

## **Agreement for Inmate Food Management Services**

This agreement ("Agreement"), dated as of October 1, 2020 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Trinity Services Group, Inc., (hereinafter "Contractor").

### **R E C I T A L S**

WHEREAS, Contractor represents that it is a duly qualified and experienced in the provision of inmate food management services; and

WHEREAS, in the judgment of the Sheriff-Coroner, it is necessary and desirable to employ the services of Contractor for the provision of inmate food management services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### **A G R E E M E N T**

#### **1. Scope of Services.**

1.1 Contractor's Specified Services. Contractor shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is

satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Compliance. Contractor and Contractor's staff shall remain compliant within the standards and guideline of California Code of Regulations (CCR), Title 15 Minimum Standards for Local Detention Facilities, Division I, Chapter 1, Subchapter 4, Article 12.

1.5 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- d. The Contractor's employees must attend orientation and training classes conducted by the County which have been deemed necessary for increasing awareness of safety, security, and operational issues in the facilities, paid at Contractor's expense.
- e. Contract shall maintain staffing levels as identified in Exhibit B, which is attached hereto and incorporated herein by this reference.
- f. Upon written request of County, Contractor shall provide temporary staffing services to assist with extended staffing shortages within County's kitchen support staff allocations. Staffing will be provided only after mutual agreement in writing between County and Contractor. The County does not guarantee any minimum or maximum amount of work under this agreement.

## 1.6 Policy Compliance.

Contractor shall comply with all policies of the Sonoma County Sheriff's Office, (hereinafter "Sheriff") Detention Division (hereinafter, "Detention"), facilities that may relate to the provision of inmate food services.

## 1.7 Background Investigation.

Upon signing this Agreement, Contractor shall provide a list of all person who are expected to or will provide services to County under this Agreement. All such persons must submit to a background investigation and be approved by the Sheriff's Office before performing any such services. Such persons shall also submit a consent and waiver form permitting County to obtain personal employment/professional qualification information from third parties, and releasing such third parties from any and all liability for disclosing such information to County. All personal information provided will be maintained by the County in strictest confidence to the extent allowed by law. No person shall perform any services contemplated herein unless and until approval has been obtained in writing from the Sheriff's Office. The Sheriff shall have the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be unacceptable safety or security risk shall not be given access to facilities.

## 2. Confidentiality.

Inmate files and automated records are of a confidential nature. Any information the Contractor's employees acquire as a result of providing services under this Agreement shall remain confidential. The Contractor shall honor all Federal and State laws and regulations, and related policies and procedures for safeguarding the confidentiality of data used to provide services under this Agreement.

## 3. Audits and Evaluations.

The County retains the right to audit all of the Contractor's records relative to the performance of contract services and to make unannounced site inspections at any time to evaluate contract performance and compliance with correctional food standards, CCR Title 15 guidelines, and other policy/procedure requirements. The Contractor must provide written response to any findings or inquiries resulting from the County's audit processes, and must promptly develop and implement corrective actions as indicated. The Contractor must cooperate fully with any and all audit and inspection activities initiated by County.

4. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with Exhibit C, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any

expenses incurred in completion of the services. Total payments made to Contractor shall not exceed \$807,098 for Year 1, and \$1,697,985 for Year 2.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Sheriff receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

5. Term of Agreement. The term of this Agreement shall be from October 1, 2020 to September 30, 2021, with a one-year option to extend, unless terminated earlier in accordance with the provisions of Article 4 below.

6. Termination.

6.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Contractor.

6.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

6.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

6.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

6.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sheriff-Coroner, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

6.6 Contractor's Authority to Terminate with Cause. Contractor shall have the right to terminate this Agreement any time without cause and with penalty, by providing the County with not less than ninety (90) days prior written notice. The Contractor shall continue to provide its services, if requested by County, beyond the proposed termination date up to an additional sixty (60) days.

7. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's

part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Sheriff-Coroner may be executed by the Sheriff-Coroner in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Sheriff-Coroner. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies,

including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership of Work Product All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement, shall be the property of County. Contractor shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Contractor and Contractor's subcontractors, Contractors, and other agents shall remain the property of those persons or entities.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.



10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	County of Sonoma Sheriff's Office Detention Division 2796 Ventura Avenue Santa Rosa, CA 95403 (707) 565-1469
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TO: CONTRACTOR:	Trinity Services Group, Inc. 477 Commerce Blvd. Oldsmar, FL 34677 (813-854-4264
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When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day.

When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

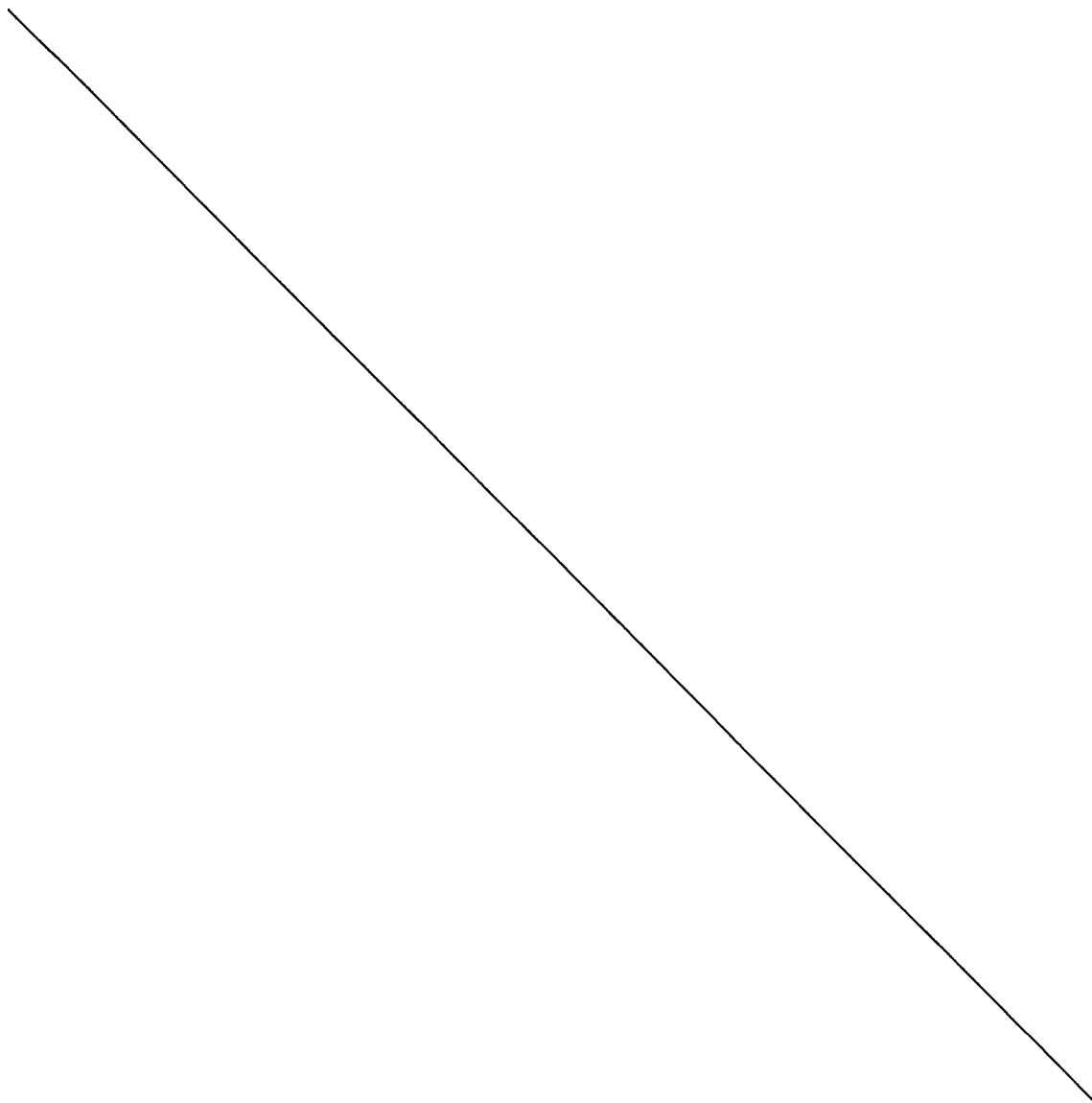
13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR

By:   
Dave Miller, COO  
Trinity Services Group, Inc.

Date: 9-4-2020

APPROVED AS TO FORM FOR COUNTY

By: \_\_\_\_\_  
Mark Essick, Sheriff-Coroner

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

APPROVED AS TO FORM FOR COUNTY

By:   
Deputy County Counsel


Date: 9/1/2020

APPROVED AS TO FORM FOR COUNTY

By: \_\_\_\_\_  
Board of Supervisors

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

CERTIFICATES OF INSURANCE ON FILE ON  
SHERIFF'S OFFICE

By:   
Department Analyst

Date: 9/3/2020

## EXHIBIT A

### SCOPE OF WORK

1. Contractor's Responsibilities

a. General Requirements:

All aspects of the proposed inmate food management services must conform with applicable federal, state, and local guidelines; standards and guidelines of the California Code of Regulations (CCR), Title 15, Minimum Standards for Local Detention Facilities; and guidelines relating to food service management in Adult Detention Facilities in the State of California.

2. Meal and Menu Requirements for Inmate Meals

- a. Contractor shall provide inmate meals, three (3) times per day, seven (7) days per week, three hundred sixty-five days (365) per year and three hundred sixty-six (366) during leap years for an approximate inmate population of eight hundred (800) at MADF, and three hundred thirty-five (335) at NCDF, serving approximately three thousand two hundred (3,200) meals daily.

Dinner must always be hot. Breakfast and lunch shall be cold. A sample menu is included as Attachment A, Sample Menus, attached hereto.

MADF Inmate Meal Delivery Schedule		
	Monday - Friday	Saturday and Sunday
Breakfast	6:00 am – 7:00 am	7:00 am – 8:00 am
Lunch	11:00 am – 12:00 pm	11:00 am – 12:00 pm
Dinner	5:00 pm – 6:00 pm	5:00 pm – 6:00 pm

NCDF Inmate Meal Delivery Schedule	
	Monday - Sunday
Breakfast	5:00 am – 6:00 am
Lunch	10:30 am – 11:30 pm
Dinner	4:30 pm – 5:30 pm

Changes to the delivery schedule listed above shall be documented in writing and signed by the Detention Support Services Lieutenant or designee (hereinafter Lieutenant).

- b. Upon request of Sheriff's staff, booking area meals shall be provided to inmates who are detained in our booking areas.

- c. Upon request of Sheriff's staff, holding cell snack shall be provided to inmates who are detained in holding cells.
  - d. Contractor is responsible for all menu preparation utilizing a proven and established production system capable of delivering recipes, menus, and production sheets to the kitchen staff. Menus shall be planned at least one month in advance of their use and all menus shall be approved and certified by Contractor's registered dietitian.
  - e. Upon request of the County, Contractor shall make available a list of nutritional guidelines and standards that are used for menu development.
  - f. Special Menus – Contractor shall have the ability to provide, at no additional cost, vegetarian, religious, or medical diets conforming to special religious or physician-ordered specifications.
  - g. Holiday Meals – Special meals shall be served on Thanksgiving Day and Christmas Day.
  - e. Contractor shall work with the Lieutenant to discuss substitutions and changes prior to any changes taking effect. Any such changes shall be thoroughly documented.
  - f. Contractor shall maintain documentation of all menus as they are actually served. Such documentation shall serve as verification of providing a nutritionally adequate diet. Contractor shall ensure its records include a verifiable audit trail that the required number of meals have been properly prepared with the proper amount and type (per approved specifications) of ingredients and portioned for the number of inmates present.
  - g. Meal Quality Assessments – Contractor shall maintain a meal assessment process and related documentation for such process.
  - h. Minimize Spoilage/Waste – Contractor shall make reasonable efforts to minimize the risk of spoilage and waste.
  - i. Food Inventory On-Hand – In the event of lock downs, riots, fire, power failure or any other event that would cripple the normal operations of a detention facility, Contractor shall be required to provide meals onsite utilizing only the food inventory on-hand.
3. Other Meals (Non-Inmate) and Emergency Provisions
- a. Contractor shall provide staff meals that differ from the standard inmate meals. Staff meals shall be provided three hundred sixty-five (365) days a year.
  - b. Staff meals will be prepared ahead of time and available to staff during the times listed in the chart on the following page.

Staff Meal Availability		
	MADF	NCDF
Breakfast	5:00 am	4:30 am
Lunch	11:00 am – 1:00 pm	11:30 – 12:00 pm
Dinner	5:15 pm	6:30 pm

4. Other Services

- a. Contractor shall provide catering services for staff meetings, trainings, and other events held within the County upon request.
- b. In the event of a catastrophic emergency, Contractor shall maintain detailed emergency contingency plan with operational procedures for handling food services should the on-site kitchen be rendered unusable from fire or other unforeseen circumstances.
- c. Upon the request of the Sheriff, or designee, Contractor shall provide food services for the Emergency Operations Center (EOC) located in the Sonoma County Administration Center complex during times of an emergency activation.

5. Operational Standards

- a. Contractor shall adhere to the operational standards to insure best industry practices in areas such as: food quality and inventory control, surplus food, cleaning and sanitation, facility security.
- b. County and/or designated representative may inspect the facilities at any time for security, sanitation, food standards, quality of food preparation and service. Contractor shall immediately respond to County's notice of unsatisfactory conditions for which Contractor is responsible.
- c. Contractor shall have the ability to provide meal records that are subject to inspection by County in the event of a complaint or at any time should County choose to do so.
- d. Contractor shall maintain procedures for dealing with inmate and staff complaints about food. Contractor agrees to make reasonable efforts to minimize the potential for inmate litigation.

6. Food Service Manager Responsibilities

- a. The food services manager is responsible for monitoring the volume of food purchased and should be based upon the current Average Daily

Population (ADP) and storage availability. The food services manager is responsible for establishing and maintaining detailed records and proper accounting procedures, and should be prepared to justify all expenditures and establish future budget requirements.

- b. The food services manager is responsible for ensuring that food services are delivered in an efficient manner by employing the following procedures, including, but not limited to:
- c. Ensuring that accurate meal record data is collected and maintained. Meal records should include, but not be limited to, the date and time of service and the number of:
  - (1) Meals prepared and served for each meal period.
  - (2) Meals served per location.
  - (3) Prescribed therapeutic diet meals served.
  - (4) Authorized religious diet meals served.
  - (5) Authorized disciplinary isolation diet meals served.
- d. Ensuring that food is purchased from an approved wholesale/institutional vendor to ensure food safety.
- e. Continuous monitoring and improvement to minimize poor food management and/or accounting, including, but not limited to:
  - (1) Following planned menus.
  - (2) Inspection of food deliveries to ensure the right quantity is delivered and the condition of the food is acceptable.
  - (3) Minimizing food production waste and establishing appropriate food storage and rotation practices, including proper refrigeration.
  - (4) Possess or develop a system, including a time coding system, where applicable, that will prevent foods from being served that do not meet the minimum quality of standards.
- f. Establishing minimum staffing requirements based on the layout and security requirements of the facility as set forth in Exhibit B, Staffing Requirements.

## 7. Monthly Reporting

- a. Maintaining records of invoices, purchase orders, meal count sheets, food production records, therapeutic and religious diet records, inventory of



food, supplies and equipment for the required period of time, as mandated by the governing body of the facility.

- (1) Meals prepared and served for each meal period.
  - (2) Meals served per location.
  - (3) Prescribed therapeutic diet meals served.
  - (4) Authorized religious diet meals served.
  - (5) Authorized disciplinary isolation diet meals served.
- b. All data mentioned above should be summarized in a report and accompany monthly invoices.
- c. All meal records shall be retained in accordance with office retention schedules and state statutory regulations.

**ATTACHMENT A**

**Trinity Services Group**

**Sonoma County Unit 30093 rev July 2020**

2,800 Calorie

**Week 1**

Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
<b>Breakfast</b>						
Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup
Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup
Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each
Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice
Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup
<b>Lunch</b>						
Peanut Butter 2 WZ	Turkey Salami 2 WZ	Peanut Butter 2 WZ	Turkey Bologna 2 WZ	Peanut Butter 2 WZ	Turkey Ham 2 WZ	Peanut Butter 2 WZ
Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each
Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice
Fruit 1 Each	Baby Carrots 1 Each 1.6 Ounce	Baby Carrots 1 Each 1.6 Ounce	Fruit 1 Each	Baby Carrots 1 Each 1.6 Ounce	Baby Carrots 1 Each 1.6 Ounce	Fruit 1 Each
Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each
Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each
<b>Dinner</b>						
Taco Mix 1/2 Cup	Chili Mac 1 1/2 Cup	Stroganoff Potatoes 1 1/2 Cup	Burger Patty 4 Ounce	Chicken & Noodle 1 1/2 Cup	Burrito Filling 1 1/2 Cup	Country Stew 1 1/2 Cup
Pinto Beans 1 1/2 Cup	Fruit 1 Each	Carrots 1 Cup	Patty 2 Slice	Broccoli 1 Cup	Flour Tortilla 2 Each	Rice 1 Cup
Carrots 1 Cup	Broccoli 1 Cup	Coleslaw 1/2 Cup	Wheat Bread 2 Slice	Coleslaw 1/2 Cup	Coleslaw 1/2 Cup	Carrots 1/2 Cup
Coleslaw 1/2 Cup	Pinto Beans 1 Cup	Wheat Bread 2 Slice	Coleslaw 1/2 Cup	Wheat Bread 2 Slice	Mixed Vegetables 1 Cup	Fruit 1 Each
Flour Tortilla 2 Each	Cornbread 1 1/54 Cut	Glazed Cake 1/48 Slice	Pinto Beans 1 1/2 Cup	Cookies 1 Each	Glazed Cake 1/48 Slice	Cornbread 1 1/54 Cut
Glazed Cake 1/48 Slice	Glazed Cake 1/48 Slice	Beverage Calcium PC 1 Each	Peas & Carrots 1 Cup	Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each	Glazed Cake 1/48 Slice
Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each		Glazed Cake 1/48 Slice			Beverage Calcium PC 1 Each
			Beverage Calcium PC 1 Each			

Dietary Consultant

Approval Date

7/1/2020

Laura Donnelly, R.D

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Dietary Consultant

Approval Date

7/1/2020

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ReportDate:7/29/2020 2:26:58 PM

Trinity Services Group

Page 2 of 4

Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
<b>Breakfast</b>						
Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup
Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup
Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each
Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice
Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup
<b>Lunch</b>						
Peanut Butter 2 WZ	Turkey Salami 2 WZ	Peanut Butter 2 WZ	Turkey Bologna 2 WZ	Peanut Butter 2 WZ	Turkey Ham 2 WZ	Peanut Butter 2 WZ
Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each
Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice
Fruit 1 Each	Baby Carrots 1 Each 1.6 Ounce	Baby Carrots 1 Each 1.6 Ounce	Fruit 1 Each	Baby Carrots 1 Each 1.6 Ounce	Baby Carrots 1 Each 1.6 Ounce	Fruit 1 Each
Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each
Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each
<b>Dinner</b>						
Shepherd's Pie 1 Cup	Stroganoff Potatoes 1 1/2 Cup	Poultry & Rice 1 1/2 Cup	Stew Green Chili 1 1/2 Cup	Burger Patty 4 Ounce Patty	Spaghetti w/Meat 12 FZ Sauce	Tamale Pie 1 Cup
Mashed Potatoes 3/4 Cup	Coleslaw 1 Cup	Carrots 1 Cup	Pinto Beans 1 Cup	Mashed Potatoes 1 Cup	Broccoli 1 Cup	Carrots 1 Cup
Coleslaw 1/2 Cup	Pinto Beans 1 Cup	Coleslaw 1/2 Cup	Carrots 1 Cup	Coleslaw 1/2 Cup	Tossed Salad 1/2 Cup	Pinto Beans 1 Cup
Broccoli 1 Cup	Wheat Bread 1 Slice	Flour Tortilla 2 Each	Wheat Bread 1 Slice	Broccoli 1/2 Cup	Dressing 1/2 Oz	Coleslaw 1/2 Cup
Cornbread 1 1/54 Cut	Glazed Cake 1/48 Slice	Glazed Cake 1/48 Slice	Pineapple Tidbits 1/2 Cup	Wheat Bread 2 Slice	Wheat Bread 2 Slice	Cornbread 1 1/54 Cut
Iced Cake 1/48 Slice	Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each	Glazed Cake 1/48 Slice	Glazed Cake 1/48 Slice	Glazed Cake 1/48 Slice
Beverage Calcium PC 1 Each				Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each

Dietary Consultant

Lana Donnelly, R.D.

Approval Date

7/1/2020

Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
<b>Breakfast</b>						
Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup
Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup
Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each
Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice
Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup
<b>Lunch</b>						
Peanut Butter 2 WZ	Turkey Salami 2 WZ	Peanut Butter 2 WZ	Turkey Bologna 2 WZ	Peanut Butter 2 WZ	Turkey Ham 2 WZ	Peanut Butter 2 WZ
Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each
Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice
Fruit 1 Each	Baby Carrots 1 Each 1.6 Ounce	Fruit 1 Each	Baby Carrots 1 Each 1.6 Ounce	Fruit 1 Each	Baby Carrots 1 Each 1.6 Ounce	Fruit 1 Each
Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each
Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each
<b>Dinner</b>						
Country Stew 1 1/2 Cup	Burger Patty 4 Ounce Patty	Chili Con Carne 1 1/2 Cup	Chicken & Noodle 1 1/2 Cup	Burrito Filling 1 1/2 Cup	Sloppy Joe 3/4 Cup	Spaghetti w/Meat 1 1/2 Cup
Rice 1 Cup	Mashed Potatoes 1 Cup	Rice 1 Cup	Mixed Vegetables 1 Cup	Coleslaw 1 Cup	Pinto Beans 1 Cup	Sauce 1 Cup
Carrots 1/2 Cup	Broccoli 1/2 Cup	Coleslaw 1 Cup	Coleslaw 1/2 Cup	Corn 1/2 Cup	Broccoli 1 Cup	Broccoli 1 Cup
Fruit 1 Each	Coleslaw 1 Cup	Mixed Vegetables 1/2 Cup	Cornbread 1 1/54 Cut	Flour Tortilla 2 Each	Wheat Bread 2 Slice	Tossed Salad 1/2 Cup
Wheat Bread 1 Slice	Cornbread 1 1/54 Cut	Cornbread 1 1/54 Cut	Cookies 1 Each	Iced Cake 1/48 Slice	Pineapple Tidbits 1/2 Cup	Dressing 1/2 Oz
Glazed Cake 1/48 Slice	Glazed Cake 1/48 Slice	Glazed Cake 1/48 Slice	Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each	Wheat Bread 2 Slice
Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each				Iced Cake 1/48 Slice
						Beverage Calcium PC 1 Each

Dietary Consultant

Laura Donnelly, R.D.

Approval Date

7/1/2020

Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
<b>Breakfast</b>						
Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup	Pineapple Tidbits 1/2 Cup	Mandarin Oranges 1/2 Cup
Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup	Oatmeal w/ Sugar & Marg. 1 1/2 Cup
Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each	Peanut Butter 2 WZ	Boiled Egg 2 Each
Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice	Wheat Bread 1 Slice
Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup	Milk 1 Cup
<b>Lunch</b>						
Peanut Butter 2 WZ	Turkey Salami 2 WZ	Peanut Butter 2 WZ	Turkey Bologna 2 WZ	Peanut Butter 2 WZ	Turkey Ham 2 WZ	Peanut Butter 2 WZ
Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each	Wheat Bread 4 Slice	Jelly PC 2 Each
Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice	Mustard PC 2 Each	Wheat Bread 4 Slice
Fruit 1 Each	Baby Carrots 1 Each 1.6 Ounce	Fruit 1 Each 1.6 Ounce	Fruit 1 Each 1.6 Ounce	Baby Carrots 1 Each 1.6 Ounce	Baby Carrots 1 Each 1.6 Ounce	Fruit 1 Each 1.6 Ounce
Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each	Cookies 1 Each
Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each	Milk 1 Each
<b>Dinner</b>						
Taco Mix 1/2 Cup	Chili Mac 1 1/2 Cup	Shepherd's Pie 1 Cup	Poultry & Rice 1 1/2 Cup	Tamale Pie 1 Cup	Burger Patty 4 Ounce Patty	Stew Green Chili 1 1/2 Cup
Pinto Beans 1 1/2 Cup	Carrots 1 Cup	Mashed Potatoes 1/2 Cup	Carrots 1 Cup	Pinto Beans 1 Cup	Coleslaw 1/2 Cup	Pinto Beans 1 Cup
Green Beans 1/2 Cup	Coleslaw 1/2 Cup	Coleslaw 1 Cup	Pinto Beans 1 Cup	Shredded Cabbage 3/4 Cup	Mashed Potatoes 1 Cup	Mixed Vegetables 1 Cup
Coleslaw 1 Cup	Cornbread 1 1/54 Cut	Wheat Bread 2 Slice	Cornbread 1 1/54 Cut	Slaw Mix 1 Each	Wheat Bread 2 Slice	Coleslaw 1/2 Cup
Flour Tortilla 2 Each	Glazed Cake 1/48 Slice	Glazed Cake 1/48 Slice	Pineapple Tidbits 1/2 Cup	Fruit 1 Each	Iced Cake 1/48 Slice	Wheat Bread 2 Slice
Glazed Cake 1/48 Slice	Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each	Beverage Calcium PC 1 Each	Cornbread 1 1/54 Cut	Beverage Calcium PC 1 Each	Iced Cake 1/48 Slice
Beverage Calcium PC 1 Each				Iced Cake 1/48 Slice		Beverage Calcium PC 1 Each
				Beverage Calcium PC 1 Each		

Dietary Consultant

Laura Donnelly, R.D.

Approval Date

7/1/2020

## **EXHIBIT B**

### **STAFFING REQUIREMENTS**

Unless mutually agreed upon in writing, Contractor shall provide 160 hours staffing hours per week, (8,320 hours per year) distributed over the Main Adult Detention Facility and North County Detention Facility.

In the event that Trinity requires the use of temporary Contractor staff to fulfill staffing requirements, there will be no additional cost to County.

In addition, Contractor will provide a detailed accounting of hours worked each month and a credit for any unfilled hours will be applied to the current billing cycle.

## EXHIBIT C

### PRICING

For all services provided under this Agreement, Contractor shall be paid based on the combined average daily population (ADP) for both MADF and NCDF during a calendar month using the following scale.

2,800 Calorie Cold Breakfast, Cold Lunch, Hot Dinner.

<u>From</u>		<u>To</u>	<u>PPM</u>
<u>200</u>	-	<u>224</u>	<u>\$2.759</u>
<u>225</u>	-	<u>249</u>	<u>\$2.542</u>
<u>250</u>	-	<u>274</u>	<u>\$2.369</u>
<u>275</u>	-	<u>299</u>	<u>\$2.227</u>
<u>300</u>	-	<u>324</u>	<u>\$2.109</u>
<u>325</u>	-	<u>349</u>	<u>\$2.009</u>
<u>350</u>	-	<u>374</u>	<u>\$1.923</u>
<u>375</u>	-	<u>399</u>	<u>\$1.850</u>
<u>400</u>	-	<u>424</u>	<u>\$1.785</u>
<u>425</u>	-	<u>449</u>	<u>\$1.727</u>
<u>450</u>	-	<u>474</u>	<u>\$1.676</u>
<u>475</u>	-	<u>499</u>	<u>\$1.631</u>
<u>500</u>	-	<u>524</u>	<u>\$1.589</u>
<u>525</u>	-	<u>549</u>	<u>\$1.553</u>
<u>550</u>	-	<u>574</u>	<u>\$1.519</u>
<u>575</u>	-	<u>599</u>	<u>\$1.488</u>
<u>600</u>	-	<u>624</u>	<u>\$1.460</u>
<u>625</u>	-	<u>649</u>	<u>\$1.434</u>
<u>650</u>	-	<u>674</u>	<u>\$1.410</u>
<u>675</u>	-	<u>699</u>	<u>\$1.388</u>
<u>700</u>	-	<u>724</u>	<u>\$1.365</u>
<u>725</u>	-	<u>749</u>	<u>\$1.347</u>
<u>750</u>	-	<u>774</u>	<u>\$1.333</u>
<u>775</u>	-	<u>799</u>	<u>\$1.318</u>
<u>800</u>	-	<u>824</u>	<u>\$1.303</u>
<u>825</u>	-	<u>849</u>	<u>\$1.290</u>
<u>850</u>	-	<u>874</u>	<u>\$1.277</u>
<u>875</u>	-	<u>899</u>	<u>\$1.267</u>
<u>900</u>	-	<u>924</u>	<u>\$1.255</u>
<u>925</u>	-	<u>949</u>	<u>\$1.245</u>
<u>950</u>	-	<u>974</u>	<u>\$1.236</u>
<u>975</u>	-	<u>999</u>	<u>\$1.226</u>
<u>1,000</u>	-	<u>1,024</u>	<u>\$1.216</u>
<u>1,025</u>	-	<u>1,049</u>	<u>\$1.208</u>



<u>1,050</u>	-	<u>1,074</u>	<u>\$1.199</u>
<u>1,075</u>	-	<u>1,099</u>	<u>\$1.192</u>
<u>1,100</u>	-	<u>1,124</u>	<u>\$1.185</u>
<u>1,125</u>	-	<u>1,149</u>	<u>\$1.177</u>
<u>1,150</u>	-	<u>1,174</u>	<u>\$1.170</u>
<u>1,175</u>	-	<u>1,199</u>	<u>\$1.163</u>
		<u>And</u>	
<u>1,200</u>	-	<u>Over</u>	<u>\$1.158</u>

- A. Staff Meal Pricing - \$2.86
- B. Catering Services – Catering Services will be billed at Contractor’s cost, plus 10%.
- B. Emergency Meal Plan – In the event of a catastrophic event where the kitchen facilities are rendered unusable, meals served shall be price utilizing the above pricing schedule, plus the cost of paper supplies if normal trays cannot be used.
- C. Annual Increases. All prices will increase by the percentage increase of the Bureau of Statistics monthly Consumer Price Index report as shown in the Food Away from Home schedule for the prior twelve months. For example, the first annual increase, applied to the period October 1, 2020 – September 30, 2021, will be based on the CPI for the prior year period.
- D. Sales tax will be added to base meal price. Current sales tax rate is 8.25% at North County Detention Facility and 9.0% at Main Adult Detention Facility. If at any time during the term or renewal term of this Agreement, the sales tax is adjusted, then the pricing under this Agreement shall automatically change by an amount equal to the percentage.

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**  
**(Template #3)**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

**1. Workers Compensation and Employers Liability Insurance**

- a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
- b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c.** Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d.** *Required Evidence of Insurance:* Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

**2. General Liability Insurance**

- a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b.** Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d.** The County of Sonoma, its Officer, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "F" definition of insured contract in ISO form CG 00 01, or equivalent).
- g.** The policy shall cover inter-insured suits between the additional insureds and Consultant and

include a "separation of insureds" or "severability" clause which treats each insured separately.

**h. Required Evidence of Insurance:**

- i. Copy of the additional insured endorsement or policy language granting additional insured status; and
- ii. Certificate of Insurance.

**3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

**4. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**5. Documentation**

- a. The Certificate of Insurance must include the following reference: County of Sonoma Inmate Food Management Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:  
**County of Sonoma Sheriff's Office**  
**Detention Division**  
**2777 Ventura Avenue**  
**Santa Rosa, CA 95403**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**6. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**7. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.