



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/17/2018

Department: Sheriff's Office

Agenda Planning Date: 10/11/2018

Time required:

☐ Audio/Visual aids

NA

Contact:

Camille Peterson

Phone:

503-884-9940

Department Head Signature:

TITLE

Reinstatement of the expired Marion County Jail Food Services Contract for Services Amendment # 7 with A'viands, an Elor Company

Issue, Description & Background

The Sheriff's Office is requesting an exemption from Marion County Public Contracting Rules to reinstate this contract from July 1, 2018 - June 30, 2019. This is the final amendment to the food services agreement for the jail until an award is made following this years RFP.

Financial Impacts:

\$ 1,100,304.00 FY 18-19

Impacts to Department & External Agencies

\$ 1,100,304.00 FY 18-19

Options for Consideration:

1. Approve
2. Do Not Approve
3. Take no action at this time

Recommendation:

To approve the reinstatement of the contract

List of attachments:

Board Order, Discretionary Action Form, Amendment #7

Presenter:

Commander Tad Larson and Camber Schlag

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Camille Peterson cpeterson@co.marion.or.us - Tad Larson tl Larson@co.marion.or.us

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of granting an exemption)
to reinstate an expired contract for the)
Marion County Jail Food Services pursuant)
to the Marion County Public Contracting)
Rules)

ORDER NO. _____

This matter came before the Marion County Board of Commissioners, acting as the Marion County Contract Review Board (Board), at its regularly scheduled public meeting on Wednesday, October 17, 2018.

WHEREAS, the Board finds that Marion County Sheriff's Office seeks an exemption from Marion County Public Contracting Rules, pursuant to Section 10-0570 Reinstatement of Expired Contracts, which allows an expired contract to be reinstated, in full force and effect, as if it had not expired; and

WHEREAS, Marion County Public Contracting Rules, pursuant to Section 10-0570 limits the reinstatement of a contract to ninety (90) days from the date of the expiration, due to the complexity of the contract, the County seeks an exemption to this rule allowing the contract to be reinstated at one hundred and seven (107) days; and

WHEREAS, the reinstatement of this contract allows for the County to provide over 1,000 meals per day to individuals incarcerated in the Marion County Jail and Transition Center; and

WHEREAS, the County will release a request for proposals for Jail Food Services estimated in January 2019 and issue an award for contract services to begin July 2019.

WHEREAS, the Board has received justification and testimony during the properly noticed period before consideration of special procurement request on October 17, 2018 and finds the use of a reinstatement exemption for the Jail Food Services expired contract is justified and consistent with the Marion County Public Contracting Rules; now, therefore,

IT IS HEREBY ORDERED that the Board adopts the findings attached hereto as Exhibit A and grants an exemption to allow the reinstatement of the Marion County Jail Food Services contract.

DATED this 17th day of October 2018.

MARION COUNTY BOARD OF
COMMISSIONERS

Original: Clerk
cc: Board of Commissioner’s Office
Camber Schlag, Finance

Attachment: Exhibit A – Findings

Chair

Commissioner

Commissioner

Contract Review Board
Marion County Public Contracting Rules
Discretionary Action Form

Contract Title: Marion County Jail Food Services

Contract Number: SO-521-12

Department: Sheriff's Office

Submitted By: _____
Camber Schlag, Contracts and Procurement Manager

Summit Food Service, LLC

Issue:

The Marion County Sheriff's Office contracts with Summit Food Service to provide over 1000 meals per day for the inmates and staff at the Marion County Jail and Transition Center. Amendment 7 of the current agreement, which expired June 30, 2018, was sent to A'viands on June 1, 2018 to add funds and extend the terms through June 30, 2019. This is the final amendment permitted under the original agreement. A new solicitation for Inmate food and commissary services is in process and will be released and awarded this fiscal year.

The following timeline reflects the Sheriff's Office Amendment #7 process:

June 1, 2018 – Amendment # 7 was sent to Penny at A'viands for review and Certificate of Insurance was requested

June 4, 2018- Amendment #7 was sent to Ted Hanby at Summit to review

June 21, 2018 – Due to no response, phone call was made to Ted, he explained that he forwarded this Amendment to Everett our new regional representative. I reached out to Everett by phone and forwarded the Amendment to him and explained I was proceeding with County signatures due to the fast approaching expiration date.

July 3, 2018 – Everett sent an email that Summit legal department was concerned about the language regarding the name change as it has changed again from A'viands to Summit. A new W-9 was requested along with written notification of the name change. Amendment #7 remained in County signature process pending the requested information.

July 12, 2018 – Amendment #7 was signed by the BOC as originally written.

July 13, 2018 – Amendment #7 was sent to Summit for final signatures.

August 28, 2018 – Amendment #7 was received back from Summit, some contract language had been updated by the vendor regarding the name change from A'viands to Summit. Review by Finance determined that the changes were significant that the Amendment needed to go before the Board again for approval.

September 19, 2018 – Finance recommended edits regarding the name change

Contract Review Board
Marion County Public Contracting Rules
Discretionary Action Form

September 21, 2018 – Received W-9, due to business name change, additional modifications on Amendment were required by Finance.

September 24, 2018 – Edited Amendment #7 was sent back to Everett for Summit signatures

October 4, 2018 – Received signed Amendment #7 from Everett at Summit

Resolution:

In preparation for future contract Amendments the Sheriff's Office plans to initiate communication with the vendor at least 60 days or more prior to the contract's expiration. In addition, it is recognized that contract renewals can be unique and some require more persistence to obtain required information from the vendor while maintaining a timely renewal process.

AMENDMENT NUMBER #7
TO THE FOOD SERVICE MANAGEMENT AGREEMENT
BY AND BETWEEN MARION COUNTY AND SUMMIT FORMERLY A'VIANDS
FORMERLY CONSOLIDATED FOOD MANAGEMENT

This Amendment No. 7 to the Contract for Services (as amended from time to time, the "Contract"), dated March 1, 2012 between Marion County, a political subdivision of the State of Oregon, hereafter called Client, and A'viands, an Elor Company, formerly known as Consolidated Food Management, Inc., hereafter called Summit Food Service, LLC.

WHEREAS, A'viands and Client have entered into a Food Service Management Agreement, effective March 1, 2012 (as amended);

WHEREAS, both parties now desire to amend said Agreement upon the terms and conditions stated herein.

WHEREAS, effective July 1, 2018 A'viands shall also be known as Summit Food Service, LLC and Consolidated Food Management.

NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree hereto that the Agreement is hereby modified as follows:

1. **TERM** The term of the contract shall be extended to June 30, 2019.
2. **CONSIDERATION** The sum of \$1,100,304.00 is the maximum payment amount obligated by the County under this contract between July 1, 2018 through June 30, 2019.
3. **PRICING** Meal pricing shall continue as follows, through June 30, 2019.

Inmate Population	Cost per Meal (2018)	Current Staff Meal
475-499	\$1.590	\$2.306
500-524	\$1.554	
525-549	\$1.521	
550-574	\$1.490	
575-599	\$1.465	
600-624	\$1.442	
625-649	\$1.417	
650-674	\$1.395	

4. **MEAL PATTERN** The meal pattern shall be Cold Breakfast, Hot Lunch, and Hot Dinner.
5. **INVOICING** The price per Meal shall be calculated based on the average inmate count per week. All meals will be counted including cold sack meals to determine this average. Sack lunches will include those used in the intake unit and as replacement meals for inmates absent at count time. Once the total has been determined, the cost of the cold breakfast and the two hot

meals will be charged based on the sliding scale above. The sack lunches will be charged at a rate of \$1.61 per sack. The Total number of all meals shall be included in the total on the invoice

6. MENU The current menu and contents of the cold sack meal, as listed in Exhibit A, will be strictly followed and will not be changed without written notice and agreement of the County. Infrequent substitutions of products are allowed.

7. PRISON RAPE ELIMINATION ACT (PREA) The Marion County Transition Center is committed to complying with all of the requirements of the Prison Rape Elimination Act. In order to protect inmates from sexual abuse and to ensure they get the help they need if they are victimized, PREA requires all volunteers and contractors to receive specialized training on how to recognize the warning signs and how to report a case.

Agency employees and volunteers interacting with inmates will:

- View the PREA Contractor Training Presentation at the following link http://prezi.com/m5ngpfih1y8b/2utm_campaign
- Acknowledge the review and receipt of PREA training by signing, dating and returning the PREA Volunteer and Contractor Information Acknowledgement Form in Attachment A.

This Amendment shall be effective as of July 1, 2018. All other terms and conditions of the original Food Service Management Agreement (as modified from time to time) shall remain in full force and effect.

SIGNATURES

SUMMIT FOOD SERVICE

Authorized Signature: _____

Title: President - CEO

10/4/2018

Date

MARION COUNTY

Authorized Signature: _____

Sheriff or Undersheriff

10.8.18

Date

Authorized Signature: _____

Chief Administrative Officer

Date

Reviewed by Signature:

_____	_____
Marion County Legal Counsel	Date

Reviewed by Signature:

_____	_____
Marion County Contracts & Procurement	Date

BOARD OF COMMISSIONERS:

_____	_____
Chair	Date

_____	_____
Commissioner	Date

_____	_____
Commissioner	Date

Attachment A



MARION COUNTY SHERIFF'S OFFICE

JASON MYERS, SHERIFF

PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Sheriff's Office is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. All Contractors, Volunteers and Employees must understand PREA (Prison Rape Elimination Act) rules and how to report a problem, or issue in the unlikely event misconduct is witnessed or reported by a victim.

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.

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.

Employees, contractors, and volunteers are prohibited 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, volunteers and contractors on our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of offenders
- 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

What to Do If Sexual Misconduct is suspected, witnessed or reported:

- If an incident of sexual misconduct is witnessed or suspected 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 the incident will be reported and an investigation will be conducted to make sure they are safe. Inform them the information will not be shared beyond those who need to know to fix the problem.
- If an offender wants to share an incident and asks that it not be repeated, let them know about your limits of confidentiality. This includes reporting 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 sexual misconduct prevention, detection, and response policies and procedures.

Printed Name: Marlin C. Sejnoha Jr.

Signature: 

Date: 08/27/2018

