



LEMOORE

CALIFORNIA

LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
August 5, 2025
5:30 P.M.

SPECIAL MEETING AGENDA

Please silence all electronic devices as a courtesy to those in attendance. Thank you.

5:30 pm SPECIAL SESSION

This special City Council meeting will run in concurrence with the regular City Council meeting of August 5, 2025.

4 – CONSENT CALENDAR

- 4-16 Approval – Professional Services Agreement for Concessionaire Services Between the City of Lemoore and Gotti's Kitchen

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above Special City Council Agenda for the meeting of August 5, 2025 at Council Chamber, 429 C Street and City Hall, 711 W. Cinnamon Drive, Lemoore, CA on July 31, 2025.

//s//

Marisa Avalos, City Clerk



711 West Cinnamon Drive • Lemoore, California 93245 • (559) 924-6744

Staff Report

Item No: 4-16

To: Lemoore City Council
From: Marissa Trejo, City Manager
Date: June 30, 2025 **Meeting Date:** August 5, 2025
Subject: Professional Services Agreement for Concessionaire Services Between the City of Lemoore and Gotti's Kitchen

Strategic Initiative:

<input type="checkbox"/> Safe & Vibrant Community	<input type="checkbox"/> Growing & Dynamic Economy
<input checked="" type="checkbox"/> Fiscally Sound Government	<input checked="" type="checkbox"/> Operational Excellence
<input type="checkbox"/> Community & Neighborhood Livability	<input type="checkbox"/> Not Applicable

Proposed Motion:

Approval of Professional Services Agreement for Concessionaire Services Between the City of Lemoore and Gotti's Kitchen.

Subject/Discussion:

The City of Lemoore issued a Request for Qualifications for Concession Services at the Recreation Center. Two proposals were received and evaluated, and the applicants were invited to participate in interviews. Gotti's Kitchen received the highest ranking, and an agreement with the City has been drafted for consideration and approval.

Financial Consideration(s):

Durin each year of the agreement, Gotti's shall pay monthly to the City an amount equaling:

- Four percent (4.0%) of that portion of the gross sales for monthly gross sales below \$30,000.
- Five percent (5.0%) of that portion of gross sales for monthly gross sales above \$30,001.

Gotti's kitchen agrees to fund the following City functions:

- A food-related program for youth within the Recreation Center in the amount of \$1,000 once per calendar year.
- In-Kind catering in the amount of \$1,000 twice per year to the City.

Alternatives or Pros/Cons:

Pros:

- Fills vacant space in the Recreation Center
- Revenue generation

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of the Professional Services Agreement for Concessionaire Services Between the City of Lemoore and Gotti's Kitchen.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☒ Contract
- ☐ Other

List:

Review:

- ☐ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☐ Finance

Date:

07/30/2025
07/30/2025

PROFESSIONAL SERVICES AGREEMENT CONCESSIONAIRE SERVICES

THIS AGREEMENT by and between CITY OF LEMOORE (hereafter City) and GOTTI'S KITCHEN (hereafter Vendor) is entered into with a mutually agreed upon effective date of August 5, 2025, with food services to begin August 25, 2025.

Vendor is specially trained, experienced and competent to perform all required and necessary services of food and catering. The Vendor represents that it has the qualifications and ability to perform the food and catering services in a professional manner, without the advice, control, or supervision of the City. The Vendor's services will be performed, findings obtained, reports and recommendations prepared, if any, in accordance with generally and currently accepted principles and practices of its profession for services to municipalities and similar organizations.

In consideration of the mutual promises and covenants contained in this document, the City and Vendor agree as follows:

Article I – Scope and Responsibilities

1.1 Purpose

This Agreement sets forth the terms and conditions under which the City retains the Vendor to manage and operate the City's food and catering operations in the City of Lemoore Recreation Center solely for the use of visitors, staff, and the public.

1.2 Scope

Vendor shall provide its services and expertise to the City for the total operation of the City of Lemoore Recreation Center's food services program. Accordingly, the Vendor shall purchase, prepare and serve food or food products in the City of Lemoore Recreation Center Kitchen. Food shall be prepared in accordance with standard menu and nutritional requirements as directed by the City and in compliance with all provisions of law relating to health and cleanliness standards. The City reserves to itself the right and responsibility to review menus as to nutritional value and appropriateness. Sufficient quantities of menus shall be printed to allow posting at locations directed by the City Manager. The Vendor shall be responsive in its formulation of menus to such special dietary and ethnic food requirements as the City may designate.

1.3 Management

Recognizing that competent management of the food services operations of the City is essential to the success of such operation, the City and Vendor agree that Vendor will ensure that all staff undergo the necessary health and security checks required while working in an academic food environment.

Article II – Term

2.1 It is the desire of both the City and Vendor to enter into a long-term business relationship. To attain this objective, the following are mutually agreed upon:

- 2.1.1 The initial term of this Agreement shall be for a period one (1) year. Thereafter, the parties may agree to extend the term of the Agreement for up to nine (9) successive one-year periods upon written agreement signed by both parties, for a total of ten (10) years. The City shall consider each renewal on a **year-to-year**

basis. Termination of the Agreement during the initial term or any renewal term shall be as otherwise provided in this Agreement.

2.1.2 Fiscal terms and arrangements are covered in Article III of the Agreement.

2.2 Termination for Convenience

The City and Vendor shall, at all times, have the option of terminating the contractual agreement by the giving of one-hundred and eighty (180) days written notice of intent to terminate.

2.3 Termination for Cause: Either party may terminate this Agreement immediately for cause. Cause shall include, without limitation, a material violation of this Agreement by either party or if a party becomes insolvent or if Vendor fails to pay commission in a timely manner.

Article III – Fiscal

3.1 For the purpose of this agreement net revenue is defined as Vendor's gross annual sales from kitchen and catering services, excluding sales tax. During each year of this Agreement, the Vendor shall pay monthly to the City an amount equaling:

3.1.1 Kitchen and Catering

- FOUR PERCENT (4.0%) of that portion of the gross sales for monthly gross sales below \$30,000.
- FIVE PERCENT (5.0%) of that portion of the gross sales for monthly gross sales above \$30,001.

3.1.2 Payments

All payments to the City shall be in U.S. dollars. This specific clause shall be subject to re-negotiation at the end of each fiscal year during the term of the Agreement. The Vendor shall provide monthly financial statements to the City's Finance Director for review and audit, and in such a format as to allow for verification of sales in the areas called out above.

3.1.3 The Vendor agrees to fund the following City functions:

1. Funding for a food-related program for youth within the Recreation Center in the amount of One Thousand Dollars (\$1,000.00) once per calendar year. Payment will be made to the City no later than the 15th day of December for the preceding year.
2. In-Kind Catering in the amount of One thousand DOLLARS (\$1,000.00) twice per year to the City.

All payments due shall be paid by check made payable to "City" and delivered to:

City of Lemoore
Attn: Finance Department
711 W. Cinnamon Dr.
Lemoore, CA 93245

3.2 To promote relations and the spirit of community within the Recreation Center, the Vendor agrees to participate in a minimum of two City events during the year (e.g., Candy Crawl, Easter Egg Hunt). The events will be agreed upon between the City and the Vendor.

3.2.1 The Recreation Center and/or Recreation Foundation will be allowed to host fundraising events through the sale of food and beverages.

3.3 Purchasing Practices: In order to assure that prices remain as low as industry standards permit, the Vendor shall make every attempt to purchase all foods, supplies and/or equipment as competitively as possible without sacrificing quality. No City involvement in the purchasing process is contemplated; the City, however, reserves to itself the right to inspect lists for price comparison purposes.

3.4 Prior to the expiration or termination of the Agreement, the Vendor will, with the cooperation of City staff, conduct an inventory of foodstuffs on hand. Goods thus acquired will be reimbursed to the Vendor by the City at the market value at that time, less any discounts, rebates or other applicable credits received by the Vendor on those Goods. Additionally, an inventory of capital equipment will be conducted at the time of such termination, shortages, if any, of City-owned equipment at that time will be negotiated for reimbursement at the depreciated value of the equipment at that time.

Article IV – Pricing and Scheduling

2.1 The Vendor shall perform and operate on a schedule to be approved by the City, which includes opening no later than one hour after the opening of the Recreation Center and closing no earlier than one hour before the closing of the Recreation Center. The Recreation Center Kitchen may be closed by the City during private facility rentals, with at least two weeks written notice to the Vendor. The needs of the City's activity calendar shall prevail over any conflicting schedules such as private catering or conference activities. When not in conflict with City scheduling, the City encourages the Vendor's support of catering and conference activities.

Article V – Equipment and Facilities

5.1 The City shall provide the Vendor, with facilities for food services, including adequate dry, refrigerated and freezer storage areas, and sanitary toilet facilities for employees. Except as may be specified in writing by the Vendor prior to the effective date of this Agreement, the facilities and equipment provide by the City shall be deemed to be complete, operable and adequate for effective performance under this Agreement.

5.2 The Vendor may provide and install, at no expense to the City, additional equipment after first receiving written approval of the City's Public Works Director. Equipment so provided by the Vendor shall remain the property of the Vendor, regardless of whether said property is attached or affixed to the real property owned by the City. The Vendor shall have the right to remove, or upon the City's request, sell to the City, at fair market value, such equipment within thirty (30) days after expiration or termination of this Agreement subject to other provisions of the Agreement. If Vendor removes any property attached or affixed to the City's real property, Vendor shall ensure the City's property is restored and returned to the City in its original condition prior to the commencement of any and all agreements with Vendor with no damage thereto, reasonable wear and tear accepted.

5.3 The City shall have the right to install any needed equipment or to make alterations to the facilities in a manner compatible with existing facilities. The City and Vendor shall each be responsible for compliance with all federal, state and local health and safety regulations for facilities and space over which that party has operating control.

5.4 The Vendor may perform emergency maintenance and repairs on the equipment provided by the City if the Vendor is unable to reach the City contact or Maintenance Superintendent. The City shall reimburse the Vendor for such costs if the City would otherwise have had the responsibility for such repairs; the City will not reimburse the Vendor is such maintenance and

repairs are needed due to the Vendor's negligence, willful misconduct, or misuse of the equipment.

5.5 In the event of termination or expiration of the Agreement, the Vendor, shall allow its successor (or the City designee) reasonable access to the premises during the thirty (30) days immediately preceding the expiration date of the Agreement.

5.6 The Vendor shall, as a direct cost of operation, maintain standards of housekeeping and sanitation in areas under its responsibility to the satisfaction of the City and governmental authorities, including the requirements of the CAL/OSHA, Education Code section 88004.5, subdivision (c), and local health authorities. Cleaning and sanitation of the kitchen, food preparation and food court areas are the responsibility of the Vendor; daily custodial services provided by the City do not include these areas.

Failure on the part of the Vendor to maintain an acceptable city, county or state health department rating shall constitute a default on the part of the Vendor and shall give the City the right to terminate the Agreement upon the giving of ten (10) days written notice.

5.8 The City assumes the responsibility for the painting of walls and ceilings, cleaning of blinds, carpeting, draperies, and windows, if applicable. The Vendor will be responsible for bussing and cleaning tables in the Recreation Center eating areas and ensuring all trash is properly disposed of.

5.9 Access: the City shall have full access at all times to the Recreation Center kitchen and equipment with or without prior notice.

Article VI – Operational Costs/Responsibilities

6.1 The Vendor shall assume the cost and expense of the food service operation in the following areas:

6.1.1 Foodstuffs

6.1.2 All Supplies, including cleaning supplies, serving supplies, utensils, napkins, plates, cups

6.1.3 Labor - Including all personnel directly involved with food service operation

6.1.4 Uniforms

6.1.5 Table linen, if any

6.1.6 Telephone charges

6.1.7 Printing and stationery supplies

6.1.8 Flowers, candles and other decorative item, if any

6.1.9 Appropriate functioning point of sale system with proper sales reporting ability

6.1.10 Bookkeeping and payroll preparation for the Vendor staff

6.1.11 General supervision

6.1.12 Required licenses, including City of Lemoore Business License, permits, and liability insurance

6.2 The Vendor is responsible for the following specifics regarding cleanliness and maintenance:

6.2.1 Daily cleaning and housekeeping of the kitchen, food preparation and seating areas commonly used for eating, disposal of all trash generated from the kitchen, and washing of all trays, dishes, glassware, and utensils in accordance with accepted industry and local health standards. The deep cleaning of the kitchen, food preparation and food court areas will be performed, at a minimum, once a week.

6.2.2 Prompt cleaning of all food preparation areas and area furnishings. All spills on floors within kitchen, food preparation, and seating areas shall be cleaned up immediately.

6.2.3 Nightly sweeping and damp-mopping of floors and general cleaning of the kitchen and preparation areas in the Vendor's care and control.

6.2.4 Emergency maintenance of City-owned and installed kitchen equipment. The Vendor may pay these costs outright and then bill the City or the billings may be referred to the Maintenance Superintendent for payment. The City will not reimburse the Vendor if such maintenance is needed due to the Vendor's negligence, willful misconduct, or misuse of the equipment.

6.3 The following shall be the responsibility of the City:

6.3.1 City owned equipment repair and replacement (except where such repair and replacement are caused by the Vendor's negligence, willful misconduct, or misuse of the equipment).

6.3.2 Painting and redecorating.

6.3.3 Fire insurance.

6.3.4 Outside maintenance.

6.3.5 Pest control in the general building areas. Pest control, to include extermination services as requested by the Vendor's Manager.

6.4 The City's responsibilities per Article 6.3 are expanded to include the following:

6.4.1 Removal of garbage and trash from the area placed in bins designated by the Maintenance Superintendent.

6.4.2 Mopping scrubbing, and buffing of floors, and cleaning windows and walls outside of the kitchen.

6.4.3 Heavy maintenance, including cleaning of all duct work when necessary.

6.4.4 Placement of light bulbs and periodic cleaning of light fixtures.

Article VII – Personnel

7.1 Non-Discrimination: Neither party to this Agreement shall discriminate because of national origin, handicap, or race, color, religion, sex, age, status as a Vietnam veteran, as defined by applicable governmental statute, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel. This fundamental rule of conduct shall be clearly communicated to all employees, prospective employees and the community at-large.

7.2 Employee Training: The Vendor shall conduct, as part of its management responsibility, regularly scheduled in-service training for regular employees.

7.3 Health and Security Examinations: The Vendor shall arrange for all employees on duty at the operation to have periodic health examinations, as frequent and stringent as required by law, and will submit acceptable evidence of compliance with all health regulations to the City upon request.

Article VIII – Terms and Conditions

8.1 Insurance: The Vendor shall obtain and keep in force during the term of this Agreement, for the protection of the City and the Vendor, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the Combined Single Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars Aggregate (\$2,000,000) including but not limited to Personal Injury Liability, Broad Form Property Damage Products Liability, Blanket Contractual and Product Liability, covering only the operations and activities of the Vendor under this Agreement, and shall deliver a certificate evidencing such coverage and listing the City of Lemoore as an Additional Insured, to the City within thirty (30) days after the execution of this Agreement.

The Vendor shall obtain and keep in force during the term of this Agreement, for the protection of the City and the Vendor, Commercial General Automobile Liability Insurance for bodily injury, including death, and property damage that provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles, and shall deliver a certificate evidencing such coverage to the City within thirty (30) days after the execution of this Agreement.

The Vendor shall obtain and keep in force during the term of this Agreement, for the protection of the City and the Vendor, Employer's Liability insurance that provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and shall deliver a certificate evidencing such coverage to the City within twenty-one (21) business days after the execution of this Agreement.

The insurance policy or policies shall contain a covenant by the issuing company that they shall not be canceled unless a thirty (30) day prior written notice of cancellation is provided to the City. In addition, excess liability (umbrella) coverage of not less than Two Million Dollars (\$2,000,000) per occurrence and an equal amount in aggregate must be provided.

Insurance is to be placed with insurers with a current A.M. Best's Rating of no less than A:VII, unless otherwise acceptable to the City.

8.1.1 Worker's Compensation Insurance: A certificate must be provided to the City certifying that the Vendor carries Worker's Compensation Insurance in amounts required

by state and local statute. Statutory limits are \$1,000,000 each accident, \$1,000,000 policy limit (disease) and \$1,000,000 each employee (disease).

8.1.2 Fire Insurance: City will carry adequate fire and extended coverage insurance and, as covered in clauses following, will waive any and all rights of recovery from the Vendor for loss covered by perils defined in fire, extended coverage and sprinkler leakage policies.

8.2 Disability Accessibility and Electronic Information Technology: Contract hereby warrants that any goods or services, including any hardware or software products or services to be provided under this Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding the accessibility of its products or services which is brought to its attention.

8.3 City Policies: Vendor agrees to comply with applicable City Policies in effect at the time this Agreement is executed, modifications to existing policies occurring after the date of execution of this Agreement and policies enacted during the Term of this Agreement. These policies may include policies and/or administrative procedures related to a drug, smoke and alcohol free instructional environment.

8.4 Indemnity: To the furthest extent permitted by California law, Vendor shall, at its sole expense, defend, indemnify, and hold harmless the City, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract or from any activity, work, or thing done, permitted, or suffered by the Vendor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The City shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties.

8.6 Assignment: This Agreement may not be assigned by the Vendor in whole or in part without the written consent of the City.

8.7 Notices: Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be either served personally or otherwise delivered to the other party as follows:

Notices to the City:

City of Lemoore
Attn: Marisa Avalos, City Clerk
711 W. Cinnamon Dr.
Lemoore, CA 93245

Notices to Vendor:

Company Name: Gotti's Kitchen LLC
Contact Name: Cristal Pimentel
Mailing Address: 1245 ELBERTA DR Hanford, CA 93230

Contact Email: gottiskitchen@gmail.com

8.8 Catastrophe: With the exception of payment obligations for prior performance under this Agreement, neither the Vendor nor the Cityt shall be liable for the failure to perform their respective obligations when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closing, governmental rules or regulations, or like causes beyond the reasonable control of such party.

8.9 Rights beyond Termination: The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

8.10 Entire Agreement: This Agreement constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

Dated this 30th day of July 2025 in the City of Lemoore, County of Kings, California, which shall be the effective date of this Agreement, and shall be effective for one (1) year from this date unless Agreement is renewed or is terminated under provisions stated elsewhere in the Agreement.

City

City of Lemoore

By: _____

Date: _____

Name: Marissa Trejo

Title: City Manager

Vendor

By: 

Date: 7-30-2025

Name: ANGEL M. PUGA

Title: OWNER