

RESOLUTION NO. 2290

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING THE SUBMITTAL OF 1993 COMMUNITY DEVELOPMENT
BLOCK GRANT APPLICATION BY THE CITY OF SOLEDAD FOR
THE INSTALLATION OF PUBLIC IMPROVEMENTS IN
ASSOCIATION WITH THE DOLE SALAD
PROCESSING FACILITY**

BE IT RESOLVED by the City Council of the City of Soledad as follows:

Section 1. The City Council has reviewed and hereby approves an application for.

Installation of Public Infrastructure
Improvements in Association with the Dole
Salad Processing Facility being constructed
on Camphora/Gloria Road.

Activities include.

Sewer Improvements	\$ 392,470
Participation in Highway and Road Improvements	70,030
Grant Administration	37,500

Section 2. The City Council has reviewed and hereby approves the "First Source Hiring Agreement Between the City of Soledad and Dole Fresh Vegetable" incorporated into the above mentioned application.

Section 3. The City Council has reviewed and hereby agrees to comply with all assurances executed in connection with the application and, if awarded, the grant.

Section 4. The City Council has reviewed and understands its obligations to repay CDBG funds in the event that this activity is determined to be ineligible.


Section 5. The City Manager is hereby authorized and directed to act on the City's behalf in all matters pertaining to this application, including submittal of the application, execution of grant agreement, drawdown of funds, submittal of amendments, reports and execution of grant amendment documents. Additionally, the City Manager shall be the party responsible for grant administration.

PASSED AND ADOPTED by the City Council of the City of Soledad at a meeting duly held on the 8th day of November, 1993 by the following vote.

AYES, and in favor thereof, Councilmembers:

NAYES, Councilmembers:

ABSENT, Councilmembers.



MAYOR OF THE CITY OF SOLEDAD
FRED LEDESMA

ATTEST:



CITY CLERK OF THE CITY OF SOLEDAD
BLAIR KING

**FIRST SOURCE HIRING AGREEMENT BETWEEN CITY OF SOLEDAD
AND DOLE FRESH VEGETABLES**

This Agreement is made this 27th day of November, 1993, by and between the City of Soledad, a municipal corporation ("CITY") and Dole Fresh Vegetables, Inc., a California corporation ("DOLE"), with respect to the following facts and circumstances.

1 DOLE is in the process of constructing, and plans to operate, a "Ready-to-eat Salad Processing Facility" (hereinafter "Dole Facility") on unincorporated property within Monterey County, approximately 2.5 miles northwest of the core of Soledad

2 It is anticipated that the Dole Facility will employ approximately 700-900 employees. seasonal 700-800 hourly employees, 50 salaried supervisory and administrative positions, and 50 hourly non-seasonal

3 In order to provide additional funds for the construction of required public improvements necessary to serve the Dole Facility, the CITY has applied for an economic development grant from the Department of HCD of the State of California. Such a grant is commonly referred to as a Community Development Block Grant (CDBG). The purpose of the funds is to provide job benefit to low income persons. DOLE has participated in the preparation and review of the application prior to its submission to the State

4 In consideration of CITY's use of proceeds from the CDBG for the construction of public improvements directly benefiting DOLE, DOLE has assented to a "First Source Hiring" arrangement whereby eligible residents of CITY will be given first consideration, subject to the application of the provisions of Bud of California's collective bargaining agreements, for all available positions at the Dole Facility. DOLE has also agreed, as evidenced in the CDBG application, that a minimum percentage of all available positions at the Dole Facility will be guaranteed to members of a defined targeted income group

THEREFORE, upon approval of the CITY's CDBG application and execution of an Agreement between the State and the City, CITY agrees to apply the proceeds of said grant to the construction of public improvements associated with the Dole Facility upon the following terms and conditions

1 DOLE agrees that it will complete or participate in the completion of all public improvements, including those for which CDBG funds will be used, required for the Dole Facility to commence and maintain operation, within _____ months from the date of execution of this Agreement.

2. In seeking applicants for positions of employment at the Dole Facility, DOLE agrees that it will actively recruit and give first priority subject to the application of the provisions of Bud of California's bargaining agreements, to applications received from eligible residents of the City of Soledad. Only after consideration of such applications may a given position be awarded to a non-resident.

3 DOLE agrees that a minimum of 60% of the jobs created or retained for the Dole Facility will be allotted to the target income group defined as members of families earning 80% or less of the median income in Monterey County, as determined on an annual basis by the Department of Housing and Community Development. DOLE shall have sole responsibility for screening applicants to verify the existence of those characteristics unique to the designated target income group. DOLE shall use the definitions of Family Income provided by HCD.

4 DOLE uses the services of the Employment Development Department (EDD) to recruit for most of their hourly positions and they play a critical role during staffing efforts at the beginning of each season. DOLE shall take all appropriate measures necessary to encourage CITY residents to apply for positions through the EDD, including but not limited to the distribution of accurate job descriptions in both English and Spanish, publication in local newspapers, use of television and radio, listings with appropriate community based organization, and public agencies such as the local education institution and the City. Dole shall establish a personnel office within Soledad city limits for a period of two years for the purpose of recruiting employees.

5 The Human Resources office of Dole Fresh Vegetables - Value Added Products will be responsible for documenting the individuals interviewed and hired and the income eligibility of retained and new employees at the Dole Facility. Such records shall meet the requirements of the CDBG program and shall be made available for inspection, upon reasonable notice, by CITY staff and HCD staff. These records will be maintained for three years beyond the termination of the CDBG grant.

6 CITY shall perform an annual performance audit of DOLE's compliance with the terms and conditions of this agreement.

7 DOLE expressly agrees to defend, hold harmless and indemnify CITY from and against any and all claims, damages, causes of action, suits, or damages (including costs and expenses incurred in connection therewith) on account of death or injury to persons and/or loss of or damage to property of third persons arising from Dole's construction or design activities relating to the Dole sewer line from its production facility to the main transmission line, highway and road improvements to which CDBG funds are allocated

DOLE further expressly agrees to defend, hold harmless and indemnify CITY from and against any and all claims, damages, causes of action, suits, or damages (including costs and expenses incurred in connection therewith), pursued by any party including but not limited to the State of California, the Department of Housing and Community Development and the Fair Employment and Housing Department, relating to DOLE's failure to comply with provisions of the agreement and/or provisions of the grant Agreement between the State and the City which includes by reference the approved CDBG application.

8 The terms and conditions of this Agreement are to remain in full force and effect until all requirements of the CDBG grant have been extinguished. Thereafter, only those requirements set forth in Sections 2, 4, and 6 shall endure for an additional seven (7) year period. Dole represents that upon the expiration of the term of this Agreement, it will continue to make a good-faith effort to recruit employees from the eligible pool of applicants residing in the City of Soledad.

CITY OF SOLEDAD, a Municipal Corporation

By: 
 (Mayor)

DOLE FRESH VEGETABLES, INC a California Corporation.

By: 

Title: Vice President