

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of December, 2021, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and Trinity Services Group, Inc., a Florida corporation, whose address is 477 Commerce Blvd., Oldsmar, FL 34677, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY has a need for the services of an independent contractor to provide inmate, juvenile, and staff meals for COUNTY Correctional and Juvenile Justice Campus ("JJC") facilities;

WHEREAS, COUNTY desires to contract for the provision of such services in connection with the operation of its Corrections and JJC Facilities;

WHEREAS, COUNTY issued Request for Proposal (RFP) No. 22-003, dated July 28, 2021, and Addendum No. 1 to RFP No. 22-003 (collectively referred to as "RFP No. 22-003") to solicit such services;

WHEREAS, CONTRACTOR responded to RFP No. 22-003 to COUNTY's satisfaction, and CONTRACTOR represents that it is qualified and willing to provide such services; and

WHEREAS, COUNTY wishes to engage the services of CONTRACTOR to provide inmate, juvenile, and staff meals for COUNTY Correctional and JJC facilities, subject to the following provisions.

NOW, THEREFORE, the parties agree as follows:

1. OBLIGATIONS OF CONTRACTOR

A. GENERAL RESPONSIBILITIES:

1 3) CONTRACTOR agrees that menus shall be planned to provide a
2 variety of food(s) quarterly, thus preventing repetitive meals, and shall be in full compliance with
3 California Code of Regulations Title 15 standards, and all regulatory standards of the California
4 Uniform Retail Food Facilities Law (CURFFL).

5 4) CONTRACTOR warrants that its procedures and menus meet
6 National Commission on Correctional Health Care guidelines, and American Correctional
7 Association procedures.

8 5) CONTRACTOR and all personnel hired for the facility must
9 successfully complete a background investigation conducted by the COUNTY. If a contract
10 employee is refused clearance for assignment to any COUNTY Correctional or JJC facilities,
11 CONTRACTOR shall be informed of the reason for such refusal, and shall provide an
12 acceptable contract employee.

13 6) Prison Rape Elimination Act (PREA) – CONTRACTOR shall train
14 all employees on PREA, and will follow the Guidelines set forth by the Fresno County Sheriff's
15 Office. The Sheriff's Office has zero tolerance for any incidence of sexual assault, sexual
16 harassment, or sexual misconduct, and makes every effort to comply with applicable
17 components of the Federal Prison Rape Elimination Act of 2003. The Sheriff's Office is
18 committed to providing a safe, humane, secure environment, free from sexual assault or abuse,
19 and has implemented procedures for appropriate prevention, detection, intervention, and
20 treatment for all victims of sexual assault. All reported incidents of sexual assault will be
21 investigated.

22 7) No Hostage Policy - CONTRACTOR's employees shall be
23 advised of the possibility that a hostage taking incident could occur at any time, and of the "No
24 Hostage" policy, as set forth in Exhibit D, attached and incorporated by this reference, which
25 means that there shall be no bargaining for the release of hostages in exchange for the release
of confined inmates or minors.

1 B. OPERATIONAL ISSUES:

2 1) CONTRACTOR agrees to meet weekly with a COUNTY
3 designated representative for purposes of resolving all food service issues, and for conducting
4 joint inspection of all kitchen facilities, although COUNTY may choose to meet less frequently.

5 2) CONTRACTOR shall be responsible for responding to all
6 complaints concerning food service issues within 72 hours of receiving the complaint from
7 COUNTY staff.

8 3) CONTRACTOR warrants that it has contingency plans to provide
9 food service in the face of unexpected events (e.g., power failure, fire, riot, lockdown, labor
10 strikes, job actions, or act of God that would preclude normal expectations). COUNTY shall
11 determine when an emergency interrupting food preparation commences, and when the
12 emergency terminates.

13 4) CONTRACTOR shall provide prompt, efficient, and courteous
14 service, and avoid undue interference with facility operations when food service activities occur.

15 C. EQUIPMENT AND FACILITIES:

16 1) CONTRACTOR shall perform the food preparation services
17 required by this Agreement at COUNTY's Central Kitchen Facility. CONTRACTOR shall take all
18 reasonable and prudent measures necessary to assure COUNTY that its equipment and the
19 Central Kitchen facility is being properly used and maintained.

20 2) CONTRACTOR is responsible for providing all office furniture for its food
21 service operation, including, but not limited to, Fax/scanner, computer, and copy machines.

22 3) CONTRACTOR shall be responsible for the cost of maintaining first aid
23 equipment and supplies utilized by its staff. All vehicles used by CONTRACTOR shall conform
24 to all Federal, State, and local laws and regulations concerning vehicles used for transportation
25 of food products. CONTRACTOR shall have sufficient vehicles to assure delivery shall not be
interrupted by mechanical failure. CONTRACTOR shall provide a listing of vehicles to be

1 updated annually (vehicle make, model, year, mileage, and vehicle replacement date). They
2 shall be available for inspection to confirm the registration, insurance, and conformance with the
3 applicable Vehicle Code(s) of California.

4 4) CONTRACTOR shall provide all cleaning and janitorial supplies and
5 equipment, and be responsible for maintaining cleanliness in all areas used by CONTRACTOR
6 including, but not limited to, staff dining, and designated break rooms, kitchen, scullery,
7 storerooms, and circulation areas of all facilities used by CONTRACTOR to deliver meals and
8 pick up equipment inside and outside of these areas.

9 5) CONTRACTOR shall be responsible for security in all areas of food
10 service and delivery in all facilities, as it relates to key control, knife control, inventory control,
11 and CONTRACTOR's orientation to each facility's operational philosophy, rules, and policy and
12 procedure, as it relates to CONTRACTOR'S employees.

13 6) CONTRACTOR shall be responsible, and pay directly for, any damages
14 to the Central Kitchen Facility due to negligence of persons under CONTRACTOR's direction
15 and/or control.

16 7) CONTRACTOR shall immediately report the loss of facility keys or jail
17 passes, and provide written documentation to COUNTY. CONTRACTOR shall be responsible
18 for replacement cost of keys issued and lost. Additionally, CONTRACTOR shall be responsible
19 for the cost of re-keying locks resulting from CONTRACTOR's loss of keys.

20 8) CONTRACTOR shall be responsible for routine repair or replacement of
21 small wares, and for the repair and replacement of necessary capital kitchen equipment of the
22 Central Kitchen facility (on an as needed basis) in an amount not to exceed \$150,000 during
23 each year of the Agreement, with the option by COUNTY to adjust annually the amount based
24 on the Consumer Price Index.

25 The cost of "routine repair or replacement of equipment" shall be the actual cost
of repair or replacement to include parts, labor, freight, and tax. "Capital equipment" refers to an

1 item with an individual value of more than two thousand five hundred (\$2,500.00). "Small wares"
2 refers to an item with an individual value of \$2,500.00 or less. All expenditures shall be
3 requested and approved in writing and in advance by COUNTY to assure that price, equipment
4 model and specifications are in the best interest of COUNTY. CONTRACTOR shall provide
5 COUNTY copies in duplicate, of detailed and itemized invoices and bills for all repairs and
6 periodic maintenance to equipment and Central Kitchen, and replacement of small wares
7 monthly, with one copy to the Contract Administrator and one copy to the manager of Facility
8 Services.

9 If CONTRACTOR does not expend \$150,000 during the fiscal year, the
10 unexpended amount shall be credited back to COUNTY against the last billing by
11 CONTRACTOR of the fiscal year. CONTRACTOR shall not receive credit for the cost of a
12 routine repair to or replacement of equipment or small ware until full remittance has been made
13 by CONTRACTOR to the vendor for the item or service provided. Upon termination of this
14 Agreement, CONTRACTOR shall return any unexpended funds from the then-current fiscal year
15 to COUNTY, and all small wares and capital kitchen equipment shall remain the property of
16 COUNTY, and shall be returned to COUNTY in good repair, notwithstanding normal wear due to
17 usage.

18 The forklift and battery charger in use at the Central Kitchen are COUNTY
19 owned; CONTRACTOR shall have use of this equipment. The equipment shall be maintained
20 by CONTRACTOR. This equipment shall be subject to the \$150,000 annual expenditure for the
21 repair and replacement of small wares and capital kitchen equipment. CONTRACTOR shall use
22 forklift drivers certified under a COUNTY approved certification program. CONTRACTOR shall
23 be responsible for all costs related to such certification.

24 The required \$150,000 annual expenditure by the CONTRACTOR for repair and
25 replacement of small wares and capital equipment does not include pest control services; the
CONTRACTOR shall, however, be responsible for payment of such services.

1 9) CONTRACTOR shall maintain a Halal and/or Religious Meat Alternative
2 ("RMA") religious meal, in addition to a Kosher Religious meal.

3 10) With monies from the \$150,000 annual allowance set aside by
4 CONTRACTOR, CONTRACTOR shall replace up to 10% of food service trays annually, at
5 COUNTY's discretion.

6 11) CONTRACTOR is responsible for repair, and any associated costs
7 related to the cleaning of drains obstructed by grease and other debris, and shall comply with all
8 laws in regard to handling and disposal of such grease and other debris.

9 12) COUNTY shall supply and maintain fire extinguishers and supplies, and
10 Contractor shall notify the COUNTY immediately of their use.

11 2. OBLIGATIONS OF COUNTY

12 A. COUNTY designates the Jail Programs and Services Bureau
13 Commander, or their designee, as the liaison between CONTRACTOR and COUNTY regarding
14 communication, billing, invoicing, and food quality issues necessary for the performance of this
15 Agreement.

16 B. COUNTY's Sheriff-Coroner's Office shall provide CONTRACTOR with an
17 estimate of the total number of meals that shall be required for its facilities for the following day
18 by 10:00 a.m. the day before service is needed. Sheriff-Coroner's Office shall verify with
19 CONTRACTOR by 12:01 a.m. daily, the number of meals required for that day's breakfast and
20 lunch. Sheriff-Coroner's Office shall provide CONTRACTOR with a final, exact meal count one
21 hour prior to the scheduled serving of breakfast and lunch. Sheriff-Coroner's Office shall verify
22 with CONTRACTOR by 12:01 p.m. daily, the number of meals required for that day's dinner
23 meal. Sheriff-Coroner's Office shall provide CONTRACTOR with a final, exact meal count one
24 hour prior to the scheduled serving of the dinner meals.

25 C. COUNTY's Probation Department (PROBATION) shall provide
CONTRACTOR with an estimate of the number of meals that shall be required for the following

1 day, at least 24 hours prior to the time those meals are needed. PROBATION shall verify with
2 CONTRACTOR, at least two and one half (2 ½) hours prior to each delivery, the exact number
3 of meals required for that day's consumption at its facilities. PROBATION shall provide to
4 CONTRACTOR specific meal orders by type and location.

5 D. COUNTY shall provide ingress/egress, subject to security requirements,
6 for CONTRACTOR employees at all facilities.

7 E. COUNTY shall provide CONTRACTOR with current policy and procedure
8 manuals that shall pertain to CONTRACTOR'S responsibilities within the secure areas of all
9 facilities.

10 G. To the extent COUNTY requires that CONTRACTOR purchase
11 equipment, the cost to purchase, maintain and service any such equipment, shall be deducted
12 from the \$150,000 annual allowance. All equipment purchases and/or repair costs in excess of
13 the \$150,000 annual allowance will be the responsibility of the COUNTY unless mutually agreed
14 otherwise by the parties.

15 3. TERM

16 This Agreement shall become effective on January 1, 2022 ("Effective Date"), and shall
17 terminate on December 31, 2024. This Agreement shall automatically be extended for two
18 optional one-year extensions upon the same terms and conditions set forth herein, unless
19 written notice of non-renewal is given by either of the Parties to the other Party no later than 30
20 days prior to the end of the then-current term.

21 4. TERMINATION

22 A. Non-Allocation of Funds - The terms of this Agreement and the
23 services to be provided thereunder, are contingent on the approval of funds by the appropriating
24 government agency. Should sufficient funds not be allocated, the services provided may be
25 modified, or this Agreement terminated, at any time by giving CONTRACTOR thirty (30) days
advance written notice.

1 B. Breach of Contract - COUNTY may immediately suspend or
2 terminate this Agreement in whole or in part, where in the determination of COUNTY there is:

- 3 1) An illegal or improper use of funds;
- 4 2) A failure to comply with any term of this Agreement;
- 5 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 6 4) Improperly performed service.

7 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of
8 this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall
9 such payment impair or prejudice any remedy available to COUNTY with respect to the breach
10 or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to
11 COUNTY of any funds disbursed to CONTRACTOR under this Agreement which in the
12 judgment of COUNTY were not expended in accordance with the terms of this Agreement.

13 CONTRACTOR shall promptly refund any such funds upon demand.

14 C. Without Cause By COUNTY- Under circumstances other than
15 those set forth above, this Agreement may be terminated by COUNTY by giving thirty (30) days
16 advance written notice of an intention to terminate. CONTRACTOR shall continue to provide
17 services beyond the scheduled termination date upon the written request of COUNTY for an
18 additional ninety (90) days.

19 D. Without Cause by CONTRACTOR - Additionally, this Agreement
20 may be terminated by CONTRACTOR upon the giving of thirty (30) days advance written notice
21 of an intention to terminate. CONTRACTOR shall continue to provide services beyond the
22 scheduled termination date upon the written request of COUNTY for an additional ninety (90)
23 days.

24 5. COMPENSATION / INVOICING: COUNTY agrees to pay
25 CONTRACTOR compensation as outlined in Exhibit B, attached and incorporated by this
reference. Exhibit B includes a sliding scale for meal costs (pages 1 and 2), and also includes

1 applicable State of California Sales Tax. To determine the price per meal for the Sheriff's Office
2 and Probation Department on the sliding scale as outlined in Exhibit B, the total number of
3 inmate meals (excluding staff meals served per week (Monday through Sunday) is divided by
4 21.

5 CONTRACTOR shall submit biweekly invoices in triplicate to the Sheriff's Office and
6 Probation Department.

7 It is understood that all expenses incidental to CONTRACTOR'S performance of
8 services under this Agreement shall be borne by CONTRACTOR. Within forty-five (45) days
9 after receipt of the invoice, COUNTY shall remit payment to CONTRACTOR. CONTRACTOR
10 does not accept payment by Procurement card or Visa under the E-pay program. Such payment
11 shall be sent to:

12 Trinity Services Group, Inc.
13 477 Commerce Boulevard
14 Oldsmar, Florida, 34677.

15 Beginning January 1, 2023, and in each subsequent calendar year (January 1 through
16 December 31), the price per meal may be increased by a percentage equal to the National
17 Consumer Price Index, but shall not exceed 4 percent (4%) per calendar year. CONTRACTOR
18 shall notify the Sheriff's Office and Probation Department in writing thirty (30) days in advance of
19 such adjustment.

20 CONTRACTOR shall provide signed, verified invoices based on the number of meals
21 ordered or served, whichever is greater. COUNTY has the right to order additional meals when
22 necessary. COUNTY agrees to pay for only the meals ordered and received by COUNTY for the
23 feeding of inmates, juveniles, adult mental health consumers, and staff. COUNTY shall have the
24 authority to determine actual number of meals delivered, and that decision shall be final.

25 CONTRACTOR shall present to COUNTY a quarterly report reflecting the following per
meal cost analysis:

1	Food Cost	\$
2	Disposables	\$
3	Labor Cost	\$
4	Controllable Expenses	\$
5	Equipment and Small Wares Expense	\$
6	Transportation	\$
7	Other (Profit/Loss	\$
8		TOTAL \$
9		TAX \$
10		TOTAL+TAX \$

11 CONTRACTOR shall present to COUNTY a quarterly report indicating the number of
12 meals served, and itemized by ethnic and special diets, and number of snacks provided.

13 CONTRACTOR shall present to COUNTY a quarterly report indicating profit and loss.

14 The maximum compensation payable under this Agreement (excluding additional food
15 service at events sponsored by: COUNTY's Sheriff's Office or Probation Department) shall not
16 exceed \$42,617,003 during the total possible five-year term of this Agreement.

17 6. LIQUIDATED DAMAGES

18 A. Sheriff's Office Jail Missed Meals - Liquidated damages may, at
19 the option of the COUNTY, be the sum of five thousand dollars (\$5,000) for a given meal period,
20 plus the cost of replacing the meal service from any reasonable source, if a majority of the
21 meals served during that meal period are substantially non-compliant with the agreed menu,
22 Any assessment of the liquidated damages will be withheld from the monies owed to
23 CONTRACTOR.

24 B. Late Meal Delivery - If, at any time, CONTRACTOR fails to begin
25 delivery of any scheduled meal within fifteen (15) minutes of the specified time, the Contractor
may, at the option of the COUNTY, be assessed as liquidated damages twenty dollars (\$20)

1 per minute for every minute that a scheduled meal is late in delivery, up to a maximum of the
2 total cost of that meal being charged to the Sheriff-Coroner's Office. Time is determined as
3 reported by the National Institute of Standards and Technology (NIST).

4 C. Probation JJC Missed Meals - In the event CONTRACTOR fails to
5 deliver any meals or portions of meals, as determined by Probation, Probation may procure
6 meals elsewhere, and charge CONTRACTOR the additional cost of such replacement meals,
7 plus any additional costs incurred by Probation in procuring such replacement meals.

8 CONTRACTOR may, at the option of the COUNTY, be assessed liquidated damages for such
9 additional costs in the amount of one hundred dollars (\$100) per hour, plus the cost of food and
10 mileage, not to exceed five hundred dollars (\$500) in total for a given meal period. This \$500 in
11 additional costs excludes the cost to procure the replacement meals, which shall also be
12 charged to CONTRACTOR. Any assessment for liquidated damages shall be withheld from the
13 monies owed to CONTRACTOR.

14 D. Any assessment of liquidated damages shall be withheld from the
15 monies owed to CONTRACTOR.

16 E. Liquidated damages for delay shall not apply in force majeure
17 circumstances, or when the delay is caused by other circumstances beyond the control of
18 CONTRACTOR.

19 F. If liquidated damages are imposed by COUNTY, and
20 CONTRACTOR does not agree, the action may be appealed to the appropriate Department
21 Head, who shall decide such dispute within thirty (30) days prior written notice. Should
22 CONTRACTOR not agree with the decision of the Department Head, CONTRACTOR may
23 appeal such decision to the Board of Supervisors. The Board of Supervisors shall make the final
24 decision within an additional thirty (30) days.

25 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and
obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and

1 agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and
2 employees shall at all times be acting and performing as an independent contractor, and shall
3 act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
4 partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or
5 supervise or direct the manner or method by which CONTRACTOR shall perform its work and
6 function. However, COUNTY shall retain the right to administer this Agreement so as to verify
7 that CONTRACTOR is performing its obligations in accordance with the terms and conditions
8 thereof.

9 CONTRACTOR and COUNTY shall comply with all applicable provisions
10 of law and the rules and regulations, if any, of governmental authorities having jurisdiction over
11 matters the subject thereof.

12 Because of its status as an independent contractor, CONTRACTOR shall
13 have absolutely no right to employment rights and benefits available to COUNTY employees.
14 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of; its
15 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
16 responsible and save COUNTY harmless from all matters relating to payment of
17 CONTRACTOR'S employees; including compliance with Social Security withholding and all
18 other regulations governing such matters. It is acknowledged that during the term of this
19 Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to
20 this Agreement.

21 8. MODIFICATION: Any matters of this Agreement may be modified from
22 time to time by the written consent of all the parties without, in any way, affecting the remainder.

23 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract
24 this Agreement nor their rights or duties under this Agreement without the prior written consent
25 of the other party.

1 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
2 harmless, and at COUNTY'S request, defend COUNTY, its officers, agents, and employees
3 from any and all costs and expenses (including attorney's fees and costs), damages, liabilities,
4 claims, and losses occurring or resulting to COUNTY in connection with the performance, or
5 failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement,
6 and from any and all costs and expenses (including attorney's fees and costs), damages,
7 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may
8 be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,
9 agents, or employees under this Agreement.

10 The provisions of this Section 10 shall survive the termination of this Agreement.

11 11. INSURANCE

12 Without limiting COUNTY's right to obtain indemnification from
13 CONTRACTOR or any third parties; CONTRACTOR, at its sole expense, shall maintain in full
14 force and effect, the following insurance policies or a program of self-insurance throughout the
15 term of the Agreement:

16 A. Commercial General Liability

17 Commercial General Liability Insurance with limits of not less than Two
18 Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
19 (\$4,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
20 specific coverages including completed operations, products liability, contractual liability,
21 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
22 necessary because of the nature of this contract.

23 B. Property Insurance

24 Property insurance against all risks of loss to any improvements or betterments by Contractor,
25 at full replacement cost with no coinsurance penalty provision and shall name the County as a
Loss Payee.

1 B. Automobile Liability

2 Comprehensive Automobile Liability Insurance with limits for bodily injury
3 of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for
4 property damages. Coverage should include any auto used in connection with this Agreement.

5 C. Professional Liability

6 Professional Liability coverage provided for CONTRACTORS registered
7 dieticians who are the only licensed professional staff with limits of not less than One Million
8 Dollars (\$1,000,000.00) per occurrence. Three Million Dollars (\$3,000,000.00) annual
9 aggregate limit. CONTRACTOR agrees that it shall maintain, at its sole expense, in full force
10 and effect for a period of three (3) years following the termination of this Agreement, one or
11 more policies of professional liability insurance with limits of coverage as specified herein.

12 D. Worker's Compensation

13 A policy of Worker's Compensation insurance as may be required by the
14 California Labor Code.

15 E. Molestation

16 Sexual abuse / molestation liability insurance with limits of not less than
17 One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual
18 aggregate. This policy shall be issued on a per occurrence basis. If Sexual Abuse/Molestation
19 coverage is added by Endorsement to the General Liability policy, must provide proof of
20 Endorsement.

21 Additional Requirements Relating to Insurance

22 CONTRACTOR shall obtain endorsements to the Commercial General Liability
23 insurance naming the County of Fresno, its officers, agents, and employees, individually and
24 collectively, as additional insured, but only insofar as the operations under this Agreement are
25 concerned. Such coverage for additional insured shall apply as primary insurance and any other
insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall

1 be excess only and not contributing with insurance provided under CONTRACTOR's policies
2 herein. This insurance shall not be cancelled without a minimum of thirty (30) days advance
3 written notice given to COUNTY.

4 CONTRACTOR hereby waives its right to recover from COUNTY, its officers,
5 agents, and employees any amounts paid by the policy of worker's compensation insurance
6 required by this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to
7 such policy that may be necessary to accomplish such waiver of subrogation, but
8 CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not
9 CONTRACTOR obtains such an endorsement.

10 Within Thirty (30) days from the date CONTRACTOR signs and executes this
11 Agreement, CONTRACTOR shall provide -certificates of insurance and endorsement as stated
12 above for all of the foregoing policies, as required herein, to the County of Fresno, Sheriff's
13 Captain, 2200 Fresno Street, Fresno, CA 93721, stating that such insurance coverage have
14 been obtained and are in full force; that the County of Fresno, its officers, agents and
15 employees shall not be responsible for any premiums on the policies; that such Commercial
16 General Liability insurance names the County of Fresno, it's officers, agents and employees,
17 individually and collectively, as additional insured, but only insofar as the operations under this
18 Agreement are concerned; that such coverage for additional insured shall apply as primary
19 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
20 agents and employees, shall be excess only and not contributing with insurance provided under
21 CONTRACTOR's policies herein; and that this insurance shall not be cancelled without a
22 minimum of thirty (30) days advance, written notice given to COUNTY.

23 In the event CONTRACTOR fails to keep in effect at all times insurance
24 coverage as herein provided, the COUNTY may, in addition to other remedies it may have
25 suspend or terminate this Agreement upon the occurrence of such event.

1 All policies shall be issued by admitted insurers licensed to do business in
2 the State of California, and such insurance shall be purchased from companies possessing a
3 current A.M. Best, Inc. rating of A FSC VII or better.

4 12. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during
5 business hours, and as often as COUNTY may deem necessary, make available to COUNTY
6 for examination all of its records and data with respect to the matters covered by this
7 Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and
8 inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the
9 terms of this Agreement.

10 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
11 subject to the examination and audit of the California State Auditor for a period of three (3)
12 years after final payment under contract Government Code Section 8546.7).

13 13. NOTICES: The persons and their addresses having authority to give and
14 receive notices under this Agreement include the following:

15 COUNTY

16 COUNTY OF FRESNO
17 Margaret Mims, Sheriff
2200 Fresno Street
Fresno, CA 93721

CONTRACTOR

TRINITY SERVICES GROUP, INC.
1125 28 Drive Suite 0-204
Phoenix, AZ 85029

18 Kirk Haynes, Chief Probation Officer
19 3333 E. American Ave., Ste. B
Fresno, CA 93725

20 All notices between COUNTY and the CONTRACTOR provided for or permitted under
21 this Agreement must be in writing and delivered either by personal service, by first-class United
22 States mail, by an overnight commercial courier service, or by telephonic facsimile transmission.
23 A notice delivered by personal service is effective upon service to the recipient. A notice
24 delivered by first-class United States mail is effective three COUNTY business days after
25 deposit in the United States mail, postage prepaid, addressed to the recipient. A notice
delivered by an overnight commercial courier service is effective one COUNTY business day

1 after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
2 instructions given for next day delivery, addressed to the recipient. A notice delivered by
3 telephonic facsimile is effective when transmission to the recipient is completed (but, if such
4 transmission is completed outside of COUNTY business hours, then such delivery shall be
5 deemed to be effective at the next beginning of a COUNTY business day), provided that the
6 sender maintains a machine record of the completed transmission. For all claims arising out of
7 or related to this Agreement, nothing in this section establishes, waives, or modifies any claims
8 presentation requirements or procedures provided by law, including but not limited to the
9 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
10 810).

11 14. GOVERNING LAW: Venue for any action arising out of or related to this
12 Agreement shall only be in Fresno County, California.

13 The rights and obligations of the parties and all interpretation and performance of this
14 Agreement shall be governed in all respects by the laws of the State of California.

15 15. CONSISTENT FEDERAL INCOME TAX POSITION: CONTRACTOR
16 acknowledges that the [JJC] and the Jail have been acquired, constructed, or improved (and
17 that the JJC is situated on land that has been acquired) using net proceeds of governmental
18 tax-exempt bonds (collectively, "Bond-Financed Facilities"). CONTRACTOR agrees that, with
19 respect to this Agreement and the Bond Financed Facilities, CONTRACTOR is not entitled to
20 take, and shall not take, any position (also known as a "tax position") with the Internal Revenue
21 Service ("IRS") that is inconsistent with being a "service provider" to COUNTY, as a "qualified
22 user" with respect to the Bond-Financed Facilities, as "managed property," as all of those terms
23 are used in Internal Revenue Service Revenue Procedure 2017-13, and to that end, for
24 example, and not as a limitation, CONTRACTOR agrees that CONTRACTOR shall not, in
25 connection with any federal income tax return that it files with the IRS or any other statement or
information that it provides to the IRS, (a) claim ownership, or that it is a lessee, of any portion

1 of the Bond Financed Facilities, or (b) claim any depreciation or amortization deduction,
2 investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed
3 Facilities.

4 16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

5 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-
6 profit or non-profit corporation) or if during the term of the agreement, CONTRACTOR changes
7 its status to operate as a corporation.

8 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
9 transactions that they are a party to while CONTRACTOR is providing goods or performing
10 services under this agreement. A self-dealing transaction shall mean a transaction to which
11 CONTRACTOR is a party and in which one or more of its directors has a material financial
12 interest. Members of the Board of Directors shall disclose any self-dealing transactions that they
13 are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached
14 hereto as Exhibit C and incorporated herein by reference, and submitting it to COUNTY prior to
15 commencing with the self-dealing transaction or immediately thereafter.

16 17. ELECTRONIC SIGNATURES. The parties agree that this Agreement
17 may be executed by electronic signature as provided in this section. An "electronic signature"
18 means any symbol or process intended by an individual signing this Agreement to represent
19 their signature, including but not limited to (1) a digital signature; (2) a faxed version of an
20 original handwritten signature; or (3) an electronically scanned and transmitted (for example by
21 PDF document) of a handwritten signature. Each electronic signature affixed or attached to this
22 Agreement (1) is deemed equivalent to a valid original handwritten signature of the person
23 signing this Agreement for all purposes, including but not limited to evidentiary proof in any
24 administrative or judicial proceeding, and (2) has the same force and effect as the valid original
25 handwritten signature of that person. The provisions of this section satisfy the requirements of
Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,

1 Division 3, Part 2, and Title 2.5, beginning with section 1633.1). Each party using a digital
2 signature represents that it has undertaken and satisfied the requirements of Government Code
3 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may
4 rely upon that representation. This Agreement is not conditioned upon the parties conducting
5 the transactions under it by electronic means and either party may sign this Agreement with an
6 original handwritten signature.

7 18. ENTIRE AGREEMENT: This Agreement constitutes the entire
8 agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof,
9 and supersedes all previous Agreement negotiations, proposals, commitments writings,
10 advertisements, publications, and understanding of any nature whatsoever unless expressly
11 included in this Agreement.

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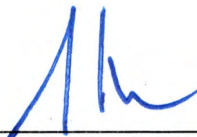
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3 TRINITY SERVICES GROUP, INC

COUNTY OF FRESNO

4
5 
6 David Miller, COO


Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

7
8 DATE 11/22/21

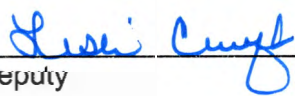
DATE December 14, 2021

9
10
11
12 Christopher Alberta, CEO

13
14 DATE _____

15
16 Mailing Address:
17 477 Commerce BLVD
Oldsmar, FL 34677

18 ATTEST:
19 Bernice E. Seidel
20 Clerk of the Board of Supervisors
County of Fresno, State of California

21 By 
Deputy

22
23 FOR ACCOUNTING USE ONLY:
24 ORG: 31114000, 34409999
Account No: 7055
25 Requisition No: 3111560523

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3 TRINITY SERVICES GROUP, INC

COUNTY OF FRESNO

4
5 _____
6 David Miller, COO

Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

7
8 DATE _____

DATE _____

9
10
11 
12 _____
Christopher Alberta, CEO

13
14 DATE 11/22/2021 _____

15
16 Mailing Address:
17 477 Commerce BLVD
18 Oldsmar, FL 34677

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

20
21 By _____
Deputy

22
23 FOR ACCOUNTING USE ONLY:
24 ORG: 31114000, 34409999
Account No: 7055
25 Requisition No: 3111560523

1

2 **EXHIBIT A**

3 **SCOPE OF SERVICES**

4

5 CONTRACTOR agrees to comply with all Federal, State, and local laws and regulations
6 governing the quality, preparation, handling and serving of foods, and procure and keep in effect
7 all necessary licenses, permits, and food handler's cards, as required by law.

8 CONTRACTOR agrees that menus shall be planned to provide a variety of foods when
9 possible, preventing repetitive meals, and shall be in full compliance with California Code of
10 Regulations Title 15 standards, and all regulatory standards of the CURFFL.

11 **I. Operational Issues:**

12 CONTRACTOR agrees to meet weekly with a COUNTY designated representative for
13 purposes of resolving all food service issues, and for conducting a joint inspection of all kitchen
14 facilities. COUNTY may choose less frequency, but COUNTY wants assurance that a weekly
15 meeting is calendared.

16 CONTRACTOR shall be responsible for responding to all complaints concerning food
17 service issues within seventy-two hours of receiving the complaint from COUNTY staff.
18 Currently, an electronic log is kept by COUNTY, documenting all complaints, and action
19 timelines.

20 COUNTY shall determine when an emergency interrupting normal food preparation
21 commences, and when the emergency terminates.

22 CONTRACTOR shall provide prompt, efficient, and courteous service and avoid undue
23 interference with operations while food service activities occur.

24 **II. Purchasing:**

25 CONTRACTOR must meet all specifications provided in this Agreement, which shall
address the level of quality, grade, size, pack, count, and all other relevant information.

1 COUNTY must approve, in writing, any changes to the required specifications. The minimum
2 grade specifications shall be required to meet all codes and standards specified for institutions
3 in the State of California or within COUNTY of Fresno.

4 CONTRACTOR shall not be required to provide for the utilization of federally supplied
5 commodities.

6 COUNTY may require that CONTRACTOR purchase equipment from the \$150,000
7 annual allowance; provided, however, that all costs exceeding the \$150,000 annual allowance
8 will be the responsibility of the COUNTY unless mutually agreed otherwise by the parties. A
9 local vendor or vendors approved by COUNTY's Facility Services Manager shall be available to
10 maintain/service equipment; the purchase of such services shall be at the CONTRACTOR's
11 expense.

12 **III. Equipment and Facilities:**

13 CONTRACTOR shall take all reasonable and prudent measures necessary to assure
14 COUNTY that its equipment and Central Kitchen facility is being properly used and maintained.

15 CONTRACTOR must confer with COUNTY in writing to establish performance criteria
16 for the equipment and implement a schedule of performance and quality checks that complies
17 with the requirements set forth in Exhibit H, Maintenance Schedule, attached and incorporated
18 by this reference. When a potential problem is identified, the CONTRACTOR shall schedule the
19 appropriate corrective maintenance in a timely manner.

20 CONTRACTOR shall provide active support to enhance the reliability of the operation.
21 CONTRACTOR must monitor equipment performance across the industry and recommend
22 action steps to minimize interruption of service.

23 If additional equipment is needed by the CONTRACTOR for the performance of this
24 service, CONTRACTOR shall be responsible for its purchase. All equipment and fixtures other
25 than licensed motor vehicles purchased for this Agreement by COUNTY or CONTRACTOR
shall become the property of COUNTY upon termination.

1 CONTRACTOR shall lock all doors and rooms of CONTRACTOR's assigned areas,
2 turn off lights, water, fans, and other equipment when space is not in use for using the minimum
3 level of utilities consistent with safe and efficient operations.

4 COUNTY shall provide the CONTRACTOR full use of COUNTY's Central Kitchen and all
5 capital equipment and small wares which COUNTY deems necessary for food service-related
6 activities. COUNTY shall provide CONTRACTOR with an inventory of this equipment prior to
7 the commencement of this Agreement.

8 CONTRACTOR shall pay for all utilities necessary for operation of COUNTY's Central
9 Kitchen, to include sewer, water, electricity, gas, and garbage removal. Reports detailing usage
10 and cost of these items shall be provided monthly with invoice. Such reports are to be one
11 month in arrears. COUNTY cannot guarantee the uninterrupted supply of such utilities and shall
12 use due diligence in restoring these services if interruption occurs. Disposal methods should
13 employ measures to divert waste away from the landfill and toward a recycle program.

14 COUNTY shall provide two phone lines to the food services offices for local calls only.
15 Long distance phone charges shall be paid monthly by CONTRACTOR. There are currently four
16 computers at the kitchen facility and three with internet access. There is one stand-alone
17 computer that is connected to OffenderTrak (Main Jail Operating System).

18 CONTRACTOR shall pay for the internet cost/access. The stand-alone computer with
19 OffenderTrak is updated/monitored by COUNTY. Due to COUNTY Security, there is no internet
20 access on the OffenderTrak computer.

21 **IV. Buy American Requirements**

22 Compliance with USDA POLICY MEMO SP38-2017

23 CONTRACTOR must submit statements for all processed agricultural products to the
24 School Food Authority (SFA) at the time of delivery for each processed agricultural product
25 certifying that the food product was processed 100% domestically, and that the percentage of

1 domestic content in the food component of the processed food product is over 51%, by weight
2 or volume. CONTRACTOR must notify COUNTY in writing at least 10 days prior to delivering a
3 nondomestic agricultural commodity or product. This written notification must list alternative
4 domestic substitutes for COUNTY to consider, and provide an explanation for the following:

- 5 • Why the domestic product is not produced or manufactured in sufficient and reasonably
6 available quantities of a satisfactory quality; and /or
- 7 • Why competitive bids reveal the cost of the domestic product is significantly higher (this
8 must be determined by the SFA) than the nondomestic product.

9 CONTRACTOR shall provide certification of domestic origin for products which do not
10 have country of origin labels.

11 COUNTY shall maintain documentation outlining the justification for supporting their use
12 of an exception to the Buy American Provision requirement prior to accepting non-domestic
13 agricultural commodities or products. This documentation shall be kept on file for the term of this
14 Agreement, plus any extensions and three additional school years thereafter. This shall be
15 made available during an on-site administrative review, and an off-site procurement review.

16 COUNTY shall monitor this Agreement to ensure that the correct domestic food components
17 contracted for are delivered, as required by 2 CRF, Section 200.318(b) unless this Agreement
18 has received prior written approval from COUNTY for nondomestic agriculture commodity or
19 product. COUNTY must ensure CONTRACTOR's compliance Provision in accordance with their
20 procurement procedures. The procedures, at a minimum, must include the requirement to
21 include Buy American Provision language in solicitations and contracts, as well as the process
22 for requiring CONTRACTOR to certify the domestic percentage of the agricultural food
23 component of products.

24 **V. Inventory:**

25 The inventory report must specify the method used to conduct the inventory, a detailed
explanation of the disposition of the data collected, and the number of meals served monthly to

1 staff, juveniles, and inmates/consumers. CONTRACTOR shall submit a copy of the report to
2 COUNTY as requested by COUNTY.

3 CONTRACTOR and COUNTY shall jointly inventory, at least semi-annually, all capital
4 equipment and COUNTY-owned service wares under the CONTRACTOR's direct control.

5 Prior to the start of food service, CONTRACTOR and COUNTY shall conduct a complete
6 inventory of non-food supplies. The documents showing the results of this inventory shall be
7 kept on file with COUNTY, with copies retained by CONTRACTOR. CONTRACTOR shall
8 provide equivalent quality replacement supplies as necessary throughout the term of this
9 Agreement. All replacement supplies shall be the property of COUNTY.

10 COUNTY and CONTRACTOR shall conduct a site inspection at the Central Kitchen prior
11 to the Effective Date of this Agreement. The purpose of such inspection shall be to verify the
12 existence and condition of all equipment that the CONTRACTOR shall be responsible for
13 maintaining. This final inventory may differ slightly from the inventory provided in the RFP; in
14 such a case the verified inventory shall be used for the Agreement. CONTRACTOR shall not be
15 responsible for repairing equipment that is not operational at the Effective Date.

16 Sharp Equipment Inventory – CONTRACTOR shall implement a check-out/check-in log
17 procedure for sharp utensils. CONTRACTOR shall provide and utilize a locked shadow board
18 for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed
19 utensils. Any missing items shall be reported to the shift commander or officer in charge
20 immediately, then to the Designated Food Service Administrator's Office in writing.

21 CONTRACTOR shall be responsible for receiving all goods at the loading dock.
22 CONTRACTOR shall be responsible for supplying personnel for the receiving, unloading, and
23 storage of food and related supplies. CONTRACTOR shall use certified forklift drivers.

24 CONTRACTOR shall encourage all salespersons to call their district/area offices. If a
25 salesperson must call on the Food Service Facility Manager, the appointment must be made in
advance, and COUNTY notified of the appointment in writing.

1 CONTRACTOR shall be responsible, and directly pay for, the replacement cost of all
2 missing inventory. COUNTY shall not reimburse for cost.

3 **VI. Disposables:**

4 Disposables/expendables shall be furnished by CONTRACTOR. This shall include, but
5 not be limited to, all paper, plastic, sacks, and other expendable items used in the operation of
6 the food services facilities. Notwithstanding the foregoing, in the event of an emergency or a
7 lockdown event, CONTRACTOR will be responsible for providing disposables/expendables for
8 the first nine (9) meal periods immediately following the event only. Thereafter, for the duration
9 of the emergency or lockdown event, COUNTY will be responsible for all costs associated with
10 providing disposables/expendables.

11 **VII. Quality Assurance:**

12 CONTRACTOR shall provide COUNTY on an annual basis, an updated version of their
13 written comprehensive quality assurance program.

14 All food shall be of good quality, and be selected, stored, prepared, and served in a safe
15 and healthful manner. Food and beverages shall not have any expired serving dates.

16 COUNTY shall have the right and authority to inspect the meals prepared by
17 CONTRACTOR to determine compliance with CURFFL specifications, reject food not meeting
18 the specifications, and withhold payment for meals or portion of meals not meeting the
19 prescribed requirements.

20 If CONTRACTOR fails to meet any of the conditions of this Agreement, as determined
21 by COUNTY, in regard to meals, quality and storage of products, temperature of food served or
22 noncompliance with any Federal, State, or local laws or regulations concerning food service,
23 COUNTY may not pay for those meals determined to be non-compliant with the terms of this
24 Agreement, or COUNTY may require CONTRACTOR to assume the cost of COUNTY
25 Administrator to monitor the unacceptable condition for a minimum for four (4) hours at
compensated time, until the condition is acceptable to COUNTY.

1 In the event that COUNTY is required to respond to any legal action regarding any
2 aspect of the food services operation, the CONTRACTOR shall, at COUNTY's discretion,
3 accompany COUNTY to any required legal proceedings, and assist in such legal proceedings,
4 at the CONTRACTOR's sole expense. CONTRACTOR shall bear the expense of any and all
5 liability arising out of any legal action decision finding the CONTRACTOR to be the responsible
6 party.

7 Any assessment of liquidated damages shall be withheld from the monies owed to the
8 CONTRACTOR. In the event that the liquidated damage(s) is of a dollar amount greater than
9 what is owed the CONTRACTOR, the unsatisfied amount shall be paid to COUNTY within thirty
10 (30) days after written demand.

11 In no event shall any payment (partial or full) constitute a waiver by COUNTY of any
12 breach of contract in regard to liquidated damages or contractual default by CONTRACTOR.
13 COUNTY shall have the authority to determine actual number of meals delivered and that
14 decision shall be final.

15 **Leave-Behind Solution**

16 CONTRACTOR shall provide a leave-behind solution at the end of the Agreement term.
17 All documentation, reports, data, etc. that pertain to this Agreement are the property of
18 COUNTY, and shall be provided to COUNTY by the potential CONTRACTOR on a secure
19 storage medium, and in a usable, user-friendly, searchable electronic format at no cost to
20 COUNTY within fifteen (15) days following the expiration and/or cancellation of this Agreement.
21 CONTRACTOR shall accept COUNTY's reasonable decision, without regard to whether the
22 solution provided is acceptable to CONTRACTOR. The leave-behind solution shall be easily
23 accessible for seven (7) years after the Agreement end date, and at COUNTY's option, the
24 leave behind solution must be located in a COUNTY-designated location. This shall ensure that
25 compliance with audits, litigation, and other mandated reviews may be facilitated by COUNTY.

VIII. Storage:

1 Leftovers not distributed to serving areas may be held at the preparation site for a
2 maximum of one day, under proper storage conditions. Leftovers that are frozen and held at
3 zero (0) degrees Fahrenheit may be retained for one month. Potentially hazardous leftovers
4 suspected of contamination shall be discarded immediately. Leftovers shall not be distributed to
5 serving areas at any COUNTY location.

6
7 **IX. Personnel and Hiring – Background of CONTRACTOR**

8 CONTRACTOR, and all personnel hired and contracted for the facilities, must
9 successfully complete a background investigation conducted by COUNTY. If CONTRACTOR's
10 employee or agent is refused clearance for assignment to any facility, the CONTRACTOR shall
11 be informed of the reason for such refusal.

12 CONTRACTOR shall designate the Food Service Manager or his assignee as liaison
13 between COUNTY and CONTRACTOR with respect to all notice, communications, billing, and
14 invoices necessary for execution and performance.

15 The Food Service Manager shall have previous experience with correctional food
16 services. If there is a change in the Food Service Manager during the term of this Agreement, a
17 resume of potential candidates, and interview by COUNTY of the potential candidates shall be
18 required. COUNTY shall have the right to refuse any proposed Food Service Manager.

19 COUNTY shall be notified prior to the transfer/removal of any manager and to approve the
20 replacement. COUNTY reserves the right to reject any manager candidates without cause.

21 COUNTY reserves the right to refuse admittance to any current employee for cause.

22 No alcoholic beverages/drugs shall be brought into any facility, nor shall anyone under
23 the influence of alcoholic beverages or drugs be allowed inside.

24 In the event of any disturbance inside the facilities, CONTRACTOR's employees shall
25 immediately follow the orders of COUNTY Facility Administrator, or his/her designees.

1 In the event of a dispute involving any COUNTY staff and CONTRACTOR's employee,
2 involving the work location, security measures, etc., the on-duty COUNTY Facility Administrator
3 shall have the final decision.

4 **X. Sanitation**

5 CONTRACTOR shall obey all Federal, State, and local laws and ordinances regarding
6 health, sanitation, and safety.

7 CONTRACTOR shall provide medical examinations as required by law for each
8 employee, and appropriate records shall be kept on file for COUNTY inspection.

9 A sanitation inspection may be conducted by designated COUNTY staff at any time, with
10 or without notice to CONTRACTOR.

11 **XI. Medical Clearance**

12 CONTRACTOR shall require medical clearance for any employee to return to work after
13 three (3) consecutive day's absence for illness.

14 **XII. Food Samples**

15 CONTRACTOR shall save samples of all prepared foods for a period of not less than 48
16 hours of its service, for testing in the event of an outbreak of food poisoning. Samples must be
17 clearly marked as to the dates and times of preparation, service, and storage.

18 **XIII. Energy Conservation**

19 When the Central Kitchen is not in use, or when food preparation is at a minimum,
20 CONTRACTOR shall assume maximum utility/energy cost conservation by turning down lights,
21 fans, water, ovens, steam equipment and other energy-consuming items.

22 CONTRACTOR shall be responsible for turning off all non-essential equipment in the
23 kitchen when the area is not in use.

24 **XIV. Rights of Inspection/Complaints and Correction of Deficiencies:**

25 The facilities operated under this Agreement may be inspected by COUNTY staff or its
designated representatives for security, sanitation, safety, food standards, quality of food

1 preparation and service, CONTRACTOR employee performance, or any other valid reason.

2 After each inspection, the CONTRACTOR shall be advised in writing of unsatisfactory
3 conditions for which CONTRACTOR is responsible. CONTRACTOR shall promptly correct such
4 deficiencies, and communicate in writing, within five (5) business days, the solution to each
5 problem, when it was corrected, and what has been done to prevent recurrence of the problem.

6 The escalation procedure shall have three (3) levels. The escalation procedure shall
7 commence at level one (1), and move to level three (3). The timing between escalation levels is
8 at the sole discretion of COUNTY. COUNTY shall inform the CONTRACTOR's personnel
9 reviewing the problem of their intention to escalate to the next level.

10 Level 1

11 A. On-duty staff makes notification to CONTRACTOR's personnel via phone, e-mail or in
12 person to address problem.

13 B. On-duty staff makes notification to CONTRACTOR's after hours personnel via phone,
14 e-mail or in person to address problem.

15 Level 2

16 C. On-duty staff notifies Food Service Manager via phone, e-mail or in person of the
17 failure to resolve problem and delay of service restoration.

18 Level 3

19 D. On-duty staff notifies regional office via phone, e-mail, or other means of the failure
20 to resolve problem and delay of service restoration.

21 Non-Compliance: In the event that the CONTRACTOR does not correct deficiencies in
22 accordance with the requirements of this section, COUNTY shall at its discretion, correct the
23 deficiency(s), and invoice CONTRACTOR for costs incurred. The amount of such costs shall be
24 direct expenses incurred by COUNTY, labor, and benefits costs, plus the applicable overhead
25 cost as determined by COUNTY. COUNTY shall have the right to offset and deduct the charges
from any balance owed to CONTRACTOR.

1 **XV. Menu Specifications**

2 A. Cycle Menu

3 a. MENU CYCLE

4 i. There are TWO menus:

5 1. Adult menu

6 2. Juvenile menu must meet USDA School Meals requirements and
7 the Healthy, Hunger-Free Kids Act of 2010 (HHFKA).

8 3. The menus shall be in accordance with the provisions of
9 “Minimum Standards for Adult Local Detention Facilities, California
10 Code of Regulations Title 15, Article II – Food,” most current
11 version.

12 b. MENU DESCRIPTION REQUIREMENTS

13 i. Menus include clearly defined descriptions of food items.

14 ii. All menu items must be listed as weight or volume measurements (e.g. ½
15 c, 3 oz, wt., etc.). All cake, muffin and cornbread portions that are cut in a
16 pan must indicate the size of the cut (e.g. 1/60 cut).

17 iii. Meat portions in casseroles must include cooked weight measurements
18 of meat or meat equivalent per portion (e.g. a 10 oz casserole planned to
19 include 2 oz of meat or meat equivalent should be written on the menu as
20 10 oz (2 oz meat).

21 iv. Weights of entrees on menus must be indicated as cooked or raw
22 weights. For those items purchased already fully cooked, it shall be
23 indicated as either prior to reheating or following reheating.

24 v. If imitation cheese is intended to be served, it must be indicated on the
25 menu.

1 vi. Appropriate condiments to be served must be included on the written
2 menu.

3 c. NUTRITIONAL REQUIREMENTS

4 i. The Adult Menus shall provide a weekly average of 2800 calories per
5 day, in addition to all required nutrients. No more than 30% of calories
6 may be derived from fat.

7 ii. The Juvenile Menus shall meet nutritional requirements as listed in the
8 Exhibit E, "Nutritional Requirements", attached and incorporated by this
9 reference.

10 iii. No organ meats shall be allowed in any ground meat.

11 d. NUTRITIONAL ANALYSIS - tied to actual recipes & products proposed

12 i. Each item on the menu shall have specific nutritional values based on
13 recipes that shall be used in the facility. For example, the specific
14 calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that
15 shall be used for Beef, Macaroni, and Tomatoes and all other meal items
16 shall be separately identified on the computer analysis.

17 e. MENU AND ANALYSIS CERTIFIED BY R.D.

18 i. A registered dietitian shall approve all menus prior to service and annually
19 thereafter. All meals served shall comply with the most recently published
20 Recommended Dietary Allowances and Dietary Reference Intakes for
21 adult males, as established by the National Academy of Sciences.

22 B. Plan for Product Wholesomeness

23 a. CONTRACTOR shall warranty that:

24 i. All meat products shall be purchased from suppliers using HACCP
25 (Hazard Analysis Critical Control Point) programs.

1 ii. All food items shall be purchased from facilities and manufacturers that
2 meet all applicable federal and state regulations for food safety, use only
3 industry "best practices" to assure wholesomeness, and maintain
4 appropriate liability insurance on their products.

5 b. CONTRACTOR shall provide a written procedure for verification of food safety
6 and quality of "opportunity buys" (defined as items purchased at a discount
7 usually from a broker or distributor).

8 C. Documentation of meals served

9 a. Served Menu records -Substitution policy

10 i. CONTRACTOR shall maintain documentation of all meals served,
11 including substitutions.

12 ii. CONTRACTOR shall outline procedures used to assure all meals shall be
13 served at appropriate temperatures and in a manner that makes them
14 palatable, neat, and visibly pleasing.

15 b. Standardized recipes

16 i. Standardized recipes with portion yield data for all items shall be available
17 and utilized

18 **XVI. GROUP 1 - SHERIFF**

19 **Inmate Menus and Meals**

20 A. CONTRACTOR must maintain documentation of the menus as they are actually served,
21 as verification of providing a nutritionally adequate diet. CONTRACTOR must submit
22 such documentation weekly to COUNTY. If any meal served varies from the planned
23 menu, the change shall be noted on the menu. Any menu substitutions or changes must
24 be approved by the Sheriff-Coroner's Office prior to substitution or change.

25 B. Medical diets shall be available upon medical authorization. Specific medical diets shall
 be prepared and served to inmates in accordance with directions provided by the

1 attending physician, dentists, or as directed by a responsible authority. Special diets
2 shall conform as closely as possible to the food served other inmates. A Registered
3 Dietician shall review all meals/meal plans, including medical diets. The medical diets
4 shall be in writing, and facilitated through the current Jail Medical Services Provider
5 (WellPath) to CONTRACTOR. CONTRACTOR shall be required to have the capability to
6 prepare a Disciplinary Diet as outlined in the California Code of Regulations Title 15,
7 Article 11, Section 1247.

8 C. CONTRACTOR must begin and complete serving of special holiday meals at the times
9 determined by the Sheriff-Coroner's Office.

10 D. CONTRACTOR must deliver the appropriate meals to the delivery points, as designated
11 by the Sheriff-Coroner's Office.

12 E. CONTRACTOR must deliver appropriate meals to all housing floors of the South Annex
13 Jail, Main Jail, North Annex Jail, West Annex Jail, and any future facility or housing
14 floors that the Sheriff-Coroner's Office may designate.

15 F. CONTRACTOR shall remove all equipment used to transport and serve food products
16 from the various meal delivery points, as designated by the Sheriff-Coroner's Office.

17 G. CONTRACTOR shall develop a culinary vocational food handlers' program to train and
18 educate incarcerated individuals.

19
20 **Staff Meals**

21 The hours of operation are: Breakfast 0001-0430, Lunch 0830-1345, and Dinner 1500-2000.

22 The pattern for standard staff meals, which are enhanced upscale meals, shall be offered as
23 outlined below:

24 A. One hot entrée each day to be provided for the breakfast, lunch, and dinner meals,
25 along with appropriate side dishes. Each meal shall include the option of a sandwich
consisting of luncheon meat and necessary condiments.

- 1 B. A salad bar consisting of fresh vegetables, garnishes, lettuce, and a choice of three
2 salad dressings, one of which shall be vinegar and oil based.
- 3 C. Assorted fruit juices in individual containers are preferred. Fresh fruit shall be offered,
4 and if fresh fruit is not in season, canned fruit packed in its own juice, water, or light
5 syrup shall be offered.
- 6 D. Eight ounces of low-fat milk per meal.
- 7 E. A traditional breakfast meal consisting of eggs, omelets, French toast, pancakes,
8 waffles, hash browns, bacon, sausage, or ham shall be served for the staff breakfast
9 meal at least weekly between the hours of 0001-0430.
- 10 F. The sandwich option and salad bar described above shall be offered daily for all three
11 meals, including when the weekly standard breakfast menu is served.
- 12 G. CONTRACTOR shall also provide on a twenty-four (24) hour, seven (7) day a week
13 basis, bread for toast, fortified juice, margarine and dairy butter, fresh seasonal fruit,
14 brewed regular and decaffeinated coffee, hot chocolate, tea, plus normal supplementary
15 supplies (i.e., sugar, cream packages, etc.) in all designated staff dining and break
16 rooms in all jail facilities, and any future facilities as designated by the Sheriff-Coroner's
17 Office.
- 18 H. Food preparation methods shall include baking, broiling, and boiling, as opposed to
19 those methods that add extra fats and oils, such as frying. Spices and herbs and
20 garnishes shall be used to enhance the taste and improve the eye appeal of the meal.
- 21 I. Religious meals shall be available for staff working unscheduled overtime if requested.
- 22 J. Sack meals for staff called out for emergency services (i.e. SWAT, Search & Rescue)
23 shall be made available within a reasonable time as requested (i.e. thirty (30) minutes to
24 two (2) hours, depending on the number of sack meals being requested). Sack meals
25 shall consist of a sandwich, chips, fruit/veggies, cookies, and a drink unless otherwise
specifically ordered.

1 K. CONTRACTOR shall provide and maintain (including product) the beverage fountain
2 machine located in the staff dining area of the North Annex Jail.

3 L. CONTRACTOR shall provide, at least twice per year and with prior COUNTY approval,
4 outdoor food services using a gas barbeque to allow for the cleaning of the staff dining
5 areas.

6
7 **Menu Specifications**

8 A. Pork and pork-derived products are not allowed on any menu in the Sheriff's
9 facilities, other than for staff meals.

10 B. Booking Sack Meals

11 a. Up to 60 ADDITIONAL inmate sack meals shall be provided daily. These
12 meals are in addition to regular inmate meals.

13 b. These sack meals shall consist of:

14 i. Two sandwiches made with: 4 slices bread and 3-oz. meat and/or
15 cheese

16 ii. Condiments

17 iii. Fresh fruit

18 iv. Cookies

19 v. 1 packet of vitamin fortified powdered beverage mix

20 c. Sack meals shall be billed at regular inmate rates

21 d. "Mega Sacks" are utilized at the Fresno COUNTY Adult Facilities. "Mega
22 Sacks" are:

23 i. The Mega Sacks are intended to be consumed within 4 hours.

24 ii. Some Mega Sacks may have longer consumable hours, if the
25 sandwich/consumables are appropriate for longer periods (e.g. peanut
butter and jelly).

1 C. Medical & Religious Diets

2 a. CONTRACTOR shall provide, at no additional cost, medical diets conforming
3 to physician-ordered specifications.

4 b. CONTRACTOR shall provide at mutually agreed upon pricing other
5 requested meals, such as, Halal, lacto-ovo vegetarian, and religious meals.

6 D. Policies and Documentation Requirements

7 a. CONTRACTOR shall keep on hand updated policies of its corrections diet
8 handbook.

9 **XVII. GROUP II – Probation**

10 **Juvenile Justice Campus**

11 CONTRACTOR must comply with the requirements set forth by the Board of State and
12 Community Corrections, as specified in the 2014 Title 15 Minimum Standards for Juvenile
13 Facilities, Article 9, as well as the California Department of Education, Nutrition Services
14 Division, in regard to Nutrition Standards.

15 CONTRACTOR shall meet all requirements and scheduled audits to allow COUNTY
16 reimbursement from the State for the National School Lunch and Breakfast Programs. However,
17 COUNTY desires food service of a higher quantity, quality, and flavor than the minimum
18 standard.

19 CONTRACTOR shall prepare pre-portioned, temperature-appropriate meals at
20 CONTRACTOR's kitchen facilities, and deliver to 2 separate locations (Detention and
21 Commitment) at the JJC, where JJC staff will carry out food distribution to the living units.

22 Meal service by CONTRACTOR shall be prepared/delivered in individual reusable
23 consumer trays. Trays, including waste (leftover food) shall be picked up and disposed of by
24 CONTRACTOR.

25 CONTRACTOR shall be aware of future nutritional requirement changes made to the
National School Lunch and Breakfast Programs and make necessary menu changes by the

1 effective dates to allow COUNTY to remain eligible for reimbursement from the State. Please
2 see Exhibit F, Implementation Timeline, and Exhibit G, Sodium Reduction.

3 Special diets must also comply with the Board of State and Community Corrections, Title
4 15, Article 9, as well as the California Department of Education, Nutrition Services Division, in
5 terms of Nutrition Standards.

6 CONTRACTOR shall prepare and deliver individual meals in sufficient quantity to
7 provide each minor three (3) meals per day and one (1) snack, seven (7) days per week. Each
8 minor shall be provided one (1) hot breakfast, one (1) cold [sack] lunch, one (1) hot evening
9 meal, and one (1) evening snack. Snacks usually consist of milk and cheese crackers or peanut
10 butter crackers. These snacks are served four (4) evenings a week, and on the other three (3)
11 evenings, the snacks consist of milk and fruit or raisins.

12 **Delivery Times:**

	Commitment	Detention
13 Breakfast/Lunch	5:15 a.m.	5:30 a.m.
14 Dinner/Snack	3:30 p.m.	3:45 p.m.

15
16 Delivery Times and actual Serving Times are different. Not all meals shall be consumed
17 for up to 2 hours after delivery, so COUNTY shall audit pre-meal preparation by CONTRACTOR
18 to ensure compliance with preparation regulations.

19 CONTRACTOR shall receive approximate meal counts twenty-four (24) hours in
20 advance. Final count shall be supplied 2-1/2 hours prior to each delivery. Notification shall be
21 via phone, fax, or e-mail. Utensils for minors shall be disposable spoons only. Staff shall use
22 disposable knife, fork, and spoon.

23 **Delivery:**

24 CONTRACTOR shall be responsible for the delivery and unloading of meals, collection
25 of trays, utensils, and all waste generated from the provision of food from each of the defined (2)

1 two delivery points within the JJC. CONTRACTOR shall deliver the meals in individual
2 consumer trays, and JJC staff shall distribute and serve the meals to the JJC living units.

3 CONTRACTOR shall pick up any and all equipment used to deliver meals prior to or at
4 the next scheduled delivery time. CONTRACTOR shall be responsible for cleaning all trays and
5 food service equipment.

6 7 **Commitment Housing**

8 Centralized Dining Hall – 70 juveniles housed, with a capacity of 240, in (2) two separate
9 locations (70 juveniles in Central Dining). These locations shall be served separately.

10 CONTRACTOR shall deliver Central Dining and High Security Pod Dining in separate food
11 carts.

12 **Detention Housing**

13 CONTRACTOR's staff shall deliver the hot mobile food carts, with the appropriate
14 number of ordered of meals for juvenile meals to the Detention housing loading dock, and JJC
15 staff shall deliver the meals to the juveniles. JJC Dietary Aides shall separate, divide, and
16 deliver meals appropriately between units to include the CORE (702) building. Meal carts shall
17 be returned to the loading docks for pick up by CONTRACTOR prior to, or at CONTRACTOR's
18 next scheduled meal delivery. However, carts for dinner meals shall be retrieved by
19 CONTRACTOR by no later than 8:00pm daily.

20 COUNTY shall allow CONTRACTOR full use of existing facilities, including capital
21 equipment, which includes loading lifters. CONTRACTOR shall provide the following:
22 Ingress/egress, subject to security requirements. Available limited storage space for evening
23 meal snack. The Detention Facility storage area is 8' X 10', with a 5' X 7' cold box. The
24 Commitment Facility storage area is 12' X 13', with a 5' X 7' cold box.

25 **RESPONSIBILITIES OF THE CONTRACTOR**

1 Juvenile Menu and Meals Menus shall be approved by the California Department of
2 Education Child Nutrition and Food Distribution Division. Such menus shall be planned to
3 provide a variety of foods, preventing repetitive meals, and must be in accordance with all
4 appropriate governmental agencies.

5 COUNTY participates in the USDA's National School Breakfast & Lunch Programs for its
6 juvenile inmates.

7 A. The menu must be developed using the Healthy, Hunger-Free Kids Act of 2010
8 (HHFKA) as outlined by USDA regulation

9 B. CONTRACTOR must also provide training to the Food Service Director on the
10 processes required for maintaining reimbursement status (food purchases, recipes,
11 documentation, and USDA audits)

12 C. CONTRACTOR must meet the HACCP plan for juveniles that shall meet the USDA
13 requirement for such a program.

14 D. CONTRACTOR must assist COUNTY in implementing a Wellness plan for juveniles that
15 meets the USDA requirement for such a program.

16 Menus shall be provided to JJC administration for approval fourteen (14) days in advance
17 of the first items served.

18 CONTRACTOR must maintain documentation of menus as they are actually served, in
19 accordance with the State Department of Education. The Contractor must submit such
20 documentation weekly to JJC administration.

21 Medical/Therapeutic diets shall be available upon medical authorization, or as directed
22 by JJC administration. Specific diets shall be prepared and served to minors according to the
23 orders of the attending physician, dentist, as directed by the responsible health authority, or as
24 directed by staff. Medical diets shall be specific and complete and shall be furnished in writing to
25 CONTRACTOR. Special diets shall conform as closely as possible to the food served to other
juveniles.

1 Religious diets can, in most cases, have a food item (like pork) be substituted with an
2 acceptable item, and the remainder of the regular menu.

3 Special holiday menus shall be designed for New Year's Day, Easter, Independence
4 Day, Thanksgiving, and Christmas.

5 Upon prior notification to CONTRACTOR, the JJC Administration reserves the right to
6 request a special menu, (i.e. cold meat plates, barbeques, etc.). During the course of a year,
7 specialty meals of this type may be requested a minimum of twenty-four (24) days in advance
8 for thirty (30) minors.

9 Menus shall include an ethnic variety, reflective of the inmate population. Ethnic foods
10 are representative of the population but are not served based solely upon the percentages of
11 the inmate population.

12 Food preparation methods shall include baking, broiling, and boiling in preference to
13 those methods which add extra fats and oils, such as frying. Spices and herbs and garnishes
14 shall be used to enhance the taste and improve eye appeal of the meal.

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EXHIBIT B
COMPENSATION

Option 2 - Pricing Based on the Enclosed Title-15 Compliant Menu

Proposal No. 22-003

Page 30

COST PROPOSAL GROUP I - FRESNO COUNTY JAIL

INMATE POPULATION		DAILY MEAL COUNT		YEARLY MEAL COUNT		PER MEAL PRICE
LOW	HIGH	LOW	HIGH	LOW	HIGH	
1,000	1,099	3,000	3,297	1,095,000	1,203,405	\$ 4.282
1,100	1,199	3,300	3,597	1,204,500	1,312,905	\$ 3.989
1,200	1,299	3,600	3,897	1,314,000	1,422,405	\$ 3.744
1,300	1,399	3,900	4,197	1,423,500	1,531,905	\$ 3.537
1,400	1,499	4,200	4,497	1,533,000	1,641,405	\$ 3.359
1,500	1,599	4,500	4,797	1,642,500	1,750,905	\$ 3.205
1,600	1,699	4,800	5,097	1,752,000	1,860,405	\$ 3.071
1,700	1,799	5,100	5,397	1,861,500	1,969,905	\$ 2.952
1,800	1,899	5,400	5,697	1,971,000	2,079,405	\$ 2.847
1,900	1,999	5,700	5,997	2,080,500	2,188,905	\$ 2.752
2,000	2,099	6,000	6,297	2,190,000	2,298,405	\$ 2.667
2,100	2,199	6,300	6,597	2,299,500	2,407,905	\$ 2.590
2,200	2,299	6,600	6,897	2,409,000	2,517,405	\$ 2.520
2,300	2,399	6,900	7,197	2,518,500	2,626,905	\$ 2.456
2,400	2,499	7,200	7,497	2,628,000	2,736,405	\$ 2.398
2,500	2,599	7,500	7,797	2,737,500	2,845,905	\$ 2.344
2,600	2,699	7,800	8,097	2,847,000	2,955,405	\$ 2.297
2,700	2,799	8,100	8,397	2,956,500	3,064,905	\$ 2.253
2,800	2,899	8,400	8,697	3,066,000	3,174,405	\$ 2.213
2,900	2,999	8,700	8,997	3,175,500	3,283,905	\$ 2.175
3,000	3,099	9,000	9,297	3,285,000	3,393,405	\$ 2.140
3,100	3,199	9,300	9,597	3,394,500	3,502,905	\$ 2.107
3,200	3,299	9,600	9,897	3,504,000	3,612,405	\$ 2.076
3,300	3,399	9,900	10,197	3,613,500	3,721,905	\$ 2.047
3,400	3,499	10,200	10,497	3,723,000	3,831,405	\$ 2.020
3,500	3,599	10,500	10,797	3,832,500	3,940,905	\$ 1.994
				Special Diet Meals		\$ 5.65
				Staff		\$ 2.60

COST PROPOSAL GROUP II - JUVENILE JUSTICE CAMPUS

ENRIMATE POPULATION	DAILY MEAL COUNT		YEARLY MEAL COUNT		DAILY SNACK COUNT		YEARLY SNACK COUNT		PER MEAL PRICE	SALES TAX PER MEAL	TOTAL COST PER MEAL	PER SNACK PRICE	SALES TAX PER SNACK	TOTAL COST PER SNACK			
	LOW	HIGH	LOW	HIGH	LOW	HIGH	LOW	HIGH									
455	1,365	1,440	498,225	525,600	455	480	166,075	175,200	\$ 2.425	\$ 0.193	\$ 2.618	\$ 0.750	\$ 0.060	\$ 0.810			
430	1,290	1,362	470,850	487,130	430	454	156,950	165,710	\$ 2.496	\$ 0.198	\$ 2.694	\$ 0.750	\$ 0.060	\$ 0.810			
405	1,215	1,287	443,475	469,755	405	429	147,825	156,585	\$ 2.567	\$ 0.204	\$ 2.771	\$ 0.750	\$ 0.060	\$ 0.810			
380	1,140	1,212	416,100	442,380	380	404	138,700	147,460	\$ 2.648	\$ 0.211	\$ 2.859	\$ 0.750	\$ 0.060	\$ 0.810			
355	1,065	1,137	388,725	415,005	355	379	129,575	138,335	\$ 2.740	\$ 0.218	\$ 2.958	\$ 0.750	\$ 0.060	\$ 0.810			
330	990	1,062	361,350	387,630	330	354	120,450	129,210	\$ 2.839	\$ 0.226	\$ 3.065	\$ 0.750	\$ 0.060	\$ 0.810			
305	915	987	333,975	360,255	305	329	111,325	120,085	\$ 2.961	\$ 0.235	\$ 3.196	\$ 0.750	\$ 0.060	\$ 0.810			
280	840	912	306,600	332,880	280	304	102,200	110,960	\$ 3.103	\$ 0.247	\$ 3.350	\$ 0.750	\$ 0.060	\$ 0.810			
255	765	837	279,225	305,505	255	279	93,075	101,835	\$ 3.274	\$ 0.260	\$ 3.535	\$ 0.750	\$ 0.060	\$ 0.810			
230	690	762	251,850	278,130	230	254	83,950	92,710	\$ 3.482	\$ 0.277	\$ 3.759	\$ 0.750	\$ 0.060	\$ 0.810			
205	615	687	224,475	250,755	205	229	74,825	83,585	\$ 3.741	\$ 0.297	\$ 4.039	\$ 0.750	\$ 0.060	\$ 0.810			
180	540	612	197,100	223,380	180	204	65,700	74,460	\$ 4.072	\$ 0.324	\$ 4.396	\$ 0.750	\$ 0.060	\$ 0.810			
155	465	537	169,725	196,005	155	179	56,575	65,335	\$ 4.510	\$ 0.359	\$ 4.868	\$ 0.750	\$ 0.060	\$ 0.810			
130	390	462	142,350	168,630	130	154	47,450	56,210	\$ 5.115	\$ 0.407	\$ 5.522	\$ 0.750	\$ 0.060	\$ 0.810			
105	315	387	114,975	141,255	105	129	38,325	47,085	\$ 6.010	\$ 0.478	\$ 6.488	\$ 0.750	\$ 0.060	\$ 0.810			
80	240	312	87,600	113,880	80	104	29,200	37,960	\$ 7.494	\$ 0.596	\$ 8.090	\$ 0.750	\$ 0.060	\$ 0.810			
										SPECIAL DIET MEALS	1 EACH	\$ 5.650	\$ 0.449	\$ 6.099	\$ 0.750	\$ 0.060	\$ 0.810
										STAFF MEALS	1 EACH	\$ 2.600	\$ 0.207	\$ 2.807	\$ 0.750	\$ 0.060	\$ 0.810

1 EXHIBIT C

2 Self-Dealing Transaction Disclosure Form

3 **SELF-DEALING TRANSACTION DISCLOSURE**
4 **FORM**

5 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
6 members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must
7 disclose any self-dealing transactions that they are a party to while providing goods, performing
8 services, or both for the County. A self-dealing transaction is defined below:

9 *"A self-dealing transaction means a transaction to which the corporation is a party and in which
10 one or more of its directors has a material financial interest"*

11 The definition above will be utilized for purposes of completing this disclosure form.

12 INSTRUCTIONS

- 13 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 14 (2) Enter the board member's company/agency name and address.
- 15 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed
16 to the County. At a minimum, include a description of the following:
- 17 a. The name of the agency/company with which the corporation has the transaction;
18 and
 - 19 b. The nature of the material financial interest in the Corporation's transaction
20 that the board member has.
- 21 (4) Describe in detail why the self-dealing transaction is appropriate based on
22 applicable provisions of the Corporations Code.
- 23 (5) Form must be signed by the board member that is involved in the self-dealing
24 transaction described in Sections (3) and (4).
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(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

Signature:		Date:	
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1 EXHIBIT D

2 NO HOSTAGE POLICY

3 RFP 22-003

4 Exhibit D

5 **JAIL SECURITY**

6 **SECURITY:** All Fresno County Jail facilities are "No Hostage" facilities.

7 The security of the Jail facilities is paramount and takes precedence over all installation
8 processes. Before the start of any work, the Contractor and any subcontractors shall review
9 with a representative of the Sheriff's Office and County Coordinator, the proposed
10 constructions process and how this work will interface with the Jail Facility operations. The
11 Jail Facility operations shall take precedence. Contractor shall perform their work in
12 accordance with the procedures established by the Sheriff's Office. Should any
13 revisions to any procedures become necessary, such revisions shall be reviewed and
14 approved by the Sheriff's Office before execution of such revisions. Exit facilities,
15 distress warning devices and similar devices and equipment shall remain operable at all times
16 in accordance with regulations of the State Fire Marshall.

17 The Contractor shall plan and execute all work in such a manner so as to prevent a breach of
18 the Jail Facilities' Security or allowing an inmate to escape. This maintenance of security
19 shall remain in effect for the duration of the project.

20 The Contractor shall be responsible for preventing the introduction of any material or
21 equipment into the facility that could be deemed contraband. Such contraband shall include,
22 but not be limited to, tools, equipment, supplies, construction waste, and construction
23 materials.

24 Only tools, supplies and equipment necessary to complete a given task shall be taken into an
25 inmate occupied space. Such tools, supplies and materials shall be inventoried in and out of
the secured area by the Contractor. Any discrepancy shall be called to the attention of the
Sheriff's Office representative immediately.

The Sheriff's Office may want to limit the number of Contractor's employees in any
one area at one time. Only employees with proper security clearance and identification issued
by the Sheriff's Office shall be allowed into the work area within the Jail Facilities.
Identification shall be obtained by the individual employee of the Contractor on an as needed
basis and only from the Sheriff's Office.

The Jail Facilities have no "Off Hours". The Contractor shall confer with the Sheriff-Coroner's
Office representative and County Coordinator on a case by case basis for all work to be
performed outside of normal business hours.

Any violations of security procedures which result in extraordinary man hour expenditures by the
County, such as for unscheduled searches to retrieve construction contraband or man hour
costs expended to report and/or recapture an escapee, will be the responsibility of the
Contractor.

EXHIBIT E

NUTRITIONAL REQUIREMENTS

RFP 22-003 ATTACHMENT G
Attachment G - Nutrition Requirements

Comparison of Previous and Current Regulatory Requirements under Final Rule "Nutrition Standards in the National School Lunch and School Breakfast Programs" (published January 26, 2012)

National School Lunch Program Meal Pattern		
Food Group	Previous Requirements K-12	Current Requirements K-12 (as of 7/1/12)
Fruit and Vegetables	½ - ¾ cup of fruit and vegetables combined per day	¾ - 1 cup of vegetables plus ½ - 1 cup of fruit per day Note: Students are allowed to select ½ cup fruit or vegetable under OVS.
Vegetables	No specifications as to type of vegetable subgroup	Weekly requirement for: <ul style="list-style-type: none"> • dark green • red/orange • beans/peas (legumes) • starchy • other (as defined in 2010 Dietary Guidelines)
Meat/Meat Alternate (M/MA)	1.5 - 2 oz eq. (daily minimum)	Daily minimum and weekly ranges: Grades K-5: 1 oz eq. min. daily (8-10 oz weekly) Grades 6-8 : 1 oz eq. min. daily (9-10 oz weekly) Grades 9-12 : 2 oz eq. min. daily (10-12 oz weekly)
Grains	8 servings per week (minimum of 1 serving per day)	Daily minimum and weekly ranges: Grades K-5: 1 oz eq. min. daily (8-9 oz weekly) Grades 6-8 : 1 oz eq. min. daily (8-10 oz weekly) Grades 9-12 : 2 oz eq. min. daily (10-12 oz weekly)
Whole Grains	Encouraged	At least half of the grains must be whole grain-rich beginning July 1, 2012. Beginning July 1, 2014, all grains must be whole grain rich.
Milk	1 cup Variety of fat contents allowed; flavor not restricted	1 cup Must be fat-free(unflavored/flavored) or 1% low fat (unflavored)

RFP 22-003 ATTACHMENT G
Attachment G - Nutrition Requirements

RFP 22-003 ATTACHMENT G
Attachment G - Nutrition Requirements

Comparison of Previous and Current Regulatory Requirements under Final Rule "Nutrition Standards in the National School Lunch and School Breakfast Programs" (published January 26, 2012)

Previous Nutrient Standards	Current Standards K-12 <small>(as of 7/1/12)</small>		
Sodium Reduce, no set targets	Target 1: SY 2014-15 Lunch ≤1230mg (K-5); ≤1360mg (6-8); ≤1420mg (9-12) Breakfast ≤540mg (K-5); ≤600mg (6-8); ≤640mg (9-12)	Target 2: SY 2017-18 Lunch ≤935mg (K-5); ≤1035mg (6-8); ≤1080mg (9-12) Breakfast ≤485mg (K-5); ≤535mg (6-8); ≤570mg (9-12)	Final target: 2022-23 Lunch ≤640mg (K-5); ≤710mg (6-8); ≤740mg (9-12) Breakfast ≤430mg (K-5); ≤470mg (6-8); ≤500mg (9-12)
Calories (min. only) <i>Traditional Menu Planning</i> Lunch: 633 (grades K-3) 785 (grades 4-12) 825 (optional grades 7-12) Breakfast: 554 (grades K-12) <i>Enhanced Menu Planning</i> Lunch: 664 (grades K-6) 825 (grades 7-12) 633 (optional grades K-3) Breakfast: 554 (grades K-12) 774 (optional grades 7-12) <i>Nutrient Based Menu Planning</i> Lunch: 664 (grades K-6) 825 (grades 7-12) 633 (optional grades K-3) Breakfast: 554 (grades K-12) 618 (optional grades 7-12)	Calorie Ranges (min. & max.) <i>Only food-based menu planning allowed</i> Lunch: 550-650 (grades K-5) 600-700 (grades 6-8) 750-850 (grades 9-12) Breakfast: 350-500 (grades K-5) 400-550 (grades 6-8) 450-600 (grades 9-12)		
Saturated Fat <10% of total calories	Saturated Fat <10% of total calories		
Trans Fat: no limit	New specification: zero grams per serving (nutrition label)		

EXHIBIT F

IMPLEMENTATION TIMELINE

RFP 22-003 ATTACHMENT J
Attachment J - Implementation Timeline

Jan. 2012

Implementation Timeline for Final Rule

"Nutrition Standards in the National School Lunch and School Breakfast Programs"

Implementation of most meal requirements in the NSLP begins SY 2012-2013. In the SBP, the meal requirements (other than milk) will be implemented gradually beginning SY 2013-2014.

New Requirements	Implementation (School Year) for NSLP (L) and SBP (B)						
	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2022/23
Fruits Component							
• Offer fruit daily	L						
• Fruit quantity increase to 5 cups/week (minimum 1 cup/day)			B				
Vegetables Component							
• Offer vegetables subgroups weekly	L						
Grains Component							
• Half of grains must be whole grain-rich	L	B					
• All grains must be whole-grain rich			L, B				
• Offer weekly grains ranges	L	B					
Meats/Meat Alternates Component							
• Offer weekly meats/meat alternates ranges (daily min.)	L						
Milk Component							
• Offer only fat-free (unflavored or flavored) and low-fat (unflavored) milk	L, B						
Dietary Specifications (to be met on average over a week)							
• Calorie ranges	L	B					
• Saturated fat limit (no change)	L, B						
• Sodium Targets <ul style="list-style-type: none"> ◦ Target 1 ◦ Target 2 ◦ Final target 			L, B			L, B	L, B
• Zero grams of trans fat per portion	L	B					
Menu Planning							
• A single FBMP approach	L	B					
Age-Grade Groups							
• Establish age/grade groups: K-5, 6-8, 9-12	L	B					
Offer vs. Serve							
• Reimbursable meals must contain a fruit or vegetable (1/2 cup minimum)	L		B				
Monitoring							
• 3-year admin. review cycle		L, B					
• Conduct weighted nutrient analysis on 1 week of menus	L	B					

EXHIBIT G

SODIUM REDUCTION

Attachment I - Sodium Reduction RFP 22-003 ATTACHMENT I

Final Rule "Nutrition Standards in the National School Lunch and School Breakfast Programs (1/26/12)

Sodium Reduction: Timeline & Amount				
Age/Grade Group	Baseline: Average Current Sodium Levels As Offered¹ (mg)	Target 1: July 1, 2014 SY 2014-2015 (mg)	Target 2: July 1, 2017 SY 2017-2018 (mg)	Final Target: July 1, 2022 SY 2022-2023 (mg)
School Breakfast Program				
K-5	573 (elementary)	≤ 540	≤ 485	≤ 430
6-8	629 (middle)	≤ 600	≤ 535	≤ 470
9-12	686 (high)	≤ 640	≤ 570	≤ 500
National School Lunch Program				
K-5	1,377 (elementary)	≤ 1,230	≤ 935	≤ 640
6-8	1,520 (middle)	≤ 1,360	≤ 1,035	≤ 710
9-12	1,588 (high)	≤ 1,420	≤ 1,080	≤ 740

¹SNDA-III

EXHIBIT H

MAINTENANCE SCHEDULE

RFP 22-003 ATTACHMENT B

Attachment B - Equipment Maintenance Schedule

<u>Equipment Description</u>	<u>Quantity</u>	<u>Maintenance Service Schedule</u>
Salvajor 300 Disposals	3	Quarterly
Stern SWB 320/U31A	1	Quarterly
Stern STWI 10 Dishwasher 1	1	Quarterly
Scottamand V6425 Ice Machine	1	Bi-annually (including 2 filters)
Market Forge Steam Kettle DL-100	2	Quarterly
Cleavland KDL-80 F	1	Quarterly
Cleavland Gas Steam Kettle KGL-100	1	Quarterly
Cleavland Gas Steam Kettle KGL-150	1	Quarterly
Global Food Slicers	2	Quarterly
Food Cutter - Hobart HC450	1	Quarterly
Food Cutter - Hobart 84145	1	Quarterly
Food Cutter - Hobart 84186	1	Quarterly
Vulcan hart 40 Gal Tilt Skillet	1	Quarterly
Hobart A-200 Electric Mixers	2	Quarterly
Rankin Delux Grill Top T636C	1	Quarterly
Montague Grizzly 6 Burner Range	1	Quarterly
True T-35 Refrigerator	1	Quarterly
Duke TEHF-60PG1 Steam table	1	Quarterly
FEW Warming Cart	1	Quarterly
Southbin Ovens	6	Quarterly
Vulcan Ovens	6	Quarterly