

City Council Special Meeting Agenda



FEBRUARY 20, 2016

1:00 p.m.

**City of Turlock Yosemite Room
156 S. Broadway, Turlock, California**

**and via teleconference:
Fairfield Inn & Suites Morgantown
161 Lewis Drive
Morgantown, WV 26501
Telephone No. (304)598-5006



**Mayor
Gary Soiseth**

**Interim City Manager
Michael I. Cooke
City Clerk
Kellie E. Weaver
City Attorney
Phaedra A. Norton**

Council Members
William DeHart, Jr. Steven Nascimento
Matthew Jacob Amy Bublak
Vice Mayor

SPEAKER CARDS: To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item.

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

- 1. A. **CALL TO ORDER**
- B. **SALUTE THE FLAG**

- 2. **PUBLIC PARTICIPATION – LIMITED TO ITEMS DESCRIBED IN THE NOTICE FOR THIS MEETING**
This is the time set aside for citizens to address the City Council concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

3. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

4. **CONSENT CALENDAR: None**

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

5. **PUBLIC HEARING: None**

Challenges in court to any of the items listed below, may be limited to only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Turlock City Council at, or prior to, the public hearing.

6. **SCHEDULED MATTERS:**

- A. Request to provide comments and direction to staff on the newly updated, draft Special Event Permit Process and Policies. (*Van Guilder*)

Recommended Action:

Motion: Providing comments and direction to staff on the newly updated, draft Special Event Permit Process and Policies

- B. Request to determine the Certified Farmers Market Located on City Property is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15323 (Normal Operations of Facilities for Public Gatherings) and Section 15304(e) (Minor Alterations to Land) and; Approving the Request for Proposal for a Certified Farmers Market Located on City Property and the sample rating sheet and the draft revocable license agreement. (*Van Guilder*)

Recommended Action:

Resolution: Determining the Certified Farmers Market Located on City Property is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15323 (Normal Operations of Facilities for Public Gatherings) and Section 15304(e) (Minor Alterations to Land)

Resolution: Approving the Request for Proposal for a Certified Farmers Market Located on City Property and the sample rating sheet and the draft revocable license agreement

7. **MATTERS TOO LATE FOR AGENDA/NON-AGENDA ITEMS**

8. **COUNCIL ITEMS FOR FUTURE CONSIDERATION**

9. **COUNCIL COMMENTS**

Councilmembers may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

10. **CLOSED SESSION:**

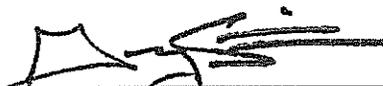
Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1)

"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally."

Name of Case: MCI Engineering, Inc. v. City of Turlock; and Does 1 to 50, Inclusive

11. **ADJOURNMENT**

The foregoing meeting is hereby called by Mayor Gary Soiseth at the above mentioned date and time pursuant to California Government Code §54956.



GARY SOISETH, Mayor

CoA



Council Synopsis

February 20, 2016

From: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Providing comments and direction to staff on the newly updated, draft Special Event Permit Process and Policies

2. DISCUSSION OF ISSUE:

The City of Turlock is host to many special events throughout the year and recognizes these events can enhance neighborhoods, create unity amongst residents, highlight organizations and develop cultural enrichment. These events are an important part of the community and add significantly to the quality of life for residents and visitors. While we greatly value the benefits these events bring to the community, the City of Turlock is also very committed to ensuring they are carried out in a thoughtful and responsible manner and that City resources are carefully managed. It is our goal to assist the event organizer with delivering a well-planned, successful event that enhances our community while minimizing negative impacts on the businesses and residents surrounding these events.

Per the Council's goals and implementation plan, staff representing various departments, have conducted a comprehensive review of the City's Special Event Permit process, documents and policies. This program allows staff to manage all planned activities taking place on or having impact on, City property including but not limited to, streets, facilities and parks. A draft document has been attached for your review as "Exhibit A".

The main goals of this review were to achieve a streamlined approach for applicants, eliminate duplicate processes and to manage these requests in a more comprehensive manner. Over the last few years it had become evident that some aspects of our process did not adequately address our current needs. This updated document more accurately reflects current issues and clearly identifies the role and responsibilities of the applicant and the City.

All requests will be submitted through the Parks, Recreation and Public Facilities Department where they will be routed for review to all effected departments. This allows the applicant to experience a "one stop shop" approach and provides a single point of contact for all issues related to the permit request. This process will also eliminate the need for a separate parade permit (currently issued by the Police Department) which has resulted in duplicate work for staff and the customer. By having a single process and a single point of contact,

communication and efficiency will be improved. In addition, all special event permits will be approved by City Council prior to issuance. This will allow any concerns to be addressed in a public forum and will allow staff to keep Council informed of all upcoming events and their associated impacts.

Special events subject to this process typically occur for a limited or fixed duration (one-time, annually) and engage a live audience (i.e. Parades or 5K). To manage these requests staff is proposing the following event scheduling and prioritization policy as an option to handling the issue of duplicate requests or event type saturation.

"The City of Turlock has determined special events will be permitted based on the following priority and reserves the right to require a date change or deny an application based on event type saturation.

1. *City of Turlock Events.*
2. *City of Turlock Co-Sponsored Events. (As approved by Council)*
3. *Events which have a history of 5 years, or longer, and are in good standing.*
4. *Events organized by non-profit organizations. (Must have proof of 501(c)3/501(c)4)*
5. *Events organized by all other organizations."*

This proposed prioritization schedule only applies to one time/annual events, as reoccurring events (weekly, monthly) will be reviewed by Council on a case by case basis and may be subject to additional requirements such as an agreement or the competitive bid process, depending on the nature of the activity (i.e. concert series or markets).

Requests for street closures associated with any special event, will be handled as part of the application process and will only be approved by Council.

The final new component being recommended is the creation of a permit application fee. In reviewing several other municipalities, Staff determined a special event permit fee is common, however the amount of the fee varied. Staff is recommending a permit fee of \$150 be implemented with a reduced fee for qualified non-profits of \$100. All events involving alcohol would be subject to an additional fee of \$100. A \$100 late fee for applications received after the required deadlines and a \$250 refundable damage/cleaning deposit are also being proposed. A Special Event permit fee can be an effective tool in managing the number of requests received and provides some offset to the significant staff time involved in evaluating these types of events. While the revenue generated through a permit application fee is not anticipated to be significant, it could be used as a source for supporting other City events and promotions such as the Christmas Parade and the 4th of July Fireworks. City events and City Co-Sponsored events will not be subject to these permit application fees.

3. BASIS FOR RECOMMENDATION:

- 1. Policy Goal #5 – Economic Development**
 - a. General Principle #5 – Promote and Support Tourism.**

4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional costs resulting from these changes, however additional revenue could be generated through the establishment of a special event permit fee.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:



PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT

144 S. BROADWAY | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5594 | FAX 209-668-5619

City of Turlock**Special Event Application and Policies**

Thank you for considering the City of Turlock for holding your special event. The City of Turlock is host to many special events throughout the year and recognizes these events can enhance neighborhoods, create unity amongst residents, highlight organizations and develop cultural enrichment. These events are an important part of the community and add significantly to the quality of life for residents and visitors. While we greatly value the benefits these events bring to the community, the City of Turlock is also very committed to ensuring they are carried out in a thoughtful and responsible manner. It is our goal to assist the event organizer with delivering a well-planned, successful event that enhances our community while minimizing negative impacts on the businesses and residents surrounding the event. This packet is intended to help you understand the Special Event Permitting process and provide helpful information to assist with your event's success.

Please fill out the **Acknowledgement of Policies and Procedures** and the **Special Event Application**. You are responsible for reviewing all deadlines and processing requirements and allow 7 business days for review. You are encouraged to call our Event Coordinator in advance, to see if your proposed event date is available. Once your application is received, staff will determine if a Special Event Committee meeting is necessary before the application process can proceed. If you have questions regarding the permit process please call the Parks, Recreation, and Public Facilities Department at (209)668-5594. **All special event applications will be approved by the City Council.**

One-Time or Annual Events

The City of Turlock has determined that a special event is a sporting, cultural, business or other type of unique, organized activity, occurring for a limited or fixed duration (one-time, annually) and presented to a live audience, that impacts the City of Turlock by involving the use of, or having impact on, public property (owned, leased or controlled by the City of Turlock). (i.e. Bike Race or Parade)

The City of Turlock has determined one-time or annual events will be permitted based on the following priority and reserves the right to require a date change or deny an application based on event type saturation.

1. City of Turlock Events.
2. City of Turlock Co-Sponsored Events. (As approved by Council)
3. Events which have a history of 5 years, or longer, and are in good standing
4. Events organized by non-profit organizations. (Must have proof of 501(c)(3)/501(c)(4))
5. Events organized by all other organizations

Reoccurring Events (weekly, monthly)

The previous prioritization schedule only applies to one time/annual events, as reoccurring (weekly, monthly) events or activities are permitted on a case by case basis and may be subject to additional requirements or processes, including but not limited to service agreements or the competitive bid process. (i.e. concert series or markets)

Special Event Permit

Permit Categories

- Category One - event will have less than 500 people, and be contained on site (in or outdoors)
- Category Two - event will have more than 500 people, and be contained on site (in or outdoors)
- Category Three - Moving Location/Procession/Roadway and/or Walkway Closure
(i.e.: 5K/ Parade/Street Faire/Sidewalk Sale, Bike Race)

Permit Deadlines

- Category One or Two - 90 calendar days prior to event start date
- Category Three - 120 calendar days prior to event start date

Permit Fee -

For Profit Business/Organization Fee.....	\$150.00
Non-Profit Permit Fee.....	\$100.00
<i>Non-Profit Applicants must provide a copy of their 501(c)(3) or 501(c)(4) at the time of application submittal</i>	

Any event that alcohol will be present will be assessed an additional \$100.00 beyond permit fee due at time of application

****Additional fees may apply for special permits/cleaning deposits/security/or city personnel required*

Late Fee

Any applications submitted after the permit deadline will be assessed a late fee.....\$100.00
*****NO applications will be accepted closer than 60 calendar days prior to event**

Damage/Cleaning Deposit

Due at time of application submission & refunded upon event review and conclusion.....\$250.00

*****City events and City Co-Sponsored events are not subject to these permit application fees.**

Resource Sheet

City of Turlock - Parks, Recreation and Public Facilities

144 S. Broadway
Turlock, CA 95380
Phone: (209) 668-6009

Email: atraini@turlock.ca.us

Liquor License

Alcohol Beverage Control
31 Channel St. #168
Stockton, CA 95202
(209)948-7739

www.abc.ca.gov

Noise Permit

Neighborhood Services
244 N. Broadway
Turlock, CA 95380
Phone: (209) 664-7348

Email: neighborhoodservices@turlock.ca.us

Office Hours:

Monday - Friday, 8AM - 5PM

Insurance Requirements

Municipal Code 1-6-01
City of Turlock Website

www.ci.turlock.ca.us

Search: Municipal Code

Storm Water Management and Urban Runoff Pollution Control

Municipal Code 6-8
City of Turlock Website

www.ci.turlock.ca.us

Search: Municipal Code

Acknowledgment of Policies and Procedures

Read and initial each policy. Address any questions/concerns before signing.

Alcohol

Initial

Consumption of alcohol and possession of open containers is prohibited in all City parks and facilities unless granted special permission. Security Officers and liquor licenses are required for all special events in which alcohol will be being present. Liquor license can be obtained at www.abc.ca.gov. The allowance of alcohol is subject to the approval of the Turlock Police Department.

Amplified Sound

Initial

Amplified sound must not carry into residential areas. Any DJ or band must comply with the Turlock Municipal Code. The City will not be liable for any damage to equipment caused by a circuit breaker trip. Noise Permits may be required and can be obtained at Neighborhood Services, 244 N. Broadway Turlock Phone: (209) 664-7348

Cancellation

Initial

A cancellation must be in written form; verbal cancellation will not be accepted. The City will not refund any permit fees due to applicant cancellation. Failure to notify the City of a cancellation within 15 business days of an event may result in event costs payable to the City. Damage/Cleaning deposit will be refunded within 10 business days of cancelation. The City will not refund fees or transfer event date due to weather.

Clean-Up

Initial

The event coordinator is required to develop and implement plans that ensure the proper disposal of waste and recyclables generated by an event and its attendees, including during set-up and dismantle time frames associated with your event. The City does not provide street sweeping services or additional recycling or trash containers for special events. At the conclusion of your event, the event venue and surrounding areas must be cleaned and returned to a condition equal or better than the condition prior to the onset of your event activities.

All trash should be placed in trash receptacles or hauled off by event personnel. If trash is not removed from the site, additional cleaning fees will be withheld from the deposit. For larger events, applicant may be required to provide additional trash receptacles.

Recycling

Initial

The number of recyclable containers at special events must be equal to the number of trash containers (a 1:1 ratio). Each recyclable container must be clearly identified as a recycling receptacle and display a list of recyclable materials accepted. The event coordinator must ensure that all recyclable materials are delivered to a recycling facility and *not* to a landfill.

Damages

Initial

Applicant agrees to reimburse the City of Turlock for all costs incurred to repair damages (including but not limited to; facility, turf, furnishings, fixtures, grounds, and/or additional cleaning required outside of normal scope for said facility) that occurred in connection with the special event. Reimbursement for expenses above the amount of the paid deposit will be invoiced to the organization/private party applicant. In addition to policies and procedures listed here applicant must also abide by the City of Turlock Municipal Code.

Fees/Deposit

Initial

All fees and deposits must be paid at the time application is submitted. Deposits will be refunded to credit card used for payment or mailed to the address indicated on the application approximately 10 business days after event completion if event site is left in satisfactory condition and all event details agreed upon are carried out accordingly.

City Event Costs

Initial

Estimated City Costs resulting from the special event, (i.e. police staffing, traffic control set up) are payable to the City, no later than 30 business days prior to event.

Acknowledgment of Policies and Procedures Cont.

Insurance

Initial

Insurance is required at applicant's expense for all special events. Proof of Insurance listing "City of Turlock" as a Additionally insured is due to the Parks, Recreation and Public Facilities office no later than 30 business days prior to event. Failure to provide required insurance certificate will result in cancellation of the event and the forfeit of application fees. Insurance requirements can be found in City of Turlock Municipal Code 1-6-01.

Event Site/Restroom Cleanliness

Initial

Parks staff will take reasonable measures to ensure that reserved areas and restroom facilities are cleaned and stocked each morning. However, since these areas are open to the public there is no guarantee of cleanliness at the time of your reservation. Permit fees will not be refunded based on condition of the reserved areas or restroom facilities at the time of your reservation. If any assistance is needed concerning an event site please contact the on-call personnel at (209)652-1484.

Security

Initial

Events expecting over 100 attendees where alcohol will be consumed shall require security at the discretion of the Turlock Police Chief or his/her designee. Generally, one security guard per 100 people in attendance at such event. Security must be arranged by a City approved security vendor and proof of receipt must be submitted to the Parks, Recreation and Public Facilities office no later than 30 business days prior to event. Failure to provide required proof of security will result in cancellation of the event and forfeit of application fees. A list of approved security services can be obtained at the Parks, Recreation and Public Facility office.

Restrooms

Initial

You must provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both accessible and non-accessible facilities in the immediate area of the event site that will be available to the public during your event. Ten percent (10%) of restroom facilities must meet local, state, and federal accessibility requirements. No less than one (1) accessible restroom should be placed in each location designated for restrooms facilities and be located on a level area.

Site Plan

Initial

A detailed, legible site plan must be attached to your application. You will be required to show location of the following; beverage concession, food concession, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, street closure routes and other related event components covered above. Additions, modifications, or deletions may be required upon review.

Storm Drain Pollution Prevention

Initial

Applicant has read, understands, and will comply with Turlock Municipal Code Title 6, Chapter 8 titled "Storm Water Management and Urban Runoff Pollution Control."

Notification

Initial

It is the applicants responsibility to distribute material on storm drain pollution prevention to vendors who will be participating in the event. Information can be obtained through the Municipal Services Department.

Vehicular Access

Initial

Operation of gasoline or other fuel-powered vehicles in any City park is prohibited, except persons with special permission for delivery of supplies/equipment, authorized City-operated vehicles, or those with permission for special events. All vehicles after delivery of supplies or equipment shall immediately be removed and parked in designated parking areas.

Acknowledgment of Policies and Procedures Cont.

Additional Fees

Initial Each event may be subject to further costs beyond permit fees. These fees may include, but are not limited to, police staffing and traffic control planning, and are payable in full 30 business days prior to event. Applicants will be billed for actual costs after the event.

Temporary Traffic Control

Initial The applicant shall be required to follow a temporary traffic control plan approved by the City Engineer for all events that involve the closure of a portion of the public right-of-way. Temporary traffic control devices such as signs, barricades and delineators, shall be provided by the applicant and shall be set up and removed by either City staff, at the applicant's expense, or a licensed contractor holding a valid "A" or "C31" from the California Contractors State License Board. All street closures are subject to approval of the Turlock City Council.

Event Changes

Initial It is the responsibility of the applicant to remain in communication with the City regarding any and all event changes including but not limited to; scheduling, location, and number of attendees. Failure to communicate these changes may result in the cancellation of event, forfeit of application fee, or additional fees (i.e. police staffing, traffic control, etc.)

I have read and understand the policies and procedures set forth by the City of Turlock for Special Events.

Applicant's Signature _____

Date _____

Print Name _____

Special Event Application

Category of Event	
Category 1	<input type="checkbox"/>
Category 2	<input type="checkbox"/>
Category 3	<input type="checkbox"/>
Will alcohol be served?	
Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

How often will your event occur?	
One Time/Annually	<input type="checkbox"/>
Reoccurring (Weekly/Monthly)	<input type="checkbox"/>

City Personnel Use Only	
Event #:	
Date Received:	
Date Approved:	
Permit Fee:	
Alcohol Fee:	
Late Fee:	
Payment Date:	

Applicant Information

Applicant/Contact Name: _____

Contact Phone: _____ Alternate Phone: _____

Address: _____

City: _____ Zip: _____

E-mail Address: _____

Business/Organization Information (if applicable)

Organization Name: _____

If Non-Profit please provide Federal ID #: _____ (attach proof of non-profit status)

Business License #: _____

Event Information

Event Title: _____

Event Location: _____

Event Date(s): _____

On-Site Contact: _____

Phone #: _____ Secondary Phone #: _____

Set-up Start Time: _____ Event Start Time: _____

Event End Time: _____ Clean-up Completion Time: _____

Who will attend? (circle one) General Public Private Party

Estimated Attendance: _____

Will you charge admission? YES NO If yes, what is the cost of entry? _____

Will you charge for parking? YES NO If yes, what is the cost to park? _____

If yes, Where will the paid parking be located? _____

Event Details

Street Closure

Will your event require the closure of any street, sidewalk, alley or other public right-of-way? (circle one)
YES NO

If yes, please indicate what public right-of-way and times affected and complete the diagram on Page 12:

Sanitation Needs

Will your event require portable restrooms? (circle one) YES NO

If yes, Number of port-a-toilets: _____ Number of ADA accessible restrooms: _____

Drop-Off Date: _____ Drop-Off Time: _____

Pick-Up Date: _____ Pick-up Time: _____

Will your event require trash cans? (circle one) YES NO

How many trash can do you plan to have present at event? _____

Please explain your plan for disposing of all waste:

Amplified Sound

Does your event include any of the following? (circle one) YES NO

If yes: (circle all that apply) Amplified Sound DJ Live Band

Alcohol

Will alcohol be present at your event? (circle one) YES NO

If yes: (circle all that apply) Served - No Cost Sold Guests Bring Their Own

If Liquor License has already been obtained please provide #: _____

Event Details Cont.

Security

Have you made arrangements for Security? (circle one) YES NO

If yes, who will you be using?

Name of Company: _____

City: _____

Day Time Telephone: _____

Fax: _____

Cell: _____

Number of Security Guards to be present: _____

If no, please see list of approved security vendors. To avoid cancelation, booking receipts must be turned into the Parks, Recreation and Public Facilities office 30 business days prior to event.

Vendors

Will event include product vendors? (circle one) YES NO

Will event include food vendors? (circle one) YES NO

*Event organizer must obtain health permits from all food vendors

*Depending on event details additional Fire Codes may be required to be met

Will you be charging a fee for vendors? YES NO If Yes, what is the fee _____

Event Details Cont.

Will Your Event Include

Please circle your response as to whether each item will be present at your event, and provide a brief description of each item circled "YES". If there is an item that will be present at the event, but is not listed on this form please indicate those items in the area marked "OTHER"

ITEM

Animals YES NO _____

Automobiles/Trucks YES NO _____

Bicycles/Foot Races YES NO _____

Booths/Stands YES NO _____

Emergency Vehicle Access YES NO _____

Medical/First Aid Station(s) YES NO _____

Parking YES NO _____

Approximately how many spaces needed: _____

Rides/Bounce House YES NO _____

Tents/Canopies YES NO _____

City Property/Equipment YES NO _____

Open Flame YES NO _____

Stage YES NO _____

Power Source YES NO _____

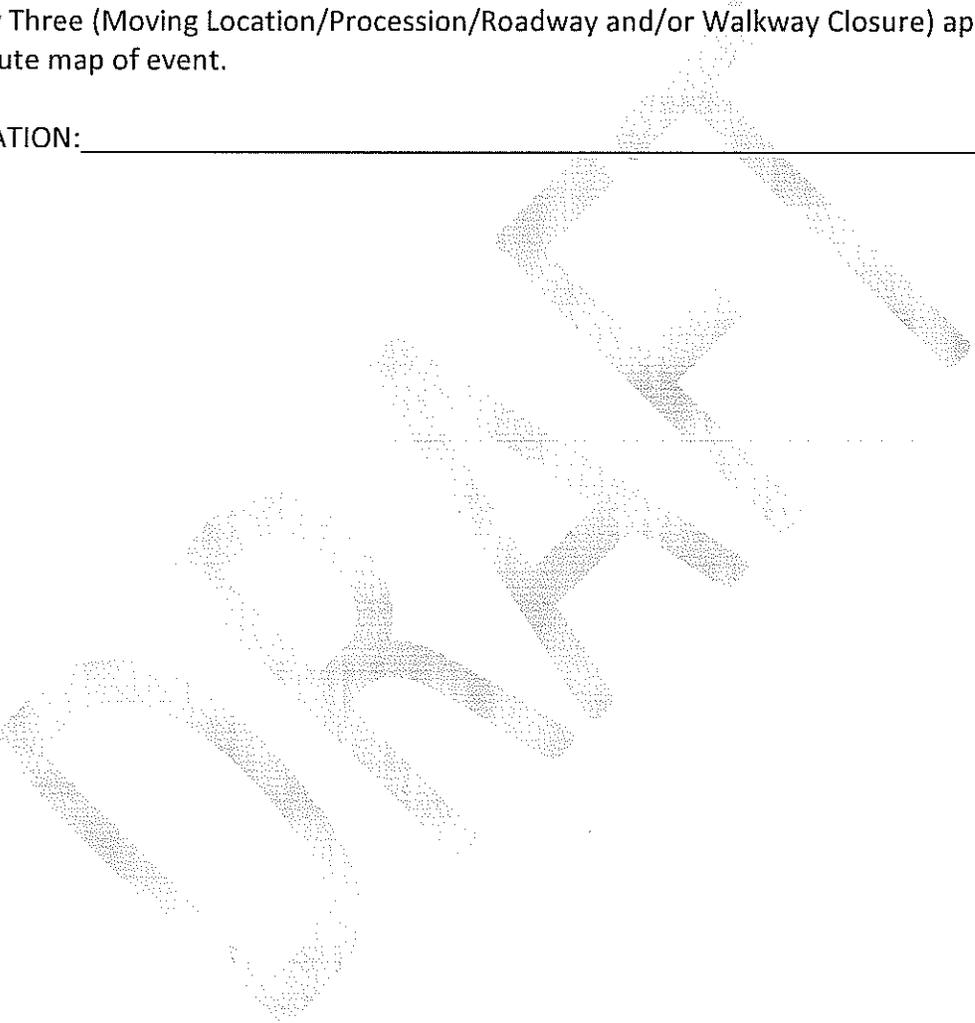
OTHER YES NO _____

Site Plan/Public Right of Way Closure Route

Using the space below (or attach another sheet), please indicate the set-up/closure route anticipated for your event. Please be as clear as possible. Make sure to include beverage stations, food stations, food preparation, portable toilet facilities, first aid facilities, tables/chairs, fencing, barricades, generators, tents/canopies, booths, signage, bleachers, stages, parking sites, trash containers, exit pathways, and other related event components or structures. Additions, modifications, or deletions may be required upon review.

All Category Three (Moving Location/Procession/Roadway and/or Walkway Closure) applicants should also include a route map of event.

EVENT LOCATION: _____



INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Please wait to sign until City Personnel is present

To the greatest extent permitted by law, Permittee,

[PRINT NAME]

shall indemnify, defend, and hold harmless the City of Turlock and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees arising out of, resulting from or in any manner related to, the granting of the attached special event permit and use of the City's property; including, but not limited to, claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, loss of business, or injury to or destruction of tangible property including the loss of use resulting therefrom, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

Permittee hereby acknowledges, understands, and agrees to the terms and conditions set forth in this Indemnification, Defense, and Hold Harmless Agreement and affirms that it is authorized and has legal authority to execute this Agreement.

Permittee verifies that the information in this application, any supplemental application, or attached item is true and accurate.

Applicant Signature: _____ DATE: _____

Print Name: _____

City personnel Signature: _____ DATE: _____

Print Name: _____

Event Form Authorization

Event Name: _____

Event Location: _____

Event Contact Name: _____ Date of Birth: _____

Contact Address: _____

City: _____ Zip Code: _____ Phone: _____

To Be Completed By City Personnel Only

<u>Department</u>	<u>Description of Estimated City Fees</u>	<u>Fee</u>
<input type="checkbox"/> Police Department	_____	\$ _____
<input type="checkbox"/> Parks, Recreation And Public Facilities	_____	\$ _____
<input type="checkbox"/> Engineering	_____	\$ _____
<input type="checkbox"/> Fire Department	_____	\$ _____
<input type="checkbox"/> Municipal Services	_____	\$ _____
<input type="checkbox"/> Business Licenses	_____	\$ _____

TOTAL ESTIMATED CITY FEES: \$ _____

The applicant signature below is in acceptance of the estimated fees and in acknowledgement that other fees maybe incurred throughout the event process.

Signature: _____ **Date:** _____

Print name: _____

PRE-EVENT CHECKLIST
Internal use ONLY

Event Date: _____

Event Name: _____

Location: _____

Contact Person: _____ Phone: _____

Non-Applicable **COMPLETED**

Insurance Requirements:

Applicant must provide a \$1 million liability insurance policy along with an additional insured endorsement naming the City of Turlock, its elective and appointive boards, officers, agents, employees and volunteers as additionally insured. City must receive evidence of insurance 15 business days before the event and Applicant's insurance must be primary. If unable to acquire through your own insurance carrier you may be able to purchase insurance through the City of Turlock at an additional cost. (With underwriter approval)

Alcohol Beverages:

A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) in Stockton, CA must be provided to the Parks, Recreation and Public Facilities Department office 15 business days prior to event date. The liquor permit must be displayed in the area where alcohol beverages are to be present. You must obtain a letter of permission from the Recreation Department office to present to ABC prior to applying for liquor permit. The allowance of alcohol is subject to the approval of the Turlock Police Department and will be subject to a 15 business day waiting period for the letter of permission. Alcohol is not allowed at an event being held for a person under the drinking age. If alcohol is present at a minor event the event will be shut down and no fees will be refunded.

Security Guard Requirement:

1 security guard is required for every 100 persons in attendance when alcohol is being served at an event.

A Pre-approved list of Security Agencies is available at the Recreation Division office.

Food Selling/Concessions Permit

All state and local health codes must be met by all vendors at an event where food will be served whether for purchase or distribution. It is the responsibility of the event organizer to obtain a health permit from each vendor prior to the event.

Turlock Downtown Property Owners Approval

If your event is being held in Downtown Turlock you are required to get the approval of the Turlock Downtown Property Owners Association. Please contact the TDPOA Director @ (209) 634-6459.



Council Synopsis

February 20, 2016

6B

From: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Agendized by: Michael I. Cooke, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the Certified Farmers Market Located on City Property is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15323 (Normal Operations of Facilities for Public Gatherings) and Section 15304(e) (Minor Alterations to Land)

Resolution: Approving the Request for Proposal for a Certified Farmers Market Located on City Property and the sample rating sheet and the draft revocable license agreement

2. DISCUSSION OF ISSUE:

As a result of an unanticipated deficiency in our process for managing competing requests for access to our facilities, on December 8, 2015 Council directed staff to develop a Request for Proposal (RFP) process for a Certified Farmers Market Located on City Property.

Upon receiving direction to proceed with the RFP process, staff conducted research and found several sample RFP's prepared by other municipalities for this type of activity. An initial draft document was distributed to key stakeholders on January 12, 2016 and a meeting was held with the group to receive input on January 19, 2016. These sources, combined with the input from stakeholders resulted in the draft RFP, attached as Exhibit "A". This draft was once more distributed to the key stakeholder group on February 10, 2016 and a meeting was held on February 17, 2016 to receive additional comments. These comments have been compiled in the attached matrix labeled "Exhibit D". If approved, the RFP will be released on February 23, 2016 and a mandatory pre-proposal meeting will be held on March 4, 2016 to address any questions about the process. The deadline to submit proposals is March 8, 2016.

Staff will review all proposals for completeness and will contact identified references. Operators that submit a complete proposal, will be invited to present their proposal to the City Council on March 15, 2016. There, Council will evaluate the proposals and select the most qualified Operator. To assist in the evaluation of each Operator, staff has developed a sample rating sheet using the evaluation criteria listed in the RFP, attached as Exhibit "B". In developing the rating sheet, staff found that some agencies used a version of this tool and others did not.

Council may decide to change the scoring categories or may eliminate the use of this tool altogether.

A sample agreement between the City and the successful Operator has also been attached as Exhibit "C" for review, and if approved, will serve as the basis for negotiations between the selected Operator and City. The final agreement will be approved at the March 22, 2016, regular Council meeting.

3. BASIS FOR RECOMMENDATION:

1. Policy Goal #5 – Economic Development

a. General Principle #3 – Support the business community.

2. Policy Goal #7 – Quality Community Programs

a. General Principle #3 – Focus on partnerships to expand services and the number of citizens served.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project is exempt from the provisions of CEQA in accordance with Section 15323 (Normal Operations of Facilities for Public Gatherings) as this type of activity has been conducted on City Property for more than three (3) years. The community has welcomed similar activities for many years in the Downtown Improvement District and has become accustomed to the associated impacts.

This project is also exempt from the provisions of CEQA in accordance with Section 15304(e) of the CEQA Guidelines (Minor Alterations to Land). This provision applies to minor temporary uses of land having negligible or no permanent effects on the environment including carnivals, sales of Christmas trees, etc. The temporary impacts of a farmers market include but are not limited to, vendor booths, music and temporary traffic closures.

7. ALTERNATIVES:

A. Modify the Request for Proposal language or requirements.



REQUEST FOR PROPOSALS NO. 16-342 (RFP)
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

Closing Date and Time: March 8, 2016 at 3:00 PM



Submit to:

City of Turlock
Parks, Recreation and Public Facilities Department
144 S. Broadway
Turlock, CA 95380-5435

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

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CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

I. REQUEST FOR PROPOSALS

Notice is hereby given that the City of Turlock is seeking Request for Proposals (RFPs) from qualified persons or firms to Operate, Manage and Market a Certified Farmers Market Located on City of Turlock Property. Sealed Proposals will be received at the City of Turlock Parks, Recreation and Public Facilities Department in accordance with the requirements, specifications and other related information/documents set forth herein.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible certified farmers market Operators (hereinafter "Operator") are encouraged to submit proposals. The City of Turlock reserves the right to accept, accept in part, reject or reject in part, any or all Proposals. The City reserves the right, in its sole discretion, to negotiate the terms of a revocable license agreement with one or more Operator(s) and/or to enter into an individual or joint revocable license agreement with one or more Operator(s).

Please carefully read and follow the instructions.

Proposals must be in a sealed envelope clearly marked on the outside "Operation, Management, and Marketing of a Certified Farmers Market Located on City of Turlock Property, Proposal No. 16-342, Closing Date and Time: March 8, 2016 at 3:00 p.m.". Proposals shall be delivered and addressed to:

City of Turlock
Parks, Recreation and Public Facilities Department
144 S. Broadway
Turlock, CA 95380-5435

Any Operator(s) that wants its individual or joint Proposal to be considered is responsible for making certain that its Proposal is received in the City of Turlock Parks, Recreation and Public Facilities Department by the closing date and time. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSAL WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE REJECTED REGARDLESS OF THE POSTMARK DATE.**

CLOSING DATE AND TIME: March 8, 2016 at 3:00 p.m.
PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL TIME CLOCK READS 3:01 p.m.

II. SCOPE OF SERVICES

The City of Turlock desires to receive innovative Proposals for the Operation, Management and Marketing of a Certified Farmers Market Located on City of Turlock Property. If there is an award resulting from this RFP, it is anticipated that it will be for three (3) years.

III. PROPOSAL PROCESS

Proposals shall be submitted on the Proposal documents: Exhibit A, B, C, D, and any and all appropriate attachments. It is the responsibility of the Operator to ensure that the Proposal documents are delivered as set forth herein. The Proposal can be downloaded from the City's website at <http://www.ci.turlock.ca.us>; . To receive a printed or email copy of the Proposal documents, please contact the Parks, Recreation and Public Facilities Director at (209) 668-5594 ext. 4601 or avanguilder@turlock.ca.us.

Pre-Proposal Meeting: A Pre-Proposal Meeting will be held on March 4, 2016 at 1 p.m. at the Parks, Recreation and Public Facilities Department, located at 144 S. Broadway, Turlock, Ca. The Pre-Proposal meeting is mandatory. Failure to attend the pre-proposal meeting will result in the Operator being disqualified from the RFP process.

Proposals: A complete proposal shall consist of the following:

Proposal Cover Sheet, Exhibit "A", and the Operator's response to the "Response Requirements" identified in Section 1 of this RFP which shall be attached to **Exhibit "A"**. Operator must fully address all of the "Response Requirements" (See Section 1 of this RFP). Operator's responses shall be specific and as thorough and detailed as possible so that the City may properly evaluate the Operator's qualifications, experience and capabilities to provide the required services.

Proposals should be no longer than five (5) pages double-sided, excluding attachments or exhibits.

References: Provide on **Exhibit "B"** a list of at least three references we may contact including, but not limited to, City or County staff you are or have collaborated with. References are to include: Organization Name, Address, Contact Person, Title, Phone Number and description of relationship. The City of Turlock staff shall not be used as a reference.

Operators' Exceptions, Clarifications, and Amendments: Any exceptions to the Proposal specifications including, but not limited to, the Operator's performance requirements, conditions, and the sample revocable license agreement must be submitted using **Exhibit "C"** "Exceptions, Clarifications and Amendments" In addition, include a statement that the City's agreement can be executed.

Insurance Declarations: Operator must complete and execute the Insurance Declaration, **Exhibit "D."**

One original and five (5) copies of the complete Proposal are required. The complete Proposal documents include Exhibits A, B, C and D and any and all required attachments. The Original Proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a Proposal being found non-responsive and given no consideration.

Staff will review and evaluate the Proposals to determine the completeness of the Proposal and all supporting information/documents. Incomplete Proposals, including those without sufficient information/data to provide a complete evaluation of the Operator's qualifications, experience, and capabilities to provide the required services, will be considered non-responsive.

IV. EVALUATION/SELECTION CRITERIA

Operators that submit a complete proposal will be invited to present their proposal to the Turlock City Council. The City Council will evaluate/select the Operator(s) using the following criteria:

Evaluation/Selection Criteria: The evaluation/selection criteria will include, but not limited to, the following:

- 1) Operator's clear demonstration of its understanding of the services to be performed and the completeness and reasonableness of the Operator's proposal for accomplishing the scope of services
- 2) Operator's special experience/expertise, technical capabilities, professional competence and qualifications to perform the proposed services
- 3) Operator's proposed/assigned personnel's special experience/expertise, technical capabilities, professional competence and qualifications to perform the proposed services

- 4) Operator's references Exhibit "B" (a minimum of three is required).
- 5) Operator's financial stability with supporting documentation including, but not limited to, supporting tax documents for at least the past three (3) years.
- 6) City's perception of the Operator's understanding of the City's stated needs and specifications, as evidenced by Operator's response to the "Response Requirements", attachment to Exhibit A.
- 7) The best overall fit for the venue and the City's vision for the operation of a certified farmer's market in Turlock.

Before any award for the services described herein, the City may conduct an investigation as is necessary to determine the performance record and ability of the apparent successful Operator(s) to perform all requirements specified under this RFP and the Operator's compliance with the requirements specified under this RFP. Upon request, the Operator will submit such additional information as deemed necessary by the City to evaluate the Operator's capabilities, qualifications, and compliance.

All Operators will communicate through the City of Turlock Parks, Recreation and Public Facilities Director. Agreement negotiations will be conducted by the Director or another party as noticed by the Director. Award, if any, will be by the Turlock City Council. No other officer or agent may obligate or bind the City. On Exhibit "A," Operators will designate, by name, who will receive offers. The person named will be an authorized agent of the Operator able to conduct negotiations in good faith and administer the agreement, if awarded.

The City reserves the right, in its sole discretion, to waive any informalities and/or irregularities in any Proposal.

V. ESTIMATED SCHEDULE

Proposal Release Date	February 23, 2016
Mandatory Pre-Proposal Meeting.....	March 4, 2016 at 1 p.m.
Last Day for Questions.....	March 4, 2016
Proposal Closing Date and Time.....	March 8, 2016 at 3 p.m.
Presentations to the City Council.....	March 15, 2016
City Council Evaluation/Selection.....	March 15, 2016
City Council Approval of Agreement.....	March 22, 2016

VI. OPERATOR QUESTIONS

For information/questions concerning the RFP procedures and regulations (i.e., a submission deadline, forms required, etc.) interested parties may contact:

Allison Van Guilder, Director
 Parks, Recreation and Public Facilities Department
 City of Turlock
 144 South Broadway
 Turlock, Ca. 95380 - 5435
 (209) 668-5594 Ext. 4601
 FAX (209) 668-5619
 avanguilder@turlock.ca.us

Questions will be considered up to the deadline of March 4, 2016. Answers by the City of Turlock will be provided to all those who have shown interest and/or requested an RFP.

It is the responsibility of each Operator to be familiar with and make all necessary examination and review of all of the requirements, specifications, terms and conditions of this RFP and the site conditions (if applicable). By submission of a proposal by Operator, the Operator warrants that it has read and understands all of the RFP requirements, specifications, terms, and conditions and agrees that it has the ability to and will perform the same, if selected. Submission of a Proposal is conclusive evidence that the Operator has made the requisite examination and the Operator certifies that it will make no claim against the City based upon ignorance of conditions or misunderstanding of the requirements, specifications, and terms and conditions set forth herein.

VII. PROPOSALS ARE PUBLIC RECORDS

Each Operator is hereby informed that, upon delivery of its Proposal to the City in accordance with this RFP, the Proposal is the property of the City of Turlock.

(a) Once the Proposal is submitted to the City Council, the City shall consider each Proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*), unless there is a legal exception to public disclosure.

(b) If an Operator believes that any portion of its Proposal is subject to a legal exception to public disclosure, the Submitter shall: (1) clearly mark the relevant portions of its Proposal "Confidential"; and (2) upon request from the City, identify the legal basis for the exception from disclosure under the Public Records Act; and (3) the Operator shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Proposal.

SECTION 1

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

DESCRIPTION OF THE OPPORTUNITY

The City of Turlock anticipates awarding a revocable license agreement to a qualified Operator(s) capable of offering a strong, lively, certified farmers market that further strengthens the vibrancy of Downtown Turlock and fosters the healthy, active and engaged lifestyle that this community embraces. Components of such a market may include: expanded vendors including placement and organization; special events including marketing and promotional opportunities for local businesses and non-profits; community partnerships focusing on health, wellness and/or sustainability with associated activities and events; and the Downtown location expanding or changing.

Expanded Vendors – The City is interested in exploring the possibility of increasing the number and variety of vendors at the market which could attract more visitors to the market.

Special Events –The City would like to explore the option of not only combining special events with the Farmers Market, but creating new special events that would drive business to Downtown retailers and potentially include local non-profits.

Community Partnerships –The City is interested in exploring community partnerships that focus on health, wellness and sustainability, and including those elements in special events/promotions.

Downtown Location –The City is interested to know if organizations would prefer to host the Market in another Downtown location or in expanding the stretch of the market along Main St.

RESPONSE REQUIREMENTS
(To Be Attached to Exhibit "A")

The City of Turlock prefers a weekly, Certified Farmers Market on Main St. in Downtown Turlock, with the longest market operation period possible, except on or near major holidays. We are interested in a market that has strong community engagement and involvement, encourages visitors to our downtown and is complementary to our local businesses, reflects the diversity of our city, provides a fun and festive atmosphere, and offers strong support for California's agriculture. The market will provide a mix of farmers, food purveyors, and artisans participating on a weekly basis, with an emphasis on a variety of foods, flavors, products and special events.

The Successful Operator shall be qualified and able to operate, manage and market a Certified Farmers Market, and shall submit the following as an attachment to Exhibit "A":

1.1 Dates, Time and Location of Market

Provide a list of the dates and times the market shall be held. Also, identify the anticipated physical span of the market along Main St.

1.2 Vision

Provide a brief overview of your vision for the market, including type of events, and character and feel of the market. Please explain your proposed approach for engaging vendors, artisans, and

farmers in the Turlock market, including descriptions of how vendors will be supported (e.g., if training and/or technical assistance will be provided and examples of measures you could take to ensure vendors' success at the market), and how the market will incorporate a variety of foods, flavors, and products to meet the needs of our diverse community.

1.3 Background/Experience

Identify the size, stability, and capacity of Operator's organization, including, at a minimum, an identification of Operator's: (1) total number of years in operation, (2) number of farmers market locations that are currently managed/operated by Operator (including the location of each market), and (3) number of vendors in each market location which are intended to provide similar services described in the Request for Proposal.

1.4 Farmers Market Team

Identify the Operator's experience in performing services for projects of a similar size, scope, and complexity as the services required by this Request for Proposal, including (1) the number of years Operator has been performing similar services and the most recent projects for which the Operator has performed similar services. The list of recent projects shall include the name, contact person, address, and phone number of each party for whom the service was provided, as well as a description of the service performed and the date of performance. The City is interested in supporting a certified farmers market with a team of members who are focused on the same goal. Please name key members of the team including the Market Manager. Please provide the qualifications and experience of each team member and their roles in the organization. Resumes may be submitted to satisfy this requirement. Include a description of the types of training and certifications obtained to deliver this service. Identify the current number of employees/volunteers working for the market.

1.5 By-Laws and Operations Plan

Provide the By-Laws and operational guidelines/rules for the Certified Farmer's Market.

1.6 Marketing Strategy

The City is interested in your proposed marketing strategy for the market including a designated website and social media platform. Please include samples of market logos and signage. Operator is responsible for securing all marketing tools and materials including, but not limited to, signage and advertising.

1.7 Special Market Events

The City would like the Operator to create seasonal promotions and entertainment offerings that promote a family-friendly environment and promote downtown merchants and restaurants. The market Operator would be responsible for developing and implementing these events and we invite your ideas. Provide a list of any special events in addition to the regularly scheduled market, including dates, event duration, description, estimated attendance. Successful Operator shall update and submit such list including events and attendance based on actual operations on a quarterly basis and submit to the City on the fifteenth day of the month after the last month of each quarter.

1.8 Social and Environmental Responsibilities

The City is interested in supporting a Certified Farmers Market with the ability to provide EBT, WIC, Cal Fresh benefits, nutrition program benefits, and/or a market match program. The Operator must also demonstrate their ability to provide a portable or fixed restroom and hand-washing facilities for

the duration of the event. We would also like to see a proposed comprehensive "green" waste management system for the market as trash facilities are limited onsite.

1.9 Budget

The City would like to see your proposed detailed budget including proposed Operator fees, income, expenses and typical costs assumed by the Operator as a result of the market and profit margin, if applicable. Provide verification of Operator's compliance with all State and Local taxes and fee requirements.

1.10 List of Farmers Market Vendors

Provide the following:

- a. A list of the vendors providing Certified Farmers Market Products and other Non-Certified Products including description of products offered by vendor.*
- b. The number of vendors providing Certified Farmers Market products.*
- c. The number of vendors providing Non-Certified Farmers' Market products.*

Ideally the Farmers Market will offer a wide variety of healthy food choices to the public. Vendor lists and products will be submitted by the Operator to the City for quarterly review, or more frequently if required by the City, on the fifteenth day of the month after the last month of each quarter. Operators shall provide the maximum possible quantity and variety of certified farmer vendors for the market venue and proposed operation.

1.11 Vendor Regulatory Compliance Program:

Provide a regulatory compliance plan for all vendors to ensure compliance with all applicable law. Such a plan will include a checklist of compliance such as certification, licensure, and any other related compliance items. Operator will be responsible to work with all vendors to aid in compliance. Operator and vendors shall comply with all applicable laws including, but not limited to, State, County and Local health regulations and obtain the appropriate permits, certifications and licenses, including but not limited to business licenses.

1.12 Compensation for Use of City Property:

Specifically detail what compensation, reimburse/cost recovery or other benefits may be paid to the City for the use of City Property.

1.13 Collaboration and Partnerships:

Identify the collaborative partnerships the market will have with other organizations and agencies.

1.14 City of Turlock Requirements

Identify the support and services required by the City of Turlock.

1.15 Certified Market Designation

Operator must provide supporting documents to show that the Operator is able to obtain a "Certified Farmers Market" designation. Any and all entities must be in good standing with Local, State or Federal rules, regulations and statutes and must provide proof of compliance with the same.

SECTION 2

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located On City of Turlock Property

OPERATOR'S PERFORMANCE REQUIREMENTS/SPECIAL CONDITIONS
AND GENERAL CONDITIONS

2.1 OPERATOR'S PERFORMANCE:

- a) Operator agrees and covenants that the Operator(s) and its agents and employees shall comply with all City, County, State and Federal laws, rules and regulations applicable to the business/activities conducted under the agreement, the terms and conditions of the Request for Proposal, including, but not limited to, the Operator Performance Requirements, the Conditions and any and all terms and conditions set forth in the revocable license agreement as determined by the City.
- b) Operator shall abide by and be in compliance with all Local, State and Federal statutes, rules and requirements.
- c) Operator will be required to sign a revocable license agreement with the City and they will be required to have/provide a City of Turlock business license and all other required licenses and permits.
- d) Operator shall ensure that its employees and volunteers shall observe and exercise all necessary caution and discretion so as to avoid personal injuries and property damage.
- e) Operator shall be an independent contractor and is not an employee of the City.
- f) The Market Manager will be onsite when the market and other events are in operation and City staff will be provided with a cell number by which he or she can be reached.
- g) Operator shall be responsible for adequate and appropriate staffing and management at the site of the Certified Farmers Market.
- h) The dumping of waste and food by-product is illegal in storm drains and is prohibited.
- i) Outdoor cleaning of food service equipment shall be within the vendor's self-contained units as approved by the City.
- j) Trash enclosure areas shall be designed to avoid run off into the storm drain system. Trash generated from each event shall be removed by Operator daily.
- k) Wastewater from vehicle and equipment washing shall not be discharged into the storm drain system.
- l) The use of City water without a permitted meter is prohibited.
- m) An Environmental Health application may be required by the County of Stanislaus Environmental Health Division.
- n) Operator shall ensure the entire site is cleaned and cleared of all garbage. Vendor's and market equipment and property must be removed after each event.

- o) City real property may not be altered in any way without prior City approval. No stakes or other equipment may be attached to City Property.
- p) A traffic control plan, or entry and exit plan to the event showing ingress, egress, delivery routes, closures and parking, must be submitted and approved to the satisfaction of the City's Traffic Engineering Division.
- q) Operator shall minimize noise impacts of any generators. Amplified sound is permitted in accordance with the Turlock Municipal Code.
- r) Operator shall be responsible for turning power to the electrical outlets in the area of the Main St. market on and off, before and after each market/event.
- s) The Operator must supply, maintain, manage and store market signage.
- t) Operator shall make available at least one (1) space each week for Local Non-Profit groups to distribute information and/or take registration for their programs at no cost.
- u) Operator shall make a minimum of one (1) space each week available for the City at no cost. City may allow other entities to use this space to promote services and provide information.
- v) Operator shall notify the City within seven (7) business days of any booth participants that are removed for rule or code non-compliance.

2.2 CONDITIONS

2.2.1 MISTAKE IN PROPOSAL

An Operator shall not be relieved of its Proposal without the consent of the CITY nor shall any change in the Proposal be made because of a mistake. The CITY may allow an Operator to withdraw a Proposal because of a mistake only when the Operator has notified the CITY in writing within five (5) days of the Proposal opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the CITY that: (a) a mistake was made; (b) the mistake made the Proposal materially different from what the Operator intended; and (c) the mistake was made in filling out the Proposal and was not due to an error in judgment or to carelessness in reviewing the request details.

2.2.2 COMPETITIVE/JOINT PROPOSALS

If more than one Proposal is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such Proposals may be rejected. Notwithstanding the foregoing, joint Proposals may be submitted.

2.2.3 CHANGE ORDERS TO REQUEST FOR PROPOSALS

The City reserves the right to make changes to the details of this RFP prior to opening Proposals, if such changes are mailed by certified mail to all parties listed on the City's Proposal list at least seven (7) days prior to Proposal opening. In lieu of sending revisions by certified mail, the CITY may convey revisions personally if receipt is received.

2.2.4 TERM OF AGREEMENT

The term of the agreement shall commence upon execution of the revocable license agreement and continues unless terminated in accordance with the terms of the revocable license agreement, for a period of three (3) years, plus any extension granted by the City.

2.2.5 CONTRACT COMPLIANCE

The City shall have the right to audit the records of the Operator (related to this agreement) at reasonable times during normal working hours to determine compliance by Operator of their obligations pursuant to this RFP and the agreement.

2.2.6 CANCELLATION OF AGREEMENT

Whenever in the opinion of the City's representative said service is not satisfactory, the Operator shall be advised of the reasons in writing. If the Operator fails to correct unsatisfactory conditions, as determined by City, within 30 days, the City's representative may declare the agreement terminated and so advise the Operator in writing. The City may then contract with another Operator.

2.2.7 TERMINATION OF CONTRACT

The CITY reserves the right to terminate the agreement, in whole or in part, at any time, for any reason, without penalty. City shall give Operator thirty (30) days written notification prior to the effective date of termination.

2.2.8 SAFETY/COMPLIANCE WITH LAWS

Operator shall comply with all California Codes, Regulations, Certified Farmers Market rules and City of Turlock Municipal Codes and all applicable governmental laws and orders. Operator shall provide proof of compliance, if requested by the City.

2.2.9 WORKMANSHIP

It is the intention of the City to call for the highest level of quality in services compatible with industry standards. All service shall be performed by a trained, qualified and experienced Operator in providing the proposed services. The Operator shall cooperate with the City's representative to enable the City's representative to determine the Operator's conformity with this RFP and the adequacy of the services being performed.

2.2.10 NOTICES TO CITY

All notices, reports and information from the Operator or the Operator's representatives or employees shall be directed to the City's representative at 144 S. Broadway, Turlock, CA.

2.2.11 INSURANCE: OPERATOR shall not commence work or services under the revocable license agreement until OPERATOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall OPERATOR allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. OPERATOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by OPERATOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(3) Cyber Liability Insurance is required only for any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Operator is engaged with City for such length of time as necessary to cover any and all claims.

(b) Minimum Limits of Insurance: OPERATOR shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations):

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(c) Deductibles and Self-Insured Retentions: Upon request of CITY, any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) OPERATOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of work or operations performed by or on behalf of OPERATOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Operator's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Operator's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of Operator's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under this Agreement, the insurer, broker/producer, or OPERATOR shall provide CITY with thirty (30) days' prior written notice of such cancellation, non-renewal or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Automobile Insurance: OPERATOR shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(g) Verification of Coverage: OPERATOR shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive OPERATOR'S obligation to provide them. CITY reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(h) Waiver of Subrogation: OPERATOR hereby agrees to waive subrogation which any insurer of OPERATOR may acquire from OPERATOR by virtue of the payment of any loss. The commercial general

liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by OPERATOR, its agents, employees, independent contractors and subcontractors. OPERATOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: OPERATOR shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor the requirements stated herein.

2.2.12 INDEMNIFICATION: OPERATOR shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the award of the RFP to Operator, the City entering into a revocable license agreement with Operator, the use of City's property by Operator, and/or arising out of performance of the work/services described herein, caused in whole or in part by any negligent act or omission of OPERATOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

2.2.13 INDEPENDENT OPERATOR RELATIONSHIP: All acts of OPERATOR, its agents, officers, and employees and all others acting on behalf of OPERATOR relating to the performance of this Agreement, shall be performed as independent Operators and not as agents, officers, or employees of CITY. OPERATOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. OPERATOR has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of OPERATOR. It is understood by both OPERATOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

OPERATOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent Operators and not as employees of CITY.

OPERATOR shall determine the method, details and means of performing the work and services to be provided by OPERATOR under this Agreement. OPERATOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the OPERATOR in fulfillment of this Agreement. OPERATOR has control over the manner and means of performing the services under this Agreement. OPERATOR is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, OPERATOR has the responsibility for employing other persons or firms to assist OPERATOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by OPERATOR, such persons shall be entirely and exclusively under the direction, supervision, and control of OPERATOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the OPERATOR.

It is understood and agreed that as an independent Operator and not an employee of CITY neither the OPERATOR or OPERATOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that OPERATOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of OPERATOR'S personnel.

As an independent Operator, OPERATOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

2.2.14 PERFORMANCE: Operator shall perform the entire service as indicated in the Proposal. Consideration may be given to experience, value to the City, delivery, prior performance, and the willingness to comply with identified specifications but not necessarily restricted to those considerations.

2.2.15 AWARD OF THE AGREEMENT

- a) This RFP does not commit the City to award an agreement, to pay any costs incurred in the preparation of a Proposal responding to this request, or to contract for services. The City reserves the right to reject any or all responses to this Request for Proposal (RFP) and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources or to cancel, in part, or in its entirety, this RFP, in the best interest of the City.
- b) The City reserves the right to request more information for clarification or due to omission of information.
- c) Under this RFP, the City may accept no Proposals, one Proposal, individual or joint, or multiple Proposals in its sole discretion. The City may also negotiate with qualified sources and/or require the sources to submit such data or other information necessary to substantiate costs, or to revise other elements of their Proposals in accordance with agreement negotiations.
- d) The City has the right to request Operators to confer and combine Proposals if deemed in the best interest of the City.
- e) The Successful Operator shall, within ten (10) calendar days after prescribed documents are presented for signature, execute and deliver to the City the agreement, insurance certificates, and any other documents required by the RFP. If Operator refuses or fails to do so, the City may award the Agreement to another operator.
- f) Any agreement resulting from this RFP is not assignable.
- g) Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the City's website at www.cityofturlock.org.
- h) The award of an agreement, if any, will be made by the City Council.
- i) The award of the agreement will be made to a responsive proposer whose Proposal best meets the needs of the City as determined by the City in its sole and unfettered discretion. The successful proposer will enter into an agreement with the City incorporating all prescribed requirements and conditions of this request for Proposal and any other terms the City may require.
- j) The City Council shall be the sole judge as to the successful proposer.

2.2.16 CONTROLLING LAW; VENUE: This agreement is made, entered into, and shall be performed in the City of Turlock, California, and shall be governed by the applicable laws of the State of California. Any dispute arising out of the agreement resulting from this RFP, its interpretations, or its performance shall be litigated only in Stanislaus County Superior Court.

2.2.17 TAXES and INSURANCE:

- a) The Operator shall be responsible for the payment of all City, county, state and federal taxes required by law. The City of Turlock is exempt from the payment of federal excise taxes and the

payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

In the event City entered into an agreement with Operator, such agreement may create a possessory property interest in Operator. Operator acknowledges and agrees that Operator's leasehold and/or other property interests may be subject to property taxation, and Operator to the payment of property taxes levied on such interest. Such taxes are referred to herein as "Possessory Interest Taxes", and shall be paid by Operator during the term of this Lease.

- b) The Operator shall provide a Certificate of Insurance as specified by the Conditions.

EXHIBIT "A"

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located On City of Turlock Property

PROPOSAL COVER SHEET

PROPOSAL CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM

The City of Turlock invites sealed Proposals which shall be enclosed in an envelope clearly marked:

Operation, Management and Marketing of a Certified Farmers Market
Located On City of Turlock Property
REQUEST FOR PROPOSAL NO. 16-342
CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM

- 1) Return original Proposal to: City of Turlock
Parks, Recreation and Public Facilities
144 S. Broadway
Turlock, CA 95380-5435
- 2) Operator must complete and sign this Proposal form.

OPERATOR TO READ

NO PROPOSAL IS VALID UNLESS SIGNED BY THE PERSON MAKING THE PROPOSAL AND ALL BLANKS ARE FILLED IN. THE PERSON SIGNING WILL BE RESPONSIBLE FOR RECEIVING OFFERS, CONDUCTING NEGOTIATIONS, AND ADMINISTERING THE AGREEMENT, IF AWARDED.

Organization: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Authorized Representative (Printed Name): _____

Title: _____

The undersigned, upon acceptance, agrees to furnish all of the services in accordance with requirements, specifications, terms and conditions of this RFP for the Operation, Management and Marketing of a Certified Farmers Market Located on City Property dated xx.

Nondiscrimination Clause

- a) In connection with the execution of the agreement, the terms and conditions of which will be determined by the City, OPERATOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, sexual orientation and sex or national origin. OPERATOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. OPERATOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, OPERATOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Operator and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Operator shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Operator shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hour notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Operators and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped.

Operator hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses

REQUEST FOR PROPOSALS EXHIBIT "A"

and registrations applicable to transporters and transportation of toxic and/or hazardous materials/ substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace

Operator/Operators certify/certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Licenses and Certifications

Operator's License No. _____ Expiration Date: _____

Operator certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any Proposal submitted without the above information, or Proposal containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock, as set forth in this Request for Proposal 16-342 including, but not limited to, to reject any or all received and to waive any informality or minor defects in Proposal received and the right to request multiple Operators to confer and combine Proposals if deemed in the best interest of the City.

Company Name

Signature of Authorized Representative

Federal Tax ID Number

****Failure to clearly mark the original and provide original signature may result in a Proposal being found non-responsive and given no consideration.***

EXHIBIT "B"

CITY OF TURLOCK
 REQUEST FOR PROPOSALS NO. 16-342
 Operation, Management and Marketing of a Certified Farmers Market
 Located on City of Turlock Property

REFERENCES

Respondents are to provide a list of three (3) references in the area provided below. References shall be provided as required in the Proposal specifications, terms and conditions.

Operators failing to provide references shall be deemed non-responsive.

The City may contact some or all of the references provided in order to determine the Proposal performance record on work similar to that described in this Proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation/selection/award process.

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address	
Type of Business:	
Date of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address	
Type of Business:	
Date of Service:	

Company Name:	
Address:	
City, State, Zip Code	
Contact Person:	
Telephone Number:	
Fax Number:	
Email Address	
Type of Business:	
Date of Service:	

Proposal Operator Name:	
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EXHIBIT "C"

**CITY OF TURLOCK
 REQUEST FOR PROPOSALS NO. 16-342
 Operation, Management and Marketing of a Certified Farmers Market
 Located on City of Turlock Property**

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

Exceptions, Clarifications, Amendments

List requests for Proposal clarifications, exceptions, and amendments below, if any, sign and submit with your Proposal response.

Attachment	Reference To:		Description
	Page No.	Paragraph No.	

Operator's Company Name:

 Signature of Operator/Authorized Representative

EXHIBIT "D"

**CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property**

INSURANCE DECLARATIONS

Name of Operator: _____

Business Address: _____

Particular insurance specifications and requirements will be set forth in the Agreement. In general, the following documents are required upon award of Proposal:

A Certificate of Insurance accompanied by the following Endorsements:

- General Liability Additional Insured (CG 20 10 for ongoing operation and 20 37 for products/complete operations)
- Automobile Liability Additional Insured
- Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided by Us
- Primary and Non-Contributory
- General Liability Waiver of Subrogation
- Workers' Compensation Waiver of Subrogation

The undersigned, as Operator, declares that he/she has carefully examined the insurance requirements in the conditions and will furnish, provide, and execute all necessary insurance certificates and endorsements or other documents specified by City Agreement. The City in its discretion may be require additional insurance.

Signature: _____

Date: _____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN FIVE (5) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.

The undersigned, as broker or insurance agent for Operator, declares that he/she has carefully examined the insurance requirements in the general conditions and will furnish, provide, and execute on behalf of Operator all necessary insurance certificates and endorsements or other documents specified by City.

Signature: _____

Date: _____

FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.

CHECK LIST
CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

This Checklist is provided to assist the Operators in the preparation of their Proposal response. Included in this list, are important requirements. It is the responsibility of the Operator to submit with the Proposal package in order to make the Proposal compliant. Because this checklist is just a guideline, the Operator must read and comply with the Proposal in its entirety. The checklist does not need to be returned with your Proposal.

____ Proposal, Exhibit "A" of the Request for Proposal has been signed (original signature) and all appropriate documents have been attached.

____ One (1) original and five (5) copies of the Proposal have been provided.

____ Addenda, if any, have been completed, signed and included in the Proposal package.

____ The completed Reference List, Exhibit "B", as provided with the RFP is attached.

____ Indicate all Operator exceptions, clarifications, and amendments Exhibit "C", to the City's requirements, conditions, agreement and specifications.

____ All Insurance Documents, Exhibit "D" have been completed, signed and included.

OPERATOR PROPOSAL LIST
(For City Use Only)

CITY OF TURLOCK
REQUEST FOR PROPOSALS NO. 16-342
Operation, Management and Marketing of a Certified Farmers Market
Located on City of Turlock Property

PROPOSAL CLOSING DATE AND TIME: MARCH 8, 2016 AT 3:00 P.M.

1		
2		
3		
4		
5		
6		

DRAFT

City of Turlock Request for Proposals
 Certified Farmers Market Located on City Property
 Evaluation Criteria

Vendor Name: _____

Evaluators Name: _____

ITEM	EVALUATION CRITERIA	SCORE (1-10)	NOTES
1	Operator's clear demonstration of services to be performed and the completeness/reasonableness of the proposal		
2	Operator's experience/expertise, technical capabilities, professional competence and qualifications		
3	Operator's proposed/assigned personnel's special experience/expertise, technical capabilities, professional competence and qualifications		
4	Operator's references		
5	Operator's financial stability		
6	Information contained in "Response Requirements"		
7	Best Overall Fit		
	TOTAL (out of 70)		

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (hereinafter "Agreement") dated _____, 2016, between **THE CITY OF TURLOCK**, a municipal corporation (hereinafter "City") and _____ (hereinafter "Operator") is made with reference to the following facts:

RECITALS

- A. On _____, City issued Request for Proposals No. 16-342 for the Operation, Management, and Marketing of a Certified Farmers Market Located on City of Turlock Property.
- B. On _____, the City Council selected Operator to operate a Certified Farmers Market on City of Turlock property.
- C. Operator is (a certified grower/non-profit corporation) qualified to operate a Certified Farmers Market.
- D. In order to operate a Certified Farmers Market in Turlock, Operator desires use of Main Street which is owned and maintained by the City of Turlock.
- E. City and Operator each desire an agreement between them setting forth the specific terms and conditions under which Operator may use City's property.

AGREEMENT

NOW, THEREFORE, it is agreed as follows:

1. **License Area.** The premises covered by this Agreement is a portion of Main Street as depicted on Exhibit A attached hereto (hereinafter referred to as the "License Area"). Operator may request the use of additional License Areas which may be considered by the City and authorized for use as more fully described in Section 4.
2. **City Manager.** For the purpose of this Agreement, the City Manager shall mean the City Manager or the City Manager's designee.
3. **Scope of Services.** The Scope of Services shall include the requirements provided herein, Operator's Proposal, Exhibit D, and Operator's Performance Requirements, Exhibit B, to this Agreement, which are incorporated herein by this reference.
4. **Grant of Revocable License.** City hereby grants Operator a revocable license to use and occupy a portion of City's property for the purpose of operating a certified farmers market wherein participating merchants/vendors will be engaged in the retail sale of agricultural products and other items customarily offered at a certified farmers market for sale to the general public. Operator agrees to adhere to the guidelines regarding the composition of vendors, products and aesthetic requirements established by the City. The revocable license granted herein shall authorize use and occupancy of the License Area by Operator and its authorized agents and participating merchants/vendors, attached as Exhibit C. Operator is expressly prohibited from using the License Area for any activity other than the activities authorized by this Agreement.

Operator shall be allowed use of the License Area for the approved "Time of Operation" as set forth in paragraph 7. Moreover, the periodic use of Main Street for special events that fall outside of the "Time of Operation" in paragraph 7 is permissible with approval from the City Manager.

Operator shall provide a calendar year annual schedule. The initial schedule shall be presented to the City concurrent with execution of this Agreement and by January 1st of each year thereafter. By mutual agreement and subject to approval by the City Council, other downtown locations may be incorporated into the market on a regular or periodic basis.

Operator may request changes to the Annual Schedule by written notification to the City Manager, but shall endeavor to minimize changes to the schedule during the initial program year and each subsequent program year. All changes should be made in writing no less than 30 days prior to the effective date of the change. The City Manager shall have sole authority to approve the Annual Schedule and any requested changes to the Annual Schedule.

5. **Condition of License Area.** Use of the License Area is being granted to Operator in its present condition and City shall have no obligation to make any alterations or improvements to the License Area to accommodate Operator's use. Operator acknowledges the City has made no representations or warranties concerning the condition of the License Area or its suitability for Operators intended use. It shall be the sole responsibility of Operator to conduct such inspections of the License Area as it deems necessary to satisfy itself that the License Area can be used for the purposes intended by Operator and its participating merchants/vendors. Operator shall ensure that its employees and volunteers shall observe and exercise all necessary caution and discretion so as to avoid personal injury and property damage.
6. **Utility Services.** Operator further acknowledges that no water, electricity, or other utility service will be provided by City to the License Area; however, depending on the License Area and at the request of Operator, City may provide electrical service through existing City electrical outlets available at License Area at the same cost as normally charged by City to persons using electricity in connection with the conduct of a special event. All electrical installations and connections shall be subject to approval of the Director of Parks, Recreation, and Public Facilities or his/her designated representative.
7. **Time of Operation.** The Market will be operated by Operator on _____ between the hours of _____ and _____, with setup to begin at _____, and teardown from _____ to _____ from _____ (date) _____ to _____ (date) _____.
8. **Term of Agreement.** The initial term of this Agreement shall be for a period of thirty-six (36) months, commencing on _____ and ending _____, 2019, unless terminated earlier as set forth herein.
9. **Licenses/Permits.** Operator must maintain all licenses/permits required by the State of California in order to operate and be a certified farmers market and any and all other required licenses/permits.
10. **Vendors.** Operator must retain all merchants/vendors of the 2015 Turlock Farmers Market at the 2015 merchant/vendor rates, with the exception of vendors who do not

comply with Operator's policies and regulations. Removal of vendors for non-compliance shall be reviewed and approved by the City Manager.

11. **Maintenance.** Operator shall be responsible for any maintenance obligations set forth in Exhibit B. In addition, upon the conclusion of each market/event, Operator and its participating merchants/vendors shall thoroughly clean the License Area, remove all trash, waste, and debris to the available trash receptacles provided by the City, and restore the License Area to substantially the same condition as existed before the conduct of the event, including the repair of any damage to City property resulting from the market activities. Should the trash, waste and debris exceed the capacity of the trash receptacles currently available, Operator will provide additional receptacles. No storage of materials will be allowed on site.

In the event the License Area is not fully cleaned up, damage has occurred, or Farmers Market items are left behind, the City may charge Operator accordingly. In the event staff time is necessary, Operator will be charged \$100.00 per hour, per staff member needed as directed by the City Manager.

12. **Street Closures.** Operator will be required to properly set up and take down all approved street closures. Operator must provide their own barricades and equipment for street closures. A traffic control plan, or entry and exit plan to the event showing ingress, egress, delivery routes, closures, and parking, must be submitted and approved to the satisfaction of the City's Traffic Engineering Division.
13. **Payment.** Operator shall make all payments, whether or not invoiced by the City, required pursuant to this Agreement no later than January 1st of each year that such payments are due. Initial payment is due the first Friday prior to Operator's first market operation, Friday, _____, 2016. All payments shall be mailed by first class mail or delivered in person at City offices and addressed as follows:

City of Turlock
Attn: Finance Department
156 S. Broadway, Suite 110
Turlock, California 95380

14. **Personal Property.** Personal property of Operator shall be Operator's sole responsibility to acquire, repair, replace and store. No storage of personal property will be allowed on site. Operator shall remove all personal property at the expiration or termination of this Agreement, or sooner, as directed by the City in its sole discretion. Any personal property not so removed within five (5) days of notification by the City shall become the sole property of City with no compensation.
15. **On-site Manager.** The Market Manager will be on-site when the market and other events are in operation and City staff will be provided with a cell number by which he or she can be reached. Operator shall be responsible for adequate and appropriate staffing and management at the site of the certified farmers market.
16. **Vendor Regulatory Compliance:** Operator shall provide a regulatory compliance plan for all merchants/vendors to ensure compliance with all applicable laws. The plan will include a checklist of compliance such as certification, licensure, and any other related compliance items. Operator will be responsible to work with all merchants/vendors to aid in compliance. Operator and vendors shall comply will all applicable laws including,

- but not limited to, State, County, and Local health regulations and obtain the appropriate permits, certificates, and licenses.
17. **Cancellation of Agreement.** Whenever, in the opinion of the City Manager, said service is not satisfactory, the Operator shall be advised of the reasons in writing. If the Operator fails to correct unsatisfactory conditions, as determined by City, within 30 days, the City's representative may declare the agreement terminated and so advise the Operator in writing. The City may then contract with another Operator.
 18. **Termination of Contract.** The City reserves the right to terminate this agreement, in whole or in part, at any time, for any reason, without penalty. City shall give Operator thirty (30) days written notification prior to the effective date of termination.
 19. **Workmanship.** It is the intention of the City to call for the highest level of quality in services compatible with industry standards. All service shall be performed by a trained, qualified and experienced Operator in providing the proposed services. The Operator shall cooperate with the City's representative to enable the City's representative to determine the Operator's conformity with this Agreement and the adequacy of the services being performed.
 20. **Contract Compliance.** The City shall have the right to audit the records of the Operator (related to this agreement) at reasonable times during normal working hours to determine compliance by Operator of their obligations pursuant to this RFP and the agreement.
 21. **Compliance with Legal Requirements.** Operator and its participating merchants/vendors shall strictly comply with all applicable federal, state and local laws and regulations concerning transportation, handling, storage, and sale of food and other products offered for sale by the participating merchants/vendors at the Market. Operator shall strictly comply with all applicable laws, ordinances, and regulations pertaining to the operation of a farmers market. Prior to commencement of the first market day, operator shall obtain and require each vendor to obtain a City of Turlock Business License and Operator shall keep and maintain such licenses in full force and effect at all times during the term of the License Agreement. Operator shall comply with all California Codes, Regulations, Certified Farmers Market rules and City of Turlock Municipal Codes and all applicable governmental laws and orders. Operator shall provide proof of compliance, if requested by the City.
 22. **Indemnity.** Operator agrees to indemnify, defend, and hold City, and it's elective and appointive officers, officials, boards, commissions, employees, volunteers, and agents harmless from and against any and all claims, damages, demands, losses, causes of action, liabilities, costs or expenses, including attorney's fees, arising out of or in any way connected with the condition, use or misuse of the License Area or the operation of a farmers market thereon, or occasioned by any negligent act or omission of Operator or its participating merchants/vendors, the award of the RFP to Operator, the City entering into a revocable license agreement with Operator, the use of City's property by Operator, and/or the performance of the work/services described herein, caused in whole or in part by any negligent act or omission of Operator, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
 23. **Liability Insurance.** Operator shall not commence work or services under this Agreement until Operator has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Operator

allow any subcontractor to commence work or services on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Operator shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Operator, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: When applicable, coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

(2) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(3) Cyber Liability Insurance is required only for any products and/or services related to information technology (including hardware and/or software) are provided to City and for claims involving any professional services for which Operator is engaged with City for such length of time as necessary to cover any and all claims.

(b) Minimum Limits of Insurance: Operator shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Operator shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of work or operations performed by or on behalf of Operator, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an

endorsement to Operator's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Operator's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Operator's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Operator shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Automobile Insurance: Operator shall furnish City with proof of automobile liability coverage and a valid California driver license.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(g) Verification of Coverage: Operator shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Operator's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(h) Waiver of Subrogation: Operator hereby agrees to waive subrogation which any insurer of Operator may acquire from Operator by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Operator, its agents, employees, independent contractors and subcontractors. Operator agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(i) Subcontractors: Operator shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor the requirements stated herein.

24. **Performance.** Operator shall perform the entire service as indicated in the Proposal attached as Exhibit D and incorporated by this reference and the services as set forth in the this Agreement and any and all exhibits or attachment thereto.

25. **Independent Operator Relationship.** All acts of Operator, its agents, officers, and employees and all others acting on behalf of Operator relating to the performance of this Agreement, shall be performed as independent Operators and not as agents, officers, or employees of City. Operator, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Operator has no authority or responsibility to

exercise any rights or power vested in the City. No agent, officer, or employee of the City is to be considered an employee of Operator. It is understood by both Operator and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Operator, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent Operators and not as employees of City.

Operator shall determine the method, details and means of performing the work and services to be provided by Operator under this Agreement. Operator shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Operator in fulfillment of this Agreement. Operator has control over the manner and means of performing the services under this Agreement. Operator is permitted to provide a service to others during the same period service is provided to City under this Agreement. If necessary, Operator has the responsibility for employing other persons or firms to assist Operator in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Operator, such persons shall be entirely and exclusively under the direction, supervision, and control of Operator. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Operator.

It is understood and agreed that as an independent Operator and not an employee of City neither the Operator or Operator's assigned personnel shall have any entitlement as a City employee, right to act on behalf of the City in any capacity whatsoever as an agent, or to bind the City to any obligation whatsoever.

It is further understood and agreed that Operator must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Operator's personnel.

As an independent Operator, Operator hereby indemnifies and holds City TY harmless from any and all claims that may be made against City based upon any by any third party that an employer-employee relationship exists by reason of this Agreement.

26. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be mailed or personally delivered to the other party at the following address:

To City:
CITY OF TURLOCK
Allison VanGuilder
Parks, Recreation, Public Facilities Director
144 S. Broadway
Turlock, CA 95380-5435
(209) 668-5594

To Operator:

27. **Logo.** Operator's proposed logo is included in Exhibit E.
28. **Cost of Suit.** In the event legal action between City and Operator shall become necessary in order to enforce or interpret this Agreement, or any provision contained herein, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including reasonable attorney's fees.
29. **No Assignment.** This license is personal to the Operator and may not be assigned or transferred to any other party without the prior written consent of City.
30. **Taxes.** The Operator shall be responsible for the payment of all City, county, state and federal taxes required by law. This Agreement may create a possessory property interest in Operator. Operator acknowledges and agrees that Operator's leasehold and/or other property interests may be subject to property taxation, and Operator to the payment of property taxes levied on such interest. Such taxes are referred to herein as "Possessory Interest Taxes", and shall be paid by Operator during the term of this Agreement.
31. **Governing Law and Jurisdiction.** This Agreement is made, entered into, and shall be performed in the City of Turlock, California. City and Operator understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to the Agreement and also govern the interpretation of the Agreement. Any litigation concerning the Agreement shall take place in Stanislaus Superior Court, or the Federal District Court with jurisdiction over the City. Operator agrees not to commence or prosecute any dispute arising out of or in connecting with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.
32. **No Property Rights.** Nothing in this Agreement is in any way intended to establish, convey, create or otherwise grant to Operator any form of property rights in the License Area, nor shall such rights be established, conveyed, created or otherwise granted by Operator's use of the License Area pursuant to this Agreement. Operator hereby acknowledges that it currently has no property interest in the License Area or any improvements thereto or fixtures location thereon, and that any claim it may have to same is hereby and forever waived.
33. **Severability.** If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.
34. **Agreement Contains All Understandings: Amendment.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Any modifications or amendment to this Agreement must be in writing. Neither City nor Operator shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.
35. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder,

nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

36. **Conflict.** In the event of conflict or issue between the terms of this Agreement and Operator's Proposal, attached hereto as Exhibit D, or other communication between the parties, the terms of this Agreement and relevant City guidelines shall control.

37. **Authority to Execute This Agreement.** The person or persons executing this Agreement on behalf of the Operator warrants and represents that s/he has the authority to execute this Agreement on behalf of the Operator and has the authority to bind Operator's performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Revocable License Agreement the day and year first above written.

CITY OF TURLOCK

By: _____
Gary Soiseth, Mayor
or

Michael I. Cooke, Interim City Manager

By: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

By: _____
Date: _____

APPROVED AS TO FORM:

EXHIBIT A
LICENSE AREA



**EXHIBIT B
OPERATOR'S PERFORMANCE REQUIREMENTS**

- a) The dumping of waste and food by-product is illegal in storm drains and is prohibited.
- b) Outdoor cleaning of food service equipment shall be within the vendor's self-contained units as approved by the City.
- c) Trash enclosure areas shall be designed to avoid run off into the storm drain system. Trash generated from each event shall be removed by Operator daily.
- d) Wastewater from vehicle and equipment washing shall not be discharged into the storm drain system.
- e) The use of City water without a permitted meter is prohibited.
- f) An Environmental Health application may be required by the County of Stanislaus Environmental Health Division.
- g) Operator shall ensure the entire site is cleaned and cleared of all garbage. Vendor's and market equipment and property must be removed after each event.
- h) City real property may not be altered in any way without prior City approval. No stakes or other equipment may be attached to City Property.
- i) Operator shall minimize noise impacts of any generators. Amplified sound is permitted in accordance with the Turlock Municipal Code.
- j) Operator shall be responsible for turning power to the electrical outlets in the area of the Main St. market on and off, before and after each market/event.
- k) The Operator must supply, maintain, manage and store market signage.
- l) Operator shall make available at least one (1) space each week for Local Non-Profit groups to distribute information and/or take registration for their programs at no cost.
- m) Operator shall make a minimum of one (1) space each week available for the City at no cost. City may allow other entities to use this space to promote services and provide information.
- n) Operator shall notify the City seven (7) business days prior to the removal of any merchant/vendor for rule or code non-compliance. Removal of a merchant/vendor shall be reviewed and approved by the City Manager.

EXHIBIT C
PARTICIPATING MERCHANTS/VENDORS

DRAFT

EXHIBIT D
OPERATOR'S PROPOSAL

DRAFT

EXHIBIT E
LOGO



Farmers Market Draft RFP
Stakeholder Comments Meeting 2/17/16

Draft RFP

Page #	Paragraph #	Item	Comments
4	5	References	Differing opinions on whether or not it is appropriate to use City staff as a reference.
5	3	Evaluation/Selection Criteria #7	Strike item 7 completely, leave as is or change it to "Operator's" vision.
7	2	Expanded Vendors	Instead of "Expanded Vendors" change to "Operator's proposed vendor mix"
7	2-5	"City" Interests	Revise language to reflect the Operator's vision, not the City.
7	6	Response Requirements	Strike out first sentence regarding "longest market possible", changing it to ask about the Operator's proposed market length and move up to "Description of Opportunity".
8	7	1.8 Social and Environmental Responsibilities	Concerns about portable restroom requirements and impacts on businesses. Farmers Markets only required to have fixed restroom for vendors.
9	4	1.12 Compensation for Use of City Property	Would prefer the City ask for a specific dollar amount based on actual costs. Some were satisfied with this language as is.
11	3	2.2.2 Competitive/Joint Proposals	Concerns about the willingness for groups to work together.
12	6	Cyber Liability	Remove this item as risk for this activity has been determined to be low by the RMA.
15	2	2.2.15 Award of the Agreement a)-j)	Overall dissatisfaction with the City's control over the award and the lack of community input. Some were satisfied with this section.
17	2	Operator to Read	Formatting issue in last sentence, no space between "THE AGREEMENT".
18	2	Nondiscrimination Clause	Suggest to change "sex" to "sex, gender".
19	3	Licenses and Certifications	Eliminate the Operator's License No. and Expiration Date as this will not be available at time of RFP submittal.

Draft Agreement

Page #	Paragraph #	Item	Comments
2	3	4) Grant Revocable License: Last sentence.	Concerns about the City Manager having sole authority to approve the annual market schedule or changes to the schedule.
3	3	11) Maintenance	Concern about the \$100 hour fee. Some recognized the need for this to protect the City and the Market. Instead of a flat rate this could be based on actual cost.