent crime statistics and a direct allocation to units of local government. JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice for any one or more of six purpose areas.

**For action by:**

- City Council
- Redev. Agency Bd.
- Cap. Impr. Corp.
- VPFA

**For placement on which agenda:**

- Work Session
- Closed Session

**Regular Session:**

- Consent Calendar
- Regular Item
- Public Hearing

Est. Time (Min.): 1

**Review:**

**Dept. Head** \_\_\_\_\_

**Finance** \_\_\_\_\_

**City Atty** \_\_\_\_\_  
**(Initials & date required or N/A)**

**City Mgr** \_\_\_\_\_

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

The City of Visalia, jointly with the County of Tulare, is eligible for a disparate Federal allocation of funds in the amount of \$133,429. As a condition of this joint grant to the City of Visalia and the County of Tulare, the individual grant awards between the City and the County needs to be agreed to. Staff from the Police Department and the Sheriff's Department have met and negotiated the use of JAG funds. The Visalia Police Department proposes to use the JAG funds in the amount of \$80,348 to continue funding two positions with the Tulare County District Attorney's Office who act as liaisons between the Visalia Police Department and Tulare County Superior Court. These two on-site personnel review and expedite cases for prosecution, and provide witness coordination services for the Officers subpoenaed to court. The positions are currently funded by a grant that will end early in FY 2010-2011.

The County desires to use its portion of the JAG funds in the amount of \$53,081 to partially fund a school resource officer to rotate among school districts in southern Tulare County

Federal funds received will be paid in a single block grant of \$133,429 and will be placed in a Trust Account by the County designated for the JAG funding purpose. All interest derived from these funds is required to remain within the trust and to be expended specifically for this program. JAG funds will reimburse the City and County general funds for costs of equipment and personnel. The time period for the expenditure of these funds is four years. There is no local match requirement.

The JAG application is due on June 30, 2010.

**Prior Council/Board Actions:** /A

**Committee/Commission Review and Actions:** N/A

**Alternatives:** Deny the application of these Federal funds.

**Attachments:** Interlocal Agreement

**Recommended Motion (and Alternative Motions if expected):**

I move for authorization for the City of Visalia to apply jointly with the County of Tulare for Federal funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the Bureau of Justice Assistance (BJA) and to execute an Interlocal Agreement regarding the grant.

***Environmental Assessment Status***

**CEQA Review: N/A**

**NEPA Review: N/A**

**Tracking Information:** (Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date.)

Copies of this report have been provided to:

**GMS APPLICATION NUMBER: 2010-H4738-CA-DJ**

CITY CLERK  
CONTRACT NO. \_\_\_\_\_

THE STATE OF CALIFORNIA  
COUNTY OF TULARE

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF VISALIA, CALIFORNIA, AND THE COUNTY OF TULARE,  
CALIFORNIA**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY  
2010 AWARD**

This Agreement is made and entered this \_\_\_\_\_, by and between the COUNTY OF TULARE, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY OF VISALIA, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Tulare County, State of California, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 6500, et. Seq. Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY and the COUNTY are jointly eligible for a Federal allocation of funds from the FY 2010 Edward Byrne Memorial Justice Assistance (JAG) Program in the amount of \$133,429. The portion of the allocation attributable to the City of Visalia is \$80,348 and the portion attributable to the County of Tulare is \$53,081.

WHEREAS, the CITY and COUNTY believe it to be in their best interests to negotiate an agreement establishing an understanding regarding the allocation of JAG funds; and

WHEREAS, the CITY desires to use its portion of the JAG funds in the amount of \$80,348 to fund two positions with the Tulare County District Attorney's Office who act as liaisons between the Visalia Police Department and Tulare County Superior Court; and

WHEREAS, the COUNTY desires to use its portion of the JAG funds in the amount of \$53,081 to partially fund a school resource officer to rotate among school districts in southern Tulare County; and

WHEREAS, the COUNTY agrees to serve as fiscal agent for the JAG Program Award and dispense the funds according to this Agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The COUNTY agrees to serve as fiscal agent for the JAG Program Award.

Section 2.

The COUNTY agrees to use its portion of the JAG Program Award in the amount of \$53,081 to partially fund a school resource officer to rotate among school districts in southern Tulare County.

Section 3.

The CITY agrees to use its portion of the JAG Program Award in the amount of \$80,348 to fund two positions with the Tulare County District Attorney's Office who act as liaisons between the Visalia Police Department and Tulare County Superior Court.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF VISALIA

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City Manager

ATTEST: APPROVE AS TO FORM:

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

COUNTY OF TULARE

---

Chairman, Tulare County Board of Supervisors

ATTEST: APPROVE AS TO FORM

---

Clerk, Tulare County Board of Supervisors

APPROVED AS TO FORM:

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County Counsel



## City of Visalia Agenda Item Transmittal

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9p

**Agenda Item Wording:** Request to extend the payment length on the Chamber of Commerce's Parking In-lieu and Land Purchase notes by 5 years, to 15 and 30 years, respectively, for the property located at 415 E. Oak Ave.

**Deadline for Action:** None

**Submitting Department:** Administrative Services

**Contact Name and Phone Number:** Eric Frost, x4474

**Department Recommendation:** That the Council grants the Chamber of Commerce request to extend the payment length on their Parking In-lieu and Land Purchase notes by 5 years.

**Summary/background:**

The City of Visalia, as part of the development of the current Chamber of Commerce Building at 415 E. Oak, entered into two promissory notes with the Chamber. One note is for the sale of the land to the Chamber. The second note is also part of the building's development and satisfies an in-lieu parking payment required as part of developing in Visalia's downtown. The two notes were revised in 2007 to increase the time to repay the notes. The Chamber of Commerce is current on both notes. The current terms of both notes are shown in Table I, Chamber Promissory Notes:

Table I  
Chamber of Commerce Promissory Notes

	<u>Land Note</u>	<u>Parking In-lieu Note</u>
Original Principal	\$87,732	\$63,839
Current Principal	\$79,456	\$45,148
Origination Date	5/31/2005	5/31/2005
Original Term	20 years	5 years
Revised Term, 2007	25 years	10 years
Proposed Term, 2010	30 years	15 years
Interest Rate *	3.24%	5.24%

\* The land note reprices every 5 years to prime rate – ½%, bound by no more than 2% above or 1% below the initial rate of 4.24%. The Parking in-lieu note was set to the City's idle cash portfolio rate plus 2% when originally entered into.

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_\_\_

**Review:**

**Dept. Head** ef  
**(Initials & date required)**

**Finance** ef  
**City Atty** \_\_\_\_\_  
**(Initials & date required or N/A)**

**City Mgr** \_\_\_\_\_  
**(Initials Required)**

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

The Chamber of Commerce is striving to reorder their fiscal house to live within its means. The Chamber has asked the City to lengthen the term of both their notes with the City by 5 years. Lengthening the notes' terms reduces the Chamber's quarterly cash expenditures by \$880. No other changes to the terms of these agreements are being requested.

These changes are designed to better coincide with the Chamber of Commerce's cash flow. The Chamber is asking that the terms be modified so that the Chamber can meet its financial commitments. The proposed changes postpone when the City will receive its money back but will provide more interest payments to the City.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:** The Council could not approve the changes but enforcement of the note would financially impact the Chamber of Commerce.

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):** I move to extend the Chamber of Commerce's Parking In-lieu and Land notes by 5 years each.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

## City of Visalia Agenda Item Transmittal

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9q

**Agenda Item Wording:** Approval of a revised Letter of Intent to lease property between the City of Visalia and Imagine U Children's Museum.

**Deadline for Action:** June 30, 2010

**Submitting Department:** Administration

**Contact Name and Phone Number:** Leslie Caviglia, 713-4317

**Department Recommendation:** It is recommended that the Council approve a revised Letter of Intent (LOI) to lease property between the City of Visalia (City) and Imagine U Children's Museum (Museum).

### **Summary:**

Imagine U Museum is submitting an application to the State of California for an Outdoor Education Facility grant. In keeping with the grant's requirement that a land tenure agreement be included with the application, staff is recommending the Council approve this revised LOI, which will give the Museum the necessary land security, while still protecting the City's interests.

The City currently has a LOI with the Museum which agrees to lease the former Soroptimist Park site on Douglas Street, between Burke and Tipton, to the Museum as the location for their new facility. The LOI spells out specific provisions that must be met, including a feasible on-going operation's plan, funding for construction, and a timeline for facility completion.

The proposed revised letter address a number of issues including expanding the Museum's use of the property to include the entire approximately 2.3 acre parcel, providing access to the adjacent ponding basin for a nature walking trail, extending the timeline for submitting a feasible operations plan, extending the timeline for the Museum to secure funding until approximately December 30, 2011, and extending the deadline for completing construction until December 30, 2012.

### **Department Discussion**

In 2006, the Visalia City Council authorized a Letter of Intent between the City of Visalia and Imagine U Children's Museum for a long term lease on approximately half of the approximately 2.3 acres located on the south side of Douglas Avenue between Burke and Santa Fe streets for the construction of a new children's museum facility. In 2008, the Letter of Intent was revised to

### **For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

### **For placement on which agenda:**

Work Session  
 Closed Session

### **Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_\_\_

### **Review:**

**Dept. Head LBC52510**

**Finance**

**City Atty**

**City Mgr: EF6410**

give the Museum more time to complete the requirements spelled out in the Letter of Intent, including the preparation of a feasible operation's plan, and funding to construct the proposed museum.

In accordance with the 2008 Letter of Intent, the Imagine U Board agreed to submit a financially feasible plan for fully constructing and operating the new building for the City's review and approval. The plan needs include a feasible plan for capital fund raising, and a viable operations funding program.

The Letter of Intent specifically requires that, as part of the review and approval process, the capital fundraising and operations plans be reviewed by a panel comprised of the Visalia City Manager, the Visalia Administrative Services Director, and the Executive Director of United Way. This panel has reviewed a recently revised operation's plan, and has provided the Museum's Board with recommendations for developing a more comprehensive plan that would include a phasing in of anticipated revenues, and development of a larger capital fund that would include funding to cover at least a portion of the operations during the initial start up of the new facility. The panel believes that if the Board undertakes a diligent effort, and secures professional planning and fund raising assistance, they can meet the obligations of the revised LOI; therefore, the panel is recommending that the Council approved the proposed revised LOI.

**Alternatives:**

**Attachments:**

Proposed Letter of Intent

**Recommended Motion (and Alternative Motions if expected):**

I move to approve the revised Letter of Intent between the City of Visalia and the Imagine U Children's Museum.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

**City of Visalia  
Agenda Item Transmittal**

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9r

**Agenda Item Wording:** Authorization to prepare an RFP for Energy Efficiency Performance Contracting Services.

**Deadline for Action:**

**Submitting Department:** Natural Resource Conservation / Administration

**Contact Name and Phone Number:**

Kim Loeb, Natural Resource Conservation Manager, 713-4530  
Leslie Caviglia, Deputy City Manager, 713-4317

**Department Recommendation:**

Authorize staff to prepare a Request for Qualifications/Request for Proposal (RFP) soliciting proposals from energy service companies to analyze and implement energy efficiency measures to reduce the City's energy use and costs.

**Summary:**

Staff recommends that the City Council authorize preparation of a RFP for energy efficiency performance contracting services with an Energy Service Company (ESCO) to reduce the City's energy usage and costs.

Following selection of the ESCO and contract award by the City Council, the ESCO would conduct a comprehensive energy audit of City facilities. Based on the findings of the audit, the ESCO would propose energy efficiency measures to reduce the City's energy use which meets the City's pre-defined criteria.

The ESCO would implement the proposed energy efficiency measures with no capital outlay by the City. The costs would be financed over a number of years and paid with the savings in utility costs. The ESCO guarantees the savings and assumes the risk if the efficiency measures do not meet projections. After the payback period, the City receives the full benefit of the savings from reduced energy usage. If the City should choose not to implement a minimum number of the proposed measures, then the City would owe the ESCO its costs for conducting the audit. The audit cost will be determined as part of the RFP process. Alternatively, the City could structure the process such that it could pay the ESCO for the audit and take the risk associated with achieving the projected energy savings.

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_\_\_

**Review:**

**Dept. Head LBC 52509  
(Initials & date required)**

**Finance \_\_\_\_\_  
City Atty \_\_\_\_\_  
(Initials & date required  
or N/A)**

**City Mgr \_\_\_\_\_  
(Initials Required)**

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

**Background:**

The City of Visalia spends nearly \$3 million annually on electricity and \$640,000 annually on natural gas. The City has implemented a number of energy efficiency projects and more are in the works using the City's Energy Efficiency and Conservation Block Grant (EECBG) and other grant programs.

These measures will help to reduce the City's energy usage, but a comprehensive evaluation of the energy usage of the City's facilities and implementation of a comprehensive plan of retrofit measures would provide the City an opportunity to achieve significant additional reductions in energy usage and costs.

To accomplish this, many agencies enter into a performance-based contract with an Energy Service Company (ESCO). The ESCO conducts a comprehensive energy audit and identifies energy efficiency projects that will reduce energy use. The ESCO then develops scopes of work and design documents, arranges for financing, bids out the work to contractors, and oversees project installation. All project costs are paid to the ESCO through guaranteed savings realized through the energy efficiency projects for a fixed period of time. The ESCO also works to maximize the benefits of utility incentives.

The ESCO provides a performance guarantee that the energy efficiency improvements will generate utility savings to pay for the ESCO's services and the energy efficiency projects. The ESCO measures and verifies the actual savings against the guaranteed savings. If the projected energy savings are not realized, then the ESCO must reimburse the City for the shortfall. Under the ESCO arrangement, the City does not pay any costs for the project.

The amount of energy savings depends upon the findings of the energy audit and the energy efficiency projects identified, but savings of 10% to 20% are typical, representing \$300,000 to \$600,000 in annual electricity savings. The debt for the energy efficiency projects and ESCO services would be paid out of the energy savings for the duration of the payback period. The debt is typically carried by the City.

The ESCO guarantees the savings/debt service for the full payback period, which can range from 3 to 20 years depending upon the project. Once the debt is paid, the City receives the full benefit of the energy savings. Depending upon the service life of the identified measures and the structure of the financing, there may be opportunity for the City to realize some immediate savings.

It is anticipated that the ESCO's evaluation would include the following types of energy efficiency and alternative energy measures:

- Lighting fixtures
- Lighting controls
- Building automation and controls
- Air handling systems
- Plant/equipment modifications
- Motor replacement and variable frequency drives
- Heating, cooling and ventilation (HVAC) replacement and upgrades
- Alternative energy including photovoltaic systems and fuel cells
- Water conservation including low-flow fixtures and irrigation controllers



Additionally, an analysis would be conducted of the City's electrical service accounts to assure that each account is enrolled in the most cost-effective rate plan.

The performance contracting process would follow these steps:

- Develop and issue RFP
- Review RFP Responses
- Council Selection of ESCO and Contract Award
- Investment-Grade Energy Audit by ESCO
- Initial Program Measures Proposal from ESCO
- Final Program Measures Proposal Agreed to by City
- Council Approval of ESCO Proposal for Implementation of Final Program Measures
- Design Documents and Bid by ESCO
- ESCO Bid Award
- Implementation of Energy Efficiency Measures

Following the audit, the ESCO will propose energy efficiency measures that meet the City's pre-defined cost-benefit and service-life criteria. The City will negotiate with the ESCO to arrive at mutually acceptable measures. If the City enters into an agreement with the ESCO to implement a minimum number of the proposed energy efficiency measures, then all costs would be paid through energy savings. However, if the City does not enter into an agreement with the ESCO for implementation, the City would be responsible to pay the ESCO for its audit costs, typically between \$100,000 and \$150,000. If the ESCO's audit does not identify sufficient measures which meet the City's pre-defined criteria, then the City would not be responsible for the ESCO's costs.

Staff recommends that the City Council authorize preparation of an RFP for Energy Efficiency Performance Contracting Services. If authorized to proceed, staff will prepare and issue the RFP, review the responses, and bring recommendations back to the City Council for selection of the ESCO and contract award.

**Prior Council/Board Actions:**

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

**Recommended Motion (and Alternative Motions if expected):**

I move to authorize staff to prepare an RFP for Energy Efficiency Performance Contracting Services.

***Environmental Assessment Status***

**CEQA Review:**

**NEPA Review:**

**Tracking Information:** *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

# City of Visalia Agenda Item Transmittal

**Meeting Date:** June 7, 2010

**Agenda Item Number (Assigned by City Clerk):** 9s

**Agenda Item Wording:** Update on CaliforniaFIRST AB 811 Property Assessed Clean Energy financing program for energy efficiency and solar energy.

**Deadline for Action:**

**Submitting Department:** Natural Resource Conservation / Administration

**Contact Name and Phone Number:**  
Kim Loeb, Natural Resource Conservation Manager, 713-4530  
Leslie Caviglia, Deputy City Manager, 713-4317

**Department Recommendation:**  
Staff recommends the City Council receive this update on the status of the City of Visalia's efforts to join the CaliforniaFIRST AB 811 Property Assessed Clean Energy Financing Program to provide financing for solar energy and energy efficiency projects.

**Summary:**  
The City Council declared its interest in joining the CaliforniaFIRST AB 811 financing program at its October 19, 2009, meeting and again at its April 19, 2010, meeting as part of the City of Visalia stimulus program. CaliforniaFIRST is in an initial pilot phase and has not yet opened the program to additional jurisdictions.

AB 811 enables local governments to create property tax finance districts to issue low-cost long-term loans to eligible property owners to install solar and energy efficiency projects. Property owners repay the loan as a line item on their property tax bill.

The CaliforniaFIRST AB 811 Property Assessed Clean Energy (PACE) financing program is a program of the California Communities JPA, sponsored by the California State Association of Counties and the League of California Cities. CaliforniaFIRST was established to provide a low-risk turnkey program for cities and counties to provide AB 811 PACE financing to their property owners. The availability of this financing will provide a cost-effective loan program with a longer payback period than is generally available for home improvements.

The set-up cost to the City depends on which other jurisdictions in the county join CaliforniaFIRST and would range from \$15,000 to \$75,000 for the City to go it alone. Staff has identified potential ways of funding this cost from other than the General Fund, and will bring a

**For action by:**

City Council  
 Redev. Agency Bd.  
 Cap. Impr. Corp.  
 VPFA

**For placement on which agenda:**

Work Session  
 Closed Session

**Regular Session:**

Consent Calendar  
 Regular Item  
 Public Hearing

Est. Time (Min.): \_\_\_\_\_

**Review:**

**Dept. Head LBC 52110**  
**(Initials & date required)**

**Finance** \_\_\_\_\_  
**City Atty** \_\_\_\_\_  
**(Initials & date required or N/A)**

**City Mgr** \_\_\_\_\_  
**(Initials Required)**

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

recommendation to Council on the funding of the setup costs when the resolution to join is brought forward.

An upcoming State utility residential retrofit incentive program and the pending Federal Home Star program (aka "Cash for Caulkers") are both designed to leverage PACE financing such as the CaliforniaFIRST program to provide homeowners significant incentives to implement comprehensive energy efficiency retrofits. Staff estimates that the CaliforniaFIRST program would create approximately \$2,700,000 annually in new energy efficiency and solar energy projects in the City and approximately 30 jobs in the growing green-jobs industry as well as trades such as plumbing, electrical, and HVAC.

**Background:**

Assembly Bill 811 (AB 811) enables local governments to create property tax finance districts to issue low-cost, long-term loans (typically 20-years) to eligible property owners to install solar and energy efficiency projects. Property owners repay the loan with their property taxes as a line item on their property tax bill.

Known nationally as Property Assessed Clean Energy (PACE) programs, the loans are typically financed through the issuance of taxable municipal bonds. There is no upfront cost to the property owner other than an application fee. Incremental property tax payments are low and fixed for 20 years (depending upon service life of the improvement), and are offset by energy savings and reduced utility bills. The loans are transferable with the property and are available to all qualified property owners on the tax role including residential, commercial, and non-profit properties.

To provide cities and counties with a turnkey program to implement AB 811 financing that would provide a long-term, risk-free option for local governments, limit staff time, implementation costs, and local-agency upfront costs, the California Statewide Communities Development Authority (CSCDA or "California Communities") created a state-wide program called CaliforniaFIRST.

California Communities is a joint powers authority (JPA) sponsored by the California State Association of Counties and the League of California Cities and was established in 1988. The City of Visalia, almost all incorporated cities in Tulare County, and all California counties are members of California Communities.

Benefits of the program to property owners include:

- Provides low-cost long-term financing for solar and energy efficiency improvements that can be transferred with the property.
- Only property owners who choose to participate in the program will have assessments imposed on their property.
- The property owner can choose to pay off the special assessments at any time.

Benefits to the City of Visalia include:

- As in conventional private financing, the City of Visalia is not obligated to prepay the bonds issued by California Communities or pay the assessments levied on participating projects.
- California Communities will handle all assessment administration, bond issuance and bond administration functions.

- The City of Visalia can facilitate financing of renewable energy and energy efficiency improvements to property owners through CaliforniaFIRST, helping the community to reduce its energy use and costs and greenhouse gas footprint, with little risk and limited commitment of staff time.
- Staff estimates that the CaliforniaFIRST program would create approximately \$2,700,000 annually in new energy efficiency and solar energy projects in the City and approximately 30 jobs in the growing green-jobs industry as well as trades such as plumbing, electrical, and HVAC.

CaliforniaFIRST began a pilot program the beginning of this year with 14 counties including Fresno and Kern counties. CaliforniaFIRST intends to begin a second pilot phase with additional jurisdictions in late summer, following court validation of the first pilot phase jurisdictions. California Communities is resolving issues that have delayed validation, but it expects to begin validating the CaliforniaFIRST program in the near future and hopes to begin accepting applications from property owners toward the end of the year.

Because California Communities is conducting court validation of the CaliforniaFIRST program for each jurisdiction, there is a set-up fee to cover the legal costs of approximately \$75,000 per county. A validation hearing is a process to allow any legal challenges to a public debt financing to be heard before the debt is issued. If no protest occurs, the debt issue is deemed free from further court challenges as to the debt's public purpose. Validation of the program for a county covers all of the incorporated cities within that county; therefore, the CaliforniaFIRST program is structured to be implemented by the county and at least one city. In addition to paying the set-up fee, jurisdictions need to hold a noticed public hearing and pass a resolution to join.

Council declared its interest in the CaliforniaFIRST program at its October 19, 2009, meeting. However, the CaliforniaFIRST program required at least one city and the county to participate in the first pilot phase. Tulare County was not prepared to join the program at the time, so the City was not eligible to participate in the first pilot phase.

The cost to the City to join CaliforniaFIRST (costs are principally for validation) will depend upon which other jurisdictions in the county join the program and will range from \$15,000 to \$75,000. Staff believes the set-up fees could be funded by the Conservation Fund (established by Council in April 2009) without use of the General Fund tax dollars. The Conservation Fund, a City Council General Fund designation, accumulates rebates/incentives received from utilities for any retrofits and, in the first three years, half of the savings realized annually from installed energy efficiency measures. Staff anticipates the Conservation Fund will start accruing funds in the latter part of 2010. Staff will also evaluate the potential for use of grant funds for this purpose, and the potential for a program fee. While the CaliforniaFIRST program does not presently include a program fee, staff is evaluating opportunities that could provide Visalia with that option.

The upcoming California utility prescriptive whole house retrofit program (a CPUC-mandated utility incentive program) and the pending Federal Home Star program (aka "Cash for Caulkers") are both designed to leverage PACE financing such as the CaliforniaFIRST program to provide homeowners significant incentives to implement comprehensive energy efficiency retrofits.

Staff will bring a resolution to the City Council to join the CaliforniaFIRST program when CaliforniaFIRST begins accepting new jurisdictions to the program.

#### **Prior Council/Board Actions:**

April 19, 2010 – Discussion of possible stimulus actions the City of Visalia might take.

October 19, 2009 – Authorization to declare interest in participating in the CaliforniaFIRST solar and energy efficiency financing program.

**Committee/Commission Review and Actions:**

**Alternatives:**

**Attachments:**

<p><b>Recommended Motion (and Alternative Motions if expected):</b> Accept update; provide comments/direction as appropriate.</p>
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<p style="text-align: center;"><b><i>Environmental Assessment Status</i></b></p> <p><b>CEQA Review:</b></p> <p><b>NEPA Review:</b></p>
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<p><b>Tracking Information:</b> <i>(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)</i></p>
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Copies of this report have been provided to: