

Contract Review Sheet

Contract for Services

SO-7176-26

Title: Food Services for Marion County Sheriff's Office Jail

Contractor's Name: Trinity Services Group, Inc.

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: July 1, 2026

Expires: June 30, 2029

Original Contract Amount: \$ 5,015,624.22 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 5,015,624.22 Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# SO1728-26

Description of Services or Grant Award

Marion County submitted Request for Proposals SO1728-26 - Marion County Jail Food Services on March 5, 2026. Trinity Services Group, Inc. was awarded the contract for services. Trinity Services Group shall provide food services for the AIC population and jail staff through June 30, 2029. The contract has options for yearly renewal through June 30, 2032.

Desired BOC Session Date: 6/24/2026 Contract should be in DocuSign by: 6/3/2026

Agenda Planning Date: 6/11/2026 Printed packets due in Finance: 6/9/2026

Management Update: 6/9/2026 BOC upload / Board Session email: 6/10/2026

BOC Session Presenter(s) Commander Jacob Ramsey Code: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____

Contract Specialist _____ Date _____

Legal Counsel _____ Date _____

Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, June 24, 2026

Department: Sheriff's Office

Title: Contract for Services with Trinity Services Group, Inc.

Management Update/Work Session Date: Tuesday, June 9, 2026 Audio/Visual aids

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action:
Staff is requesting approval of a contract for services with Trinity Services Group, Inc. in the amount of \$5,015,624.22 to provide food services to the AIC population and to staff at the jail through June 30, 2029.

Issue, Description & Background:
Marion County Sheriff's Office submitted Request for Proposals SO1728-26 - Marion County Jail Food Services on March 5, 2026. Trinity Services Group, Inc. was awarded the contract for services. Trinity Services Group shall provide food services for the AIC population and jail staff through June 30, 2029.

Financial Impacts:
Contract is for \$1,671,874.74 a year for three years. Contract total is \$5,015,624.22.

Impacts to Department & External Agencies:
N/A

List of attachments:
Contract, Attachment A - PREA, Exhibit B & C

Presenter:
Commander Jacob Ramsey

Department Head Signature:

**MARION COUNTY
CONTRACT FOR SERVICES
SO-7176-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Trinity Services Group, a corporation hereinafter called Contractor.

RECITALS

WHEREAS County issued Request for Proposal SO1728-26 for Food Services at the Marion County Jail on March 5, 2026.

WHEREAS Contractor submitted a proposal in response to SO1728-26 on April 9, 2026, which was determined to be responsive.

WHEREAS County evaluated and scored all proposals received and issued a Notice of Intent of Award to Contractor on May 4, 2026.

WHEREAS County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2029**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **June 30, 2032**.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, each of which is attached and incorporated herein by reference:

- A. This Contract less exhibits
- B. Exhibit A – Statement of Work
- C. Exhibit B – Menu Specifications and Dietary Standards
- D. Exhibit C – AIC Meals Pricing Structure
- E. Attachment A – PREA Acknowledgement Form

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$5,015,624.22**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this

Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Appendix II to Title 2, Part 200 of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.
Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.
Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

6. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

7. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

8. FUNDING MODIFICATION

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

10. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

12. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

- A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees, from and against any claims, losses, damages, negligence, cause of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, due to any negligent act or omission by Proposer, or for damage to any property arising out of or in connection with any negligent act or omission by Proposer under this Agreement. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of

County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

- B. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

14. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
- E. Contractor shall have equal rights of the County, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Contractor shall exercise this option by giving County thirty (30) days' written notice of termination. The notice shall specify the date on which termination shall be effective. In the event Contractor elects to terminate the Agreement without cause, it shall continue to provide services if requested in writing by the County for up to an additional ninety (90) days after the expiration of the thirty (30) day notice period.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

- A. If terminated under 14A or 14B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 14C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

- C. If terminated under 14C or 14D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

16. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor’s activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.
- B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County, which shall not be unreasonably conditioned, withheld, or delayed.

17. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

18. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon’s Public Records Laws.

19. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

20. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

21. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

22. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

23. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

24. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor’s expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

Required by County **Not required by County.**

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County** **Not required by County.**
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County** **Not required by County.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County** **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with

respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

- C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

25. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

<u>To Contractor:</u> Trinity Services Group, Inc Jim Perry jim.perry@trinityservicesgroup.com 477 Commerce Blvd Oldsmar, FL 34677	<u>To County</u> Contracts and Procurement Manager <u>PO_Contracts@co.marion.or.us</u> 555 Court Street NE, Suite 4247 P.O. Box 14500 Salem, Oregon 97309
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26. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

27. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

28. AMENDMENTS

This Contract may be amended if mutually agreed to by both parties.

- A. Anticipated Amendments

This Contract is anticipated to be amended for the following reasons:

- i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.
- ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods, Items, or Equipment delivered to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

30. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR


The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  06/01/2026
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature:  06/01/2026
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

The Institutions Division plays a critical role in public safety, ensuring that all adults in correctional settings are afforded proper care and secure custody within safe facilities during the adjudication process. All are served with dignity and respect. Correction professionals have an opportunity to leverage moments of clarity to provide an opportunity for change. County is focused on offering support and the resources needed for a successful reentry into the community upon release. Using data driven evaluation and best practices the County looks to exceed industry standards. It is a priority of the Institutions Division to provide equitable opportunities for Adults in Custody (AICs) to meet their nutritional needs and requirements with consideration of differing religious and dietary needs.

The meals will be designed to meet the guidelines as prescribed by the American Correctional Association and Standards for Local Correctional Facilities. The meals must meet specific dietary requirements based on the individuals' medical conditions, and religious needs.

The service provided in the Jail will follow all Marion County Sheriff's Office (MCSO) policies and comply with the Oregon Jail Standards

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide the following:

i. Adults In Custody Food Service:

- a. Either three hot meals per day or one cold and two hot meals per day to AICs.
- b. A hot breakfast, hot dinner, and sack lunch for AICs participating in work crews. The sack lunch shall be delivered in the morning before the work crews depart. Departure times may vary as determined by the County.
- c. Transport all meals for AICs located in the Transition Center from the Jail kitchen to the Transition Center cafeteria and remain heated until served.
- d. AIC mealtimes as assigned by the County.
- e. Legal responsibility for the conduct of the AIC Food Service program and shall supervise the food service operations in such manner that will ensure compliance with the rules and regulations of County, the Oregon Jail Standards (OJS), as well as American Correctional Association (ACA), and state and federal correctional food service standards.
- f. Provide a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- g. Run the AIC food service program on a cost-effective basis to be self-supporting. Contractor shall work with the County to ensure a financially sound and well-run operation.

- (1) A 21-day menu cycle. Menus must meet the minimum nutritional documentation required. The format may vary with computer programs, but the data must be complete. At a minimum, the analysis must provide weekly summaries and list all RDA vitamins and nutrients as well as cholesterol, sodium and fiber contents. The County shall approve the specified nutritional documentation and number of food group servings along with Registered Dietitian's certification for the menus.
 - (2) Contractor shall provide medical or religious meals in accordance with Contractor's standard diet manual. Medical, religious, ethnic, or therapeutic meals requested by the County that are beyond the scope of Contractor's standard diet manual may be at an additional cost to the County.
 - (A) All substituted items in the menus shall be of equal nutritional value as the original menu item. Any major changes shall be reviewed and certified by a registered dietician.
- h. Maintain a file of tested bulk recipes adjusted to a yield appropriate for the population counts specified at the facility must be maintained at the premises.
 - i. An outlined plan to respond to, and fix complaints related to food quality, service, timeliness, etc. Contractor shall notify the County of the day the complaint is received by County staff or AICs. When and if the County receives a complaint, they will notify Contractor immediately for remediation.
 - j. Utilize all commodities entitled to this department:
 - (1) The Contractor shall participate in the utilization of federally supplied commodities (USDA Foods) which shall be strictly accounted for and used only for the benefit of both County food service operations to the maximum extent allowed. The liability for proper use and accountability for these commodities shall be the responsibility of the Contractor.
 - (2) Receipting, storage and accountability will reside with the Contractor. The Contractor shall determine a per meal cost as if no commodities were available and must reduce the monthly invoice amount by the value of the USDA Foods-donated commodities used.
 - (3) The Contractor will pay the County, in the form of a credit against meal charges; the State of Oregon approved entitlement value of the surplus commodities less the amount of the State of Oregon fees/handling charges for the surplus foods.
 - ii. Vehicles required by Contractor shall be purchased, used and maintained at its own expense. All vehicles used for food transport are to be maintained in a clean, sanitary condition at all times. Where applicable, reserved parking for Contractor will be offered but cannot be guaranteed throughout the life of the contract.
 - iii. Staff Food Service:
The Jail has a staff dining room that is separate from the AIC food service program that offers a variety of break room amenities. The staff dining room is required to have a variety of meal options due to the 24/7 work shift at the Jail. Four meals are served in a 24-hour period. The Contractor shall provide the following:

- a. Prior to each meal, the Contractor will contact the Transition Center Staff for a staff meal count which will be delivered by set mealtimes specified by the County.
 - b. Quality and healthy meals offered in the staff dining room twice per ten- or twelve-hour shifts. Staff food service frequency is subject to change upon written notice in the event of a change in the bargaining agreement between the County and the Marion County Law Enforcement Association.
 - c. A variety of soft drinks, cereal, coffee, milk, yogurt, and fresh fruit (to include apples, oranges, and bananas), cookies, hard boiled eggs, a variety of breads, individually packaged single serving sized butter, peanut butter, and jam shall be available for the consumption of on-duty jail staff in the staff dining room at all times.
 - d. Include a vegetarian option for each meal.
 - e. Prepare staff meals in the staff dining room. Contractor shall provide staff meals delivered to the Transition Center, comparable to what is served in the staff dining room. **NO AIC LABOR IS TO BE USED FOR THE PREPARATION OF STAFF DINING FOOD.**
 - f. Provide food for visitors and other related County functions with written authorization from the Sheriff, Undersheriff, Commander, or County Food Service Contract Administrator. The costs for such meals, if different from those served to the AICs/custody staff, will be subject to individual requirements, however, such terms must be written and agreed to by both parties. Such arrangements shall be priced based on a cost plus the specified not-to-exceed percentage mark-up.
 - g. Prepare and provide meals for members of the Sheriff's Office while engaged in emergency operations and have an Emergency Plan that outlines this action. The Emergency Plan shall have the County staff pick up meals from the facilities kitchen area for delivery into the field twenty-four hours a day, seven days a week, 365 days per year.
 - h. Monitor, regulate, account and report to the County food service contract administrator the number of meals provided to staff and guests. The plan should have the ability to charge for additional servings consumed, and meals purchased by non-jail staff and/or visitors who choose to eat in the staff dining room. (i.e. cash register, ID card debit system, etc.)
- iv. Food Service Operational Requirements:
Food purchased for use under the resulting contract must meet the minimum requirements as described in Exhibit B.
- a. Contractor is responsible for purchasing and receiving all food necessary for the preparation of each meal in sufficient quantity to meet the needs of AICs and staff during the period of the contract.
 - b. Food inventories purchased by the Contractor are the property of the Contractor and the Contractor is responsible for any loss, damage or spoilage.
 - c. The Contractor is responsible for assuring the quality and quantity of all orders.

- d. During emergency situations, i.e., lockdowns, the Contractor is obligated to enforce procedures to mitigate damages that may result from an emergency change of menu.
 - e. The Contractor will be responsible for maintaining a minimum of fourteen (14) days of nonperishable food stocks in compliance with Oregon Jail Standards, local rules and regulations, and the requirements of these specifications. These stocks must meet the requirements of emergency food service, and emergency menu substitutions.
- v. AIC Kitchen Workers:
- a. The Sheriff's Office provides an opportunity for AICs to earn additional time off their sentences by working in the kitchen at the Jail, referred to as the Inmate Worker Program.
 - b. The County and Contractor shall agree on the number of AIC workers for food service duties as determined by the Institution Division's Commander and the Contractor prior to the startup of services. These AICs will be assigned duties in the food service operation that may include sanitation, food preparation (excluding cooking), production, and storeroom functions.
 - c. Provide supervision of AIC workers in the kitchen area by employees who have undergone security training and are active participants in the AIC disciplinary process by notifying Jail supervisory staff immediately of AIC non-compliance.
 - d. The Contractor shall provide their policy on Discipline in a Corrections Environment to the County for review and approval, along with any other policies or procedures for AIC workers in the kitchen.
- vi. Food Services Equipment and Peripheral:
- a. Contractor is providing County with a capital investment for the purpose of making repairs to existing equipment and fixtures and purchasing new food service equipment as needed ("Capital Investment"). The Capital Investment will be amortized over Thirty-six (36) months. Should the Agreement expire or be terminated prior to the full 36-month Capital Investment amortization period, County agrees to repay Contractor the unamortized value of the Capital Investment within thirty (30) days of the Agreement's expiration or termination. For example, if Agreement terminated early with ten (10) months remaining and County received the full amount of the Capital Investment (\$145,000.00), County would be responsible for reimbursing Contractor the unamortized amount of \$40,277.77, or $\$145,000/36 \text{ months} \times 10 \text{ months remaining}$. All equipment purchased with the Capital Investment (whether by County or Contractor) will be the property of the County, subject to the repayment obligations of this Contract, and County will be responsible for paying all sales taxes assessed on the equipment unless County is exempt from the payment of sales tax.
 - b. Maintain all kitchen areas and working environments in a safe and sanitary condition and assure the County that its equipment is being properly used and maintained.
 - c. MCSO shall provide all utilities necessary for the performance of food service operations.
 - d. Responsible for the continuous serving of meals regardless of utility disruption although the menu may be changed to alternatives approved in advance.

- e. Responsible for oversight and coordination of purchasing, maintaining and repairing all equipment used in the kitchen, which meets the County standards described below:
 - (1) Preventive maintenance services, which comply with the applicable codes and standards for the equipment located in the kitchen, except for fire extinguishers/systems. Preventative maintenance services shall be cost-effective to the County and include a schedule, procedures, and an annual evaluation. If Contractor is unable to provide the preventative maintenance service, companies with expertise shall perform the work at the cost, direction, and control of the Contractor.
 - (2) Should industrial equipment break between maintenance services, Contractor shall take immediate action to repair or replace malfunctioning equipment. Contractor shall notify the County prior to purchasing replacement or upgraded equipment to discuss pricing of said equipment.
 - (3) Maintenance services shall be completed in a manner that conserves energy and provides operating efficiency.
 - (4) A logbook or record shall be completed after each preventative maintenance service of all equipment. Quarterly, Contractor shall provide a summary of all preventative maintenance performed. On or before May 1st of each year, an annual report shall be provided to the county outlining the preventative maintenance performed on the equipment.
 - (5) At the end of the contract, all equipment shall be the property of MCSO and will remain on site.
- f. When Jail kitchen facilities are not in use or when food preparation is at a minimum, the Contractor will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. The Contractor will be responsible for turning off all non-essential equipment when the area is not in use.
- g. The Contractor and County shall jointly inventory within 30 days of the contract execution and at least semi-annually, all capital equipment (equipment valued \$5,000 or greater) and County-owned service ware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted items.
- h. Annually, a separate list of all Contractor's or third-party vendor equipment shall be submitted to the County.
 - (1) Contractor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.
- i. The Contractor shall, at its expense, maintain at 125% of the average daily population for each facility and replace all small wares such as knives, spatulas, ladles, spoons, whips and

related cooking utensils, as well as stainless steel coffee pots in accordance with County approved par stock levels.

- j. Inventory all service wares such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items. Provide corrections-approved flatware including plastic forks and cups for use by AICs. All of the above-mentioned items are considered small wares. Once purchased, all small wares become the property of Marion County.

vii. Janitorial Services:

- a. Make a due diligent effort to properly process/breakdown all recyclable materials and remove them to the designated bins. Where a complimentary pick-up service and appropriate containers are available, the Contractor is to make a due diligent effort to separate food garbage for the purpose of being used for compost. The Contractor shall remove all other trash to the assigned compactors/dumpster locations a minimum of twice a day. The Contractor will ensure that recyclables and garbage are removed whenever any trash containers are full, at the end of a meal period or at the end of the workday.
- b. Responsible for all day-to-day as well as periodic major cleaning of the kitchen, including walk-in refrigerators/freezers, storerooms, grease traps, dish wash areas, cart depot/dispatch areas, AIC rest and equipment rooms, offices and receiving areas. County janitorial personnel will not be assigned any work in kitchen/food service areas assigned to the Contractor. The Contractor must immediately clean up any spills that occur in the halls or elevators during the transport of food and supplies.
- c. Supply all cleaning equipment and approved chemicals as well as hand soap, paper towels and toilet tissue for all staff and AIC restrooms and hand-washing sinks in the kitchens.
- d. Required to maintain a high level of sanitation within the food preparation, service, receiving and storage areas.
- e. Provide and implement a county approved "Green Plan" that includes recycling of food, waste, containers, etc. at the Jail.
- f. County Facilities Management shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchens only. Contractor is to notify the Jail Contract Administrator when issues occur outside the scheduled service.

viii. Food Service Administration:

Comply with all statutes, ordinances, and regulations and requirements of federal, state and local governing bodies applicable to the management and operation of this food service contract. This includes obtaining and paying for all applicable licenses and food handler's cards.

- a. The pricing structure for AIC meals set forth in Exhibit C shall take effect on the Effective Date of this Agreement. Such pricing is all-inclusive and is based upon the average daily population of the Jail and the Transition Center.

- b. Contractor's prices per meal shall be held firm for the first twelve (12) months of the Contract. Meal prices shall be adjusted annually, effective on the anniversary date of the contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away from Home. Annual price adjustments shall be based on the most current data available prior to the contract anniversary date and shall be communicated to the County no later than January 31st, proceeding with the contract anniversary date.
- c. Submit a price-per-meal cost adjustment for the next full fiscal year (beginning July 1) by January 31st of each year. The Contractor must be prepared to document and explain the process used to justify the proposed cost increase based upon the following:
 - (1) The USDA Regional Wholesale Food Price Index (as issued quarterly), the CPI as indicated above, and the USDA Food Index Forecast will be used to justify the increase in food cost.
 - (2) In the event of material cost changes in federal, state, or local taxes, or tariffs, including, but not limited to, social security taxes, unemployment taxes, or payroll based taxes, or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage," "prevailing wage," or similar laws by any governmental entity; an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise; and/or significant changes in import duties or tariffs on materials or items necessary to the Services, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Contractor's control, including but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor, or changes in federal, state, or local standards or regulations or other unforeseen conditions, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.
 - (3) If other material conditions change due to causes beyond Contractor's control, including, but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor, or changes in federal, state, or local standards or regulations or other unforeseen conditions, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.
 - (4) Changes in County-specified menu's, points-of-service, additions or levels of service provided.
 - (5) Verification/substantiation of any other cost factors through submissions of supplier invoices over a six-month span.
- d. Provide a comprehensive weekly summary of meals, services and credits. Summary shall be forwarded to the Jail Division's Commander or designee each week.
- e. For all accounting purposes, Contractor will follow the County's fiscal year of July 1 to June 30.

- f. Required to subcontract with two local farms to provide fresh fruit and vegetables. The farms must be located within Marion County, Oregon.
- g. Emergency Contingency Plan for AIC meal service shall include:
 - (1) Separate plans for the Jail and the Transition Center describing how to provide meal service without interruption in case of natural or manmade disaster. The menu(s) may be adjusted as needs dictate. However, such variations need to be described thoroughly and in detail in the Emergency Contingency Plan.
 - (2) Description of food supplies maintained at the Jail food storage to serve a minimum of 30,000 meals at all times. In an emergency, this allows service of the required hot and cold meals for approximately 10 days without a need to replenish stock.
- h. Comply with the following sanitation and safety guidelines:
 - (1) Laws and Food Service Industry Best Practices: Obey all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. The Contractor shall abide by all food service industry best practices that will enhance and improve the County's AIC food service program.
 - (A) The Contractor will be subject to inspections in the kitchen by authorized personnel from the Marion County Environmental Health Services and other authorized personnel from the County. All inspection reports shall be turned into the County upon receipt by the Contractor.
 - (2) Food Handlers Cards/Medical Exams: The Contractor shall provide medical examinations as required by law and appropriate records for each employee will be kept on file with the Food Service Contract Administrator. This includes a current food handler's card on file for all the Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.
 - (3) Medical Clearance: Require medical clearance for any employee to return to work after a three (3) day's absence for illness.
 - (4) Food Samples: Save samples of all food/complete meals (to include sack meals) in a freezer at all facilities for a period of not less than 72 hours for testing in the event of an outbreak of food poisoning/contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.
 - (5) Corrections-approved plastic flatware, cups, plates, bowls, and trays shall be available for use in the staff dining room.
 - (6) Emergency Situation Reports: Responsible for immediately notifying the shift sergeant/lieutenant in charge of any fires in the kitchen or related areas and of any accidents involving Contractor personnel or AIC workers assigned to food service duties.

- (7) Employee Physical Health: Will not permit employees or assigned AIC workers with communicable health problems (including open sores) to work. As a precaution, the Contractor must visually inspect the hands and face of each AIC worker prior to the start of each AIC worker shift. Any AICs with suspicious symptoms must be directed to report to the Medical Department and receive written clearance before being permitted to work again.
 - (8) Worker's Compensation Reports: Responsible for processing all Workers Compensation reports relating to their employees.
- i. Comply with the following personnel and supervision guidelines:
- (1) Selection and Hiring: All personnel being considered for hire by the Contractor shall complete and pass a five-panel drug test (THC, Cocaine, Opiates, Amphetamines, and Phencyclidine) conducted by an outside laboratory, the County Authorization for Records and Fingerprint Check, orientation, obtain MCSO issued photo ID, and receive security training prior to staff performing work in the Jail facilities.
 - (A) All equipment repair and maintenance personnel retained by the Contractor shall complete the County Authorization for Records and Fingerprint Check. The process shall take no more than five to eight business days.
 - (B) County reserves the right to pull Contractor management, third-party repair and staff security clearances without notice for any reason at any time. The Contractor must notify the County immediately in the event a contractor employee is arrested, or the contractor learns an employee is under criminal investigation. The Contractor shall also require any employee to notify them immediately when the employee is taking prescription medication that may adversely affect their job performance or safety.
 - (C) County requires that it be notified prior to the transfer/removal of any general and site manager and to interview/approve any replacement. The County reserves the right to reject any manager candidates without cause.
 - (D) Maintain minimum staffing levels to include the equivalent of, one (1) full-time Food Service Manager, one (1) full-time Food Service Assistant Manager, two (2) Cook Supervisors, two (2) Cook Helpers, one (1) Supervisory Relief, one (1) Helper Relief and a minimum of two (2) cooks on duty at any given time.
 - (2) Training: Contractor's management and staff personnel will not be trained at any Marion County facility for work at non-Marion County sites without the express written permission of the respective Food Service Contract Administrator as identified in Section 1.D.
 - (3) Compliance with Rules and Regulations: The Contractor and its employees assigned to any County area will be expected to comply with all County rules of conduct and dress concerning normal day-to-day operations. The Contractor is required to brief each of its managers and staff employees no less than annually on general and site-specific security regulations and recommended best practices. Furthermore, the Contractor is to notify

each of its employees no less than annually in writing that failure to follow the specified procedures will result in their security clearance being immediately revoked.

- (4) Staffing: Staff its operations with the optimum number of employees (no fewer than proposed) at all times for the efficient operation of the facility. The respective Food Service Contract Administrator must approve any subsequent reductions in the total number of employees and hours proposed in writing.
- j. Comply with the following Jail and Transition Center facility guidelines:
- (1) Ingress/Egress: The Contractor's employees must enter MCSO buildings via the designated building entrance(s) and be signed in and out of the buildings.
 - (A) No salesperson will be permitted in the secured or locked portions of the facilities.
 - (2) Identification Badges: All Contractor employees will wear the County supplied identification badge (with picture) face up and in a visible manner from the point at which they enter the building and at all times while in the building until the point at which they leave the building. In addition, the County reserves the right to deny access to employees who fail to wear/bring their identification badge. Contractor will seize and return all County-supplied employee identification.
 - (3) Locked Doors: The Contractor and its employees will be responsible for keeping all internal doors in assigned work areas closed and locked. The Contractor and its employees must adhere to all security restrictions imposed by the County.
 - (4) Employee/AIC or Detainee Relationships: The Contractor must ascertain and immediately notify the respective Food Service Contract Administrator and facility commander verbally and in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined or previously confined as an AIC or detainee in any Sheriff's Office operated facilities. It is the Contractor's responsibility to require its employees to immediately alert the Contractor whenever a person who is a relative or personal acquaintance of that employee is admitted to any of the above noted facilities.
 - (5) Sharp Equipment Inventory: Have a check-out/check-in log procedure for sharp utensils in all facilities. Such logs must clearly show the item signed out, by whom, its intended location (i.e., workspace), time returned and logged in by whom. Provide and utilize locked shadow boards for secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. Items such as knives shall be tethered and secured onto a table leg, etc., in areas where AICs are working. In Jail facilities, all sharp instruments must be accounted for prior to an AIC kitchen work crew shift change. The County reserves the right to enter the kitchen and inventory all such items at its discretion. Any missing items must be reported to the shift sergeant/ lieutenant or person in charge immediately, then to the respective Food Service Contract Administrator.
 - (A) Written Security Plan defining as to knives, sharps, spices and other potential weapons in the kitchen and provide it to the County upon Contract award.

- (6) Equipment Maintenance Vendors: Maintenance vendors will be required to enter the building through the proper security channels. There will be no exceptions.
- (7) Emergency Authority: In an emergency situation, the County's Sheriff's Office command staff takes supervisory precedent over the Contractor's management and staff.
- (8) Personal Items: No tobacco products, prescription medications, personal laptops, cameras, video recorders, personal cell phones or any other personal items that could affect the security of Jail are permitted inside the confines of the Jail or Transition Center.
- (9) Communication: Contractor's employees will be required to carry and use County supplied radios or the Contractor's phone (compatible with Jail staff phones) at all times while inside facility. The Contractor is responsible to furnish on-site manager with a phone that is compatible for immediate communication with Jail supervisors.
 - (A) Obtain written approval from County prior to purchasing "second market" and/or distressed food items. The County must approve, in writing, of any changes from the stated specifications.
- k. The County will provide Contractor with a secure office including a desk, chair, and filing cabinets. The Contractor will be responsible for their own computer, software, and internet connection.
- l. Contractor shall provide the County with their Quality Assurance Program identifying their quality control methods and standards to identify and prevent deficiencies in the AIC food service program. The Contractor shall provide quarterly reports showing the outcome of the Quality Assurance Program.
- m. The County reserves the right to audit any aspect of its food service program, as performed by the Contractor. The Contractor will keep accurate and complete records throughout the term of the contract and provide for access of records for at least two (2) years following the termination of the contract.
- n. During the term of the contract, the County shall have the option to increase or decrease the amount of space to be serviced or the amount of service to be performed under the contract. The contract rate for increase or decrease shall be adjusted upon mutual agreement of the parties.
 - (1) In the event that the parties cannot agree upon a rate for said increase or decrease in service, the contract may be terminated by either party upon thirty (30) days' written notice.
- ix. Penalties for Non and Partial Performance:
 - a. If after two or more written complaints have been submitted to the service provider by the County as specified herein, the County determines that violations continue to occur. The County shall have the right to require the service provider to issue monthly billing credits commensurate with the value lost plus fifty (50) percent or \$2,500 whichever is greater. If violations are not corrected after two (2) months of initial credits, the County shall have the

right to increase penalty credits up to \$5,000 per violation. These credits will continue to be issued until such time that all the aforementioned violations have been corrected to the County's satisfaction. Those violations considered substantial to the County are presented as follows:

- (1) Contractor has failed to prepare all or portions of the meal using the specified recipe, product/ingredient amounts proportionate to the number of people to be served.
- (2) Contractor has failed to prepare and/or failed to maintain proper thermalization procedures, storage techniques and other points directly related to adherence to serving the menu specified.
- (3) Contractor, through improper or inconsistent supervision, has failed to provide the specified portions to the AICs (i.e. size of entrée, pieces of cake, muffins, number of carrots/vegetable servings, etc.).
 - (A) Contractor has failed to adhere to the County's, or it's contractually agreed upon minimum purchase specifications.
- (4) Contractor has willfully refused to utilize Federal Government Surplus Commodities.
 - (A) Contractor has, through circumstances within its control, caused all or portions of a meal to become contaminated.
 - (B) Contractor has, through circumstances within its control, failed to serve meals within 10 minutes of their scheduled time.
 - (C) Contractor has, through circumstances within its control, failed to maintain the kitchen, staff dining rooms, storage equipment and space and all preparation and service utensils in a clean, sanitary manner.
 - (D) Contractor has, through circumstances within its control, failed to prevent any damage to County property, buildings or equipment.
 - (E) Contractor has, through circumstances within its control, failed to provide no less than the staffing requirements in section 4.h. and to meet the staffing requirements necessary to provide off-site food service at the Transition Center.
 - (F) Contractor willfully conceals knowledge of an employee's arrest or criminal investigation.

C. SPECIAL REQUIREMENTS.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform

Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

Transition of services at the start or end of the Contract term shall be executed to ensure continuous, secure operations, including secure transfer of all financial accounts, inventory, and documentation. The Contractor shall provide a written transition plan, including implementation strategy, timeline, milestones, staffing, change management processes, and risk mitigation measures. Contractor personnel assigned to the Facilities shall possess all appropriate security clearances, specifically including Criminal Justice Information System (CJIS) clearance, fingerprinting, pass a five-panel drug test (THC, Cocaine, Opiates, Amphetamines, and Phencyclidine), and Prison Rape Elimination Act (PREA) training compliance

Contractor and their employees will be required to view the PREA Proposer Training Presentation at the following link: [Copy of 2020 PREA for Contractor, Volunteer, or Other non-sworn staff by Marion Sheriff on Prezi](#) and acknowledge the review and receipt of PREA training (Attachment A) before performing any work.

D. KEY PERSONS.

Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

- David Thuma – Regional Vice President
- Burt Stinehour – District Manager
- Meredith Winter – General Manager
- Joy Sagan – Regional Dietitian
- Jake Watson – Regional Sales Director

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$5,015,624.22**.

A. METHOD OF PAYMENT FOR SERVICES:

County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted:

Personnel Costs			
Category	Hours	Hourly Rate	Amount
Kitchen Manager	2080	\$36.98	\$98,980.01
Key Person 1	2080	\$32.71	\$87,555.25
Key Person 2 (District and General Manager monthly site support)			\$24,729.56
Staff (8.25 Employees)	16,692	\$24.03	\$498,568.33
Yearly Personnel Costs Total:			\$709,833.16
*Amount total reflects hourly rate plus benefits			
Labor Costs			
Category	Each	Rate	Amount
Overhead	1	\$38,816.34	\$38,816.34
Insurance	1	\$29,141.41	\$29,141.41
Licenses	1	\$1,678.21	\$1,678.21
Uniforms	1	\$1,801.25	\$1,801.25
Supplies	1	\$4,803.34	\$4,803.34
Capital Investments	1	\$26,381.98	\$26,381.98
Scheduled Maintenance	1	\$10,916.68	\$10,916.68
Yearly Labor Costs Total:			\$113,539.21
Food Costs			
Category	Each Meal	Meal Rate	Amount
AIC Regular Meal	1	\$2,998	\$651,080.55
AIC Sack Lunch (Booking/Transport)	1	\$3.26	\$14,041.52
AIC Work Crew Sack Lunch	1	\$4.60	\$15,119.12
Staff Meal	1	\$4.25	\$168,261.19
Yearly Food Costs Total:			\$848,502.37
Yearly Total Services Costs:			\$1,671,847.74

- B. BASIS OF PAYMENT FOR SERVICES: County shall pay Contractor monthly progress payments upon County’s approval of Contractor’s invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.
- C. EXPENSE REIMBURSEMENT: County will not reimburse Contractor for any expenses under this Contract.

- D. **GENERAL PAYMENT PROVISIONS:** Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.
- E. **INVOICES:** Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Sheriff's Office
PO Box 14500
Salem, OR 97309
SO-Contracts@co.marion.or.us

EXHIBIT B
MENU SPECIFICATIONS AND DIETARY STANDARDS

Contractor shall comply with the following minimum specifications for all food procurement, storage and service:

Food Procurement & Service Minimum Specifications

1. Food Safety

- **Cold Holding:** Keep chilled food safe at 40 degrees F or below.
- **Hot Holding:** Maintain cooked food at 160 degrees F – 180 degrees F to ensure safety and quality.
- **Restriction:** Avoid all foods that contain partially hydrogenated oils.

2. Proteins (Meat, Poultry, & Eggs)

- **Beef, veal, lamb:** USDA inspected.
- **Poultry:** Minimum USDA Grade A No 1.
- **Chicken Specifications:**
 - **Quarters:** Minimum 8 oz. raw weight.
 - **Thighs:** Minimum 6 oz. raw weight.
 - **Breaded Products:** Minimum 3 oz. weight *before* breading.
 - **Restrictions:** No bone-in chicken served to AICs.
- **Eggs:** Minimum USDA Grade A.
- **Protein Restrictions:** Decrease use of processed meats and offer only low sodium options.

3. Produce (Fruits & Vegetables)

- **Fresh Produce:** Minimum USDA No. 1.
 - *Apples:* Max count 113.
 - *Oranges:* Max count 80.
 - *Bananas:* 3-4 (petite).
 - *Pears:* Max count 90-100.
- **Canned Produce:** Minimum USDA Grade B or Choice.
 - *Vegetable Restriction:* No added salt (low sodium).
- **Frozen Produce:** Minimum USDA Grade A.
- **Variety Requirement:** Minimum 3 fruit options daily (no added sugar) and 3 vegetable options daily (not fried). Must offer seasonal produce.

4. Dairy

- **Milk:** 1% or 2% fresh milk (fortified with Vitamins A and D) for beverages.
- **Cooking/Baking:** Dry/powdered milk allowed.
- **Butter:** May substitute for margarine if it is a commodity item.
- **Cheese:** Low sodium cheese when possible.
 - *Cheese Restriction:* No imitation cheese.
- **Quality:** All dairy shall be USDA Grade A.

5. Bakery Products

- **Whole Grains:** Mandatory use of whole-grain products.

6. Condiments and Spices

- **Condiments:** Use low sodium options.
- **Salad dressings:** Use low sodium options.
- **Sauces, bases, and gravies:** Use low sodium options.
- **Spices:** Herbs, fresh or dried, and salt free blends.
- **Restriction:** Avoid onions, which include fresh, dried, or powdered in recipes.

7. Beverages

- All beverages served to AICs, with the exception of milk, will be clear and without color.

8. Nutritional Targets (Daily)

- **Caloric Intake:** 2,800 minimum for AICs; 3,000 – 4,000 for AIC work crews.
- **Protein:** 56 grams.
- **Fiber:** 30 grams.
- **Fat:** 20-35% of total kcal.
- **Saturated Fat:** <10% of total kcal.
- **Cholesterol:** <300 mg.
- **Sodium:** <3000 mg.
- **Iron:** 18 mg.
- **Vitamin A:** 900 RAE.
- **Vitamin D:** 600 IU.
- **Vitamin C:** 90 mg.
- **Calcium:** 1000 mg.

Exhibit C

TRINITY SERVICES GROUP				
Marion County Sheriff's Office				
AIC Population Sliding Scale				
FROM		TO	PRICE	
303	-	322	\$	3.797
323	-	342	\$	3.640
343	-	362	\$	3.502
363	-	382	\$	3.379
383	-	402	\$	3.268
403	-	422	\$	3.169
423	-	442	\$	3.079
443	-	462	\$	2.998
463	-	482	\$	2.929
483	-	502	\$	2.866
503	-	522	\$	2.808
523	-	542	\$	2.751
543	-	562	\$	2.703
563	-	582	\$	2.658
583	-	602	\$	2.615
603	-	622	\$	2.576
623	-	642	\$	2.539
643	-	And over	\$	2.505



MARION COUNTY SHERIFF'S OFFICE

NICK HUNTER, SHERIFF

ATTACHMENT A

PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Jail (MCJ) and The Marion County Transition Center (MCTC) is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. We want to make sure you understand the rules of each facility and how to report a problem, or issue in the unlikely event something happens while you are here.

Important Rules to Know: No one is ever allowed to engage in sexual misconduct.

- Sexual misconduct includes any kind of sexual contact, regardless of whether the other party agreed to the contact or not.
- This also includes sexual harassment: saying sexual things, saying things about someone's body, talking about whom someone likes to date, or making offensive gestures or comments.

We prohibit employees and other adults in the facility from doing any of these things at all times. We also maintain appropriate boundaries here. Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an offender or offenders. There is no such thing as **consent** to sexual activity in a correctional setting.

We also prohibit employees, contractors, and volunteers from sharing personal details, such as their personal contact information, except in order to carry out their professional responsibilities. Similarly, employees, volunteers, and contractors are prohibited from making contact with offenders outside of each facility through any means (e.g., in person meetings, texting, or on social media), except in order to carry out their professional responsibilities.

How We Keep Everyone Safe: At the Marion County Sheriff's Office, we do a number of things to keep everyone safe, including:

- Educating offenders about their right to be free from sexual misconduct
- Conducting background checks of the individuals, we hire.
- Training employees on our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of offenders at MCJ and MCTC
- Offering a number of ways offenders and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and supports to offenders who allege they have been sexually abused.
- Protecting employees and offenders from retaliation for reporting problems or helping with an investigation

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"To whom much is entrusted, much is expected."

What to Do If You See or Suspect Sexual Misconduct, or if an Offender Reports a Problem to You: Although we do a number of things to keep everyone safe, we want you to know what to do if you see something that looks like a problem or if an offender reports a problem to you.

- If you see or suspect an incident of sexual misconduct, you must report it immediately by contacting a deputy or non-sworn employee.
- If an offender discloses something that suggests an incident of sexual misconduct has occurred, stay calm, listen to what they are saying, take the report seriously, and convey a message of support (e.g., “I’m glad you were strong enough to come to me”). Let the offender know you are going to report the incident to make sure someone investigates and makes sure they are safe. Inform them you will not share his or her report beyond those who need to know to fix the problem.
- If an offender wants to tell you something but asks you not repeat what they are going to tell you, let them know about your limits of confidentiality. This includes whether you have to report certain behaviors by law once you have knowledge or reasonable suspicion that a crime is being or has been committed.
- For example, you might say, “I am glad you came to me and I can understand why you would not want me to tell anyone. If it is about someone hurting, harassing, or threatening you I am required to report it. I respect your decision if you do not want to tell me as a result. But if you tell me, I can work with you to get help.”

Questions: If you have questions pertaining to your PREA responsibilities or other facility rules, or your responsibilities while you are here, you may contact us by calling the Marion County Jail’s Administrative section at (503)-581-1183.

Acknowledgement: By signing this form, you acknowledge that you have received, read, and understand your responsibilities regarding to The Marion County Sheriff’s Office Jail and Transition Center’s sexual misconduct prevention, detection, and response policies and procedures.

Signature: _____ **Date:** _____

Printed Name: _____