

Contract Review Sheet

Contract for Services

SO-2969-19 - Am6

Title: Trinity _ Marion County Jail Food Services

Contractor's Name: Trinity Services Group, Inc.

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: September 3, 2019

Expires: June 30, 2026

Original Contract Amount: \$ 7,967,186.30

Previous Amendments Amount: _____

Current Amendment: \$ 261,019.28

New Contract Total: \$ 8,228,205.58

Amd% 3%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# SO474-19

Description of Services or Grant Award

Trinity Services Group, Inc. provides food services for the AIC's in the jail and the Stabilization Center. The original contract terms were effective September 3, 2019 through June 30, 2024, for a total of \$7,967,186.30.
 Amendment #1 - Adjusted the price per meal rate to \$1.845 each due to the COVID-19 emergency for FY 20-21.
 Amendment #2 - Increased COVID-19 emergency meal rates and increased the AIC meal rate for Post COVID-19 emergency for FY 21-22.
 Amendment #3 - Increased AIC meal rates for FY 22-23.
 Amendment #4 - Increased AIC meal rates for FY 23-24.
 Amendment #5 - Amending contract for time only. Contract is set to expire June 30, 2024. Amending to expire on June 30, 2025.
Amendment #6 - Amending the contract to expire on June 30, 2026, increasing the AIC meal rates for FY 25-26 under Exhibit A, Section 2.A of the contract, and adding \$261,019.28 to cover the cost of the rate increase.

Desired BOC Session Date: 5/14/2025

Contract should be in DocuSign by: 4/23/2025

Agenda Planning Date: 5/1/2025

Printed packets due in Finance: 4/29/2025

Management Update: 4/29/2025

BOC upload / Board Session email: 4/30/2025

BOC Session Presenter(s) Commander Jacob Ramsey

Code: Y

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, May 14, 2025

Department: Sheriff's Office

Title: Amendment #6 to the Contract for Services with Trinity Services Group, Inc.

Management Update/Work Session Date: Tuesday, April 30, 2025 Audio/Visual aids

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

Requested Action: Staff is seeking a request for Amendment #6 to the Contract for Services with Trinity Services Group, Inc. in the amount of \$261,019.28, for a new contract total of \$8,228,205.58, to provide food services to the Marion County Jail and the Stabilization Center through June 30, 2026.

Issue, Description & Background: Marion County Sheriff's Office (MCSO) has been contracting for food services with Trinity Services Group, Inc. since September 2019. Over the course of this contract, it has been amended five times for meal rate increases and term extensions. Amendment #6 is adding \$261,019.28 for the FY 2025-26 meal rate increases as identified in the contract in Exhibit A, Section 2.A. This contract will expire on June 30, 2026, and all extensions have been exhausted. MCSO will publish a Request for Proposals in late fall/early winter to seek food services vendors for the jail.

Financial Impacts: The amendment is for \$261,019.28, for FY 2025-26. The contract total is \$8,228,205.58.

Impacts to Department & External Agencies: Continuing food services to the AICs and staff at the Marion County Jail through June 30, 2026.

List of attachments: Original Contract, Amendments 1-6

Presenter: Commander Jacob Ramsey

Department Head Signature: Jay Bergman
A8360599C95D420...



Marion County
OREGON

**AMENDMENT #6 to SO-2969-19
the CONTRACT FOR SERVICES
between**

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 6 to the Contract for Services (as amended from time to time, the “Contract”), dated September 03, 2019, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Trinity Services Group, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

1. **TERM.** This Contract is effective on September 1, 2019, and expires on June 30, 2026 ~~June 30, 2024~~. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2026.

3. **CONSIDERATION.**
 - A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$8,228,205.58 ~~\$7,967,186.30~~. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

**EXHIBIT A
STATEMENT OF WORK**

2. **COMPENSATION.** The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$8,228,205.58 ~~\$7,967,186.30~~.

- A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted as referenced in the Cost Proposal in Exhibit C:

Price Per Meal Rate
(Effective July 1, 2025 ~~September 1, 2023~~)

Category	Provide Details	Quantity	Unit Cost	Amount
Jail <u>AIC Inmate</u> Meals		1	EA	<u>\$2.61</u> \$2.51
Jail <u>AIC Inmate</u> Sack Meals		1	EA	<u>\$2.90</u> \$2.79
<u>Stabilization</u> Transition Center AIC Inmate Meals		1	EA	<u>\$2.61</u> \$2.51
<u>Stabilization</u> Transition Center		1	EA	<u>\$2.90</u> \$2.79

AIC Inmate Sack Meals				
Work Crew Lunches		1	EA	<u>\$4.24</u> \$4.08
AIC Inmate Meal Project Cost				<u>\$9.74</u> \$9.38

Category	Provide Details	Quantity	Unit Cost	Amount
Staff Meals (4/day)		1	EA	<u>\$3.89</u> \$3.75
Staff Meal Project Cost				<u>\$3.89</u> \$3.75

-- See signatures next page --

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____



Contract Review Sheet

SO-2969-19 (5)

Contract for Services #: SO-2969-19 Amendment #: 5

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 373-4402 Date Sent: Thursday, February 29, 2024

Title: Trinity _ Marion County Jail Food Services

Contractor's Name: Trinity Services Group, Inc.

Term - Date From: September 1, 2019 Expires: June 30, 2025

Original Contract Amount: \$ 7,967,186.30 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 7,967,186.30 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

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

Description of Services or Grant Award

Trinity Services Group, Inc. provides food services for the AIC's in the jail and the transition center.
 Amendment #1 - Adjusted the price per meal rate to \$1.845 each due to the COVID-19 emergency for FY 20-21.
 Amendment #2 - Increased COVID-19 emergency meal rates and increased the AIC meal rate for Post COVID-19 emergency for FY 21-22.
 Amendment #3 - Increased AIC meal rates for FY 22-23.
 Amendment #4 - Increased AIC meal rates for FY 23-24.
Amendment #5 - Amending contract for time only. Contract is set to expire June 30, 2024. Amending to expire on June 30, 2025.

Desired BOC Session Date: _____ Files submitted in CMS for Approval: _____

Agenda Planning Date _____ Printed packets due in Finance: _____

Management Update _____ BOC upload / Board Session email: _____


BOC Session Presenter(s) _____

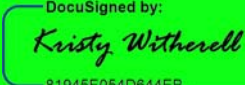
FOR FINANCE USE

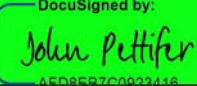
Date Finance Received: 3/11/2024 Date Legal Received: _____

Comments: G

REQUIRED APPROVALS

DocuSigned by:

 _____ 3/11/2024
E4592AF8CAA542C
 Finance - Contracts Date

DocuSigned by:

 _____ 3/26/2024
81945E054D644EB
 Contract Specialist Date

DocuSigned by:

 _____ 3/12/2024
AFD85E7C0032418
 Legal Counsel Date

DocuSigned by:

 _____ 3/15/2024
1E084034585E453
 Chief Administrative Officer Date



**AMENDMENT #5 to SO-2969-19
the CONTRACT FOR SERVICES
between**

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 5 to the Contract for Services (as amended from time to time, the "Contract"), dated September 1, 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Trinity Services Group, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~):

1. TERM. This Contract expires on June 30, 2025 ~~June 30, 2024~~.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES

Authorized Signature: DocuSigned by:
Jay Bergmann
A8360599C95D420... 3/12/2024
Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
1E984034586E453... 3/15/2024
Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by:
John Pettifer
AFD8EB7C0923416... 3/12/2024
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
[Signature]
E4592AF8CAA542C... 3/11/2024
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC. SIGNATURE

Authorized Signature: DocuSigned by:
Jim Perry
6C52DFD06DEE49A... 3/25/2024
Date

Title: Senior Vice President

Contract Review Sheet

SO-2969-19 (4)

Contract for Services #: SO-2969-19 Amendment #: 4

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 365-3179 Date Sent: Thursday, August 10, 2023

Title: Trinity_ Marion County Jail Food Services

Contractor's Name: Trinity Services Group, Inc.

Term - Date From: September 1, 2019 Expires: June 30, 2024

Original Contract Amount: \$7,967,186.30 Previous Amendments Amount: _____

Current Amendment: _____ New Contract Total: \$7,967,186.30 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# SO474-19

Description of Services or Grant Award

Trinity shall provide Food Services for the Marion County Jail. Amendment#4 to incorporate 2023-24 meal rate increase through 6/30/2024.

There is no money tied to this amendment. There is enough on the original contract to cover the rate increase for 2023-24.

Desired BOC Session Date: _____ BOC Planning Date: _____

Files submitted in CMS: 8/10/2023 Printed packet & copies due in Finance: _____

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: 8/11/2023 Date Legal Received: _____

Comments: G

REQUIRED APPROVALS

DocuSigned by: 
E4592AF8CAA542C... 8/11/2023
Finance - Contracts Date

DocuSigned by: *Kristy Witherell*
81945E054D644EB... 8/17/2023
Contract Specialist Date

DocuSigned by: *Scott Norris*
60C98A6F708240B... 8/14/2023
Legal Counsel Date

DocuSigned by: *Jan Fritz*
DC16351248DE4EC... 8/16/2023
Chief Administrative Officer Date



Marion County
OREGON

**AMENDMENT #4 to SO-2969-19
the CONTRACT FOR SERVICES
between**

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 4 to the Contract for Services (as amended from time to time, the "Contract"), dated September 01, 2019, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Trinity Services Group, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**EXHIBIT A
STATEMENT OF WORK**

II. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$7,967,186.30.

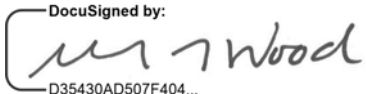
A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted as referenced in the Cost Proposal in Exhibit C:

Price Per Meal Rate
(Effective September 1, 2023)

Category	Provide Details	Quantity	Unit Cost	Amount
Jail Inmate Meals		1	EA	<u>\$2.51</u> [\$2.30]
Jail Inmate Sack Meals		1	EA	<u>\$2.79</u> [\$2.56]
Transition Center Inmate Meals		1	EA	<u>\$2.51</u> [\$2.30]
Transition Center Inmate Sack Meals		1	EA	<u>\$2.79</u> [\$2.56]
Work Crew Lunches		1	EA	<u>\$4.08</u> [\$3.74]
Inmate Meal Project Cost				<u>\$9.38</u> [\$8.60]

Category	Provide Details	Quantity	Unit Cost	Amount
Staff Meals (4/day)		1	EA	<u>\$3.75</u> [\$3.25]
Staff Meal Project Cost				<u>\$3.75</u> [\$3.25]

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Authorized Signature:  8/14/2023
Department Director or designee Date

Authorized Signature:  8/16/2023
Chief Administrative Officer Date

Reviewed by Signature:  8/14/2023
Marion County Legal Counsel Date

Reviewed by Signature:  8/11/2023
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC. SIGNATURE

Authorized Signature:  8/17/2023
Date

Title: Senior Vice President



Contract Review Sheet

SO-2969-19 (3)

Contract for Services #: SO-2969-19 Amendment #: 3

Contact: Brignon, Camille Department: Sheriff's Office

Phone #: (503) 589-3261 Date Sent: Tuesday, September 20, 2022

Title: Trinity _ Marion County Jail Food Services

Contractor's Name: Trinity Services Group, Inc.

Term - Date From: September 1, 2019 Expires: June 30, 2024

Contract Total: \$ 7,967,186.30 Amendment: \$ - New Total: \$ 7,967,186.30

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# 474

Description of Services or Grant Award

Trinity shall provide Food Services for the Marion County Jail. Amendment#3 to incorporate 2022 meal rate increase.

Desired BOC Session Date: _____ BOC Planning Date: _____

Files submitted in CMS: _____ Printed packet & copies due in Finance: _____

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: 9/20/2022 Date Legal Received: _____

Comments: G

REQUIRED APPROVALS

DocuSigned by:

E4592AE8CAA542C
9/21/2022
Date

DocuSigned by:

2456D1523CBA467
9/23/2022
Date
Contract Specialist

DocuSigned by:

D0CFC6504B9E483...
9/22/2022
Date
Legal Counsel

DocuSigned by:

DC18351048DE45C
9/22/2022
Date
Chief Administrative Officer



Marion County
OREGON

**AMENDMENT # 3 to the
CONTRACT FOR SERVICES
between**

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 3 to the Contract for Services (as amended from time to time, the "Contract"), dated September 1, 2019, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Trinity Services Group, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**EXHIBIT A
STATEMENT OF WORK**

II. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$7,967,186.30.

A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted as referenced in the Cost Proposal in Exhibit C:

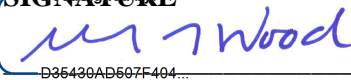
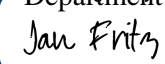
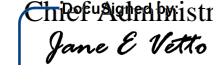
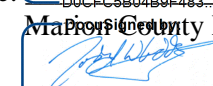
Price Per Meal Rate
(Effective September 1, 2022)

Category	Provide Details	Quantity	Unit Cost	Amount
Jail Inmate Meals		1	EA	<u>\$2.30</u> [\$1.49]
Jail Inmate Sack Meals		1	EA	<u>\$2.56</u> [\$1.66]
Transition Center Inmate Meals		1	EA	<u>\$2.30</u> [\$1.49]
Transition Center Inmate Sack Meals		1	EA	<u>\$2.56</u> [\$1.66]
Work Crew Lunches		1	EA	<u>\$3.74</u> [\$2.39]
Inmate Meal Project Cost				<u>\$8.60</u> [\$5.54]

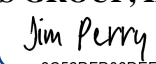
Category	Provide Details	Quantity	Unit Cost	Amount
Staff Meals (4/day)		1	EA	<u>\$3.25</u> [\$2.85]
Staff Meal Project Cost				<u>\$3.25</u> [\$2.85]

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

Authorized Signature:		9/21/2022
	<small>D36430AD607F404...</small>	_____
	Department Director or designee	Date
Authorized Signature:		9/22/2022
	<small>DC16351248DE4EC...</small>	_____
	Chief Administrative Officer	Date
Reviewed by Signature:		9/22/2022
	<small>D0CF65B04B9F483...</small>	_____
	Marion County Legal Counsel	Date
Reviewed by Signature:		9/21/2022
	<small>E4592AF8CAA642C...</small>	_____
	Marion County Contracts & Procurement	Date

TRINITY SERVICES GROUP, INC. SIGNATURE

Authorized Signature:		9/23/2022
	<small>6C52DEFD06DEE49A...</small>	_____
		Date
Title:	<u>Senior Vice President</u>	



**AMENDMENT # 2 to the
CONTRACT FOR SERVICES**

between

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated September 1, 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Trinity Services Group, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**EXHIBIT A
STATEMENT OF WORK**

II. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$7,967,186.30.

A. **METHOD OF PAYMENT FOR SERVICES.** County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted as referenced in the Cost Proposal in Exhibit C:

Post COVID-19 Emergency Price Per Meal Rate
(Effective September 1, 2021)

Category	Provide Details	Quantity	Unit Cost	Amount
Jail Inmate Meals		1	EA	<u>\$1.49</u> [\$1.44]
Jail Inmate Sack Meals		1	EA	<u>\$1.66</u> [\$1.60]
Transition Center Inmate Meals		1	EA	<u>\$1.49</u> [\$1.44]
Transition Center Inmate Sack Meals		1	EA	<u>\$1.66</u> [\$1.60]
Work Crew Lunches		1	EA	<u>\$2.39</u> [\$2.30]
Inmate Meal Project Cost				<u>\$5.54</u> [\$5.34]

Category	Provide Details	Quantity	Unit Cost	Amount
Staff Meals (4/day)		1	EA	<u>\$2.85</u> [\$2.75]
Staff Meal Project Cost				<u>\$2.85</u> [\$2.75]

COVID-19 Emergency, Temporary Price Per Meal Rate
(Effective September 1, 2021)

Category	Provide Details	Quantity	Unit Cost	Amount
Jail Inmate Meals	County declared COVID-19 emergency, temporary price per meal rate	1	EA	\$1.915 [\$1.845]
Transition Center Inmate Meals	County declared COVID-19 emergency, temporary price per meal rate	1	EA	\$1.915 [\$1.845]

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  8.2.2021
Department Director or designee Date

Authorized Signature:  9/7/2021
Chief Administrative Officer Date

Reviewed by Signature:  9/3/21
Marion County Legal Counsel Date

Reviewed by Signature:  9-3-21
Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC. SIGNATURE

Authorized Signature:  10-5-21
David M. Miller Date

Title: Chief Operating Officer



Marion County
OREGON

AMENDMENT #1 to the
CONTRACT FOR SERVICES
between

MARION COUNTY and TRINITY SERVICES GROUP, INC.

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated September 1, 2019 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Trinity Services Group, Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

EXHIBIT A
STATEMENT OF WORK

II. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$7,967,186.30.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted as referenced in the Cost Proposal in Exhibit C:

Contractor's prices per meal shall be held firm for the first twelve (12) months of the Contract. Contractor shall submit a request for a price-per-meal adjustment by January 31st prior to the first Contract anniversary date and each subsequent Contract anniversary date including renewals, as applicable. The County reserves the right to reject adjustments if in the best interest of the County. Provided, however, if the Contractor submits an adjustment request with supporting documentation and the County denies the request, Contractor may terminate the Contract by providing One Hundred Twenty (120) days prior written notice.


During the Marion County declared COVID-19 emergency the price per Jail Inmate Meal and Transition Center Inmate Meal will temporarily change to one dollar and eighty-four and one half cents (\$1.845). County at its discretion will notify Contractor by certified letter when emergency period ends and price per meal rate shall resume to the contracted rate prior to the COVID-19 emergency.

Category	Provide Details	Quantity	Unit Cost	Amount
Jail Inmate Meals	County declared COVID-19 emergency, temporary price per meal rate	1	EA	\$1.845

Transition Center Inmate Meals	County declared COVID-19 emergency, temporary price per meal rate	1	EA	\$1.845
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Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

Authorized Signature:  5.8.2020
 Department Director or designee Date

Authorized Signature:  5/19/20
 Chief Administrative Officer Date

Reviewed by Signature:  5/18/20
 Marion County Legal Counsel Date

Reviewed by Signature:  5-18-2020
 Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC.

Authorized Signature:  Date: 6-5-20

Title: COO



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OF PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Trinity Services Group, Inc 477 Commerce Boulevard Oldsmar FL 34677 USA	INSURER A: LM Insurance Corporation	33600
	INSURER B: Liberty Mutual Fire Ins Co	23035
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570079375228** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INS LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EB2651291759069 SIR applies per policy terms & conditions	12/01/2019	12/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPROP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AS2-651-291759-079	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC5651291759049	12/01/2019	12/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570079375228

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Marion County, Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER **CANCELLATION**

Marion County 555 Court Street NE Salem OR 97301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**MARION COUNTY
CONTRACT FOR SERVICES**

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

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

1. TERM. This Contract is effective on September 1, 2019 and expires on June 30, 2024. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2026.

2. AGREEMENT OF DOCUMENTS, ORDER OF PRECEDENCE. This Agreement consists of the following documents:

- This agreement without exhibits
- Exhibit A - Statement of Work
- Exhibit B - Marion County Request for Proposal C25102-SO474-19
- Exhibit C - proposal submitted by Trinity Service Group, Inc.
- Exhibit D – Prison Rape Elimination Act (PREA) Acknowledgement form
- Exhibit E – Professional Contractor Agreement.

In the event of a conflict between two or more of the documents comprising this Agreement, the documents shall be given the following precedence: This agreement without exhibits, Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

3. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$7,967,186.30. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

4. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

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

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

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

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

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

6. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

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

8. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

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

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

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

10. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

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

12. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

14. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

15. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

16. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

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

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

19. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

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

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

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

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

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

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

24. INSURANCE.

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

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

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

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

Required by County Not required by County.

- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

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

Required by County Not required by County.

Minimum Limits:

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

v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with

separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

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

Minimum Limits:

Oregon Financial Responsibility Law, ORS 806.060 (*\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury*).

\$500,000 Per occurrence limit for any single claimant; and

\$1,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

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

a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

b. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Trinity Services Group, Inc.
Attn: Jake Watson
477 Commerce Blvd.
Oldsmar, FL 34677

To County:

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309

Copy to:

Marion County Sheriff's Office
Attn: Contract Specialist
P.O. Box 14500
Salem, Oregon 97309
(503) 589-3261

cpeterson@co.marion.or.us

26. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

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

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any property, including but not limited to real property, personal property, and intellectual property granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

Signature Page Follows

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Ki Eason 8-14-19
Chair Date

David A. Bost 8-14-19
Commissioner Date

Copula Hillis 8-14-19
Commissioner Date

John P. 08-02-2019
Authorized Signature: Sheriff or Undersheriff Date

Janie King 8/13/19
Authorized Signature: Chief Administrative Officer Date

Jane S. Vetter 8/7/19
Reviewed by Signature: Marion County Legal Counsel Date

Cambridge 8/7/19
Reviewed by Signature: Marion County Contracts & Procurement Date

TRINITY SERVICES GROUP, INC. SIGNATURE

Dan M. Miller 9.3.2019
Authorized Signature: Date

Title: COO

**EXHIBIT A
STATEMENT OF WORK**

I. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. **GENERAL INFORMATION.** Pursuant to Marion County Request for Proposal C25102-SO474-19 (incorporated herein by reference and attached as Exhibit B to this Agreement) and to the proposal submitted Trinity Services Group, Inc. (incorporated herein by reference and attached as Exhibit C to this Agreement), Contractor shall provide the following services to County.

B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

1. **FOOD SERVICE**

a. Inmate Food Service

The Marion County Jail (Jail) operates 365 days per year and provides approximately 612,105 meals annually to inmates. The current food service program provides three (3) hot meals per day to inmates. Inmates participating in work crews require a hot breakfast, hot dinner, and sack lunch. Inmate meal times are subject to change and will be assigned by the County.

Contractor shall be responsible for the conduct and administration of the inmate food service program and shall supervise the food service operations in such manner that will ensure compliance with the rules and regulations of County, the Oregon Jail Standards (OJS), as well as American Correctional Association (ACA), and state and federal correctional food service standards.

Contractor shall adhere to all food service requirements outlined in Exhibit B to include:

- Quality and Healthy Meals
- Meal Prep
- Visitors
- Emergencies
- Reporting Requirements

b. Staff Food Service

The Jail has a staff dining room that is separate from the inmate food service program that offers a variety of break room amenities. The staff dining room is required to have a variety of meal options due to the 24/7 work shift at the Jail. Four (4) meals are served in a 24 hour period. Staff meal times are subject to change and will be assigned by the County.

Contractor shall adhere to all staff food service requirements outlined in Exhibit B to include:

- Quality and Healthy Meals
- Meal Prep
- Visitors
- Emergencies
- Reporting Requirements

Contractor shall prepare staff meals in the staff dining room. Contractor shall provide staff meals delivered to the Transition Center, comparable to what is served in the staff dining room.

Contractor shall ensure that no inmate labor is used for the preparation of staff dining food.

c. Work Plan and Schedule

Contractor shall adhere to at least the following minimum specifications as written in the Work Plan and

Schedule in Section (e) of Exhibit C to include:

- Local, State and Federal Standards
- Menu Development
- Staffing
- Food Quality

d. Vehicles

Vehicles required by the awarded Contractor, shall be purchased, used and maintained at its own expense. All vehicles used for food transport are to be maintained in a clean, sanitary condition at all times. Where applicable, reserved parking for Contractor will be offered but cannot be guaranteed throughout the life of the contract(s).

e. General Janitorial and Sanitation

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

Contractor shall adhere to at least the following minimum specifications as outlined in Exhibit B and to include the following:

Garbage- Contractor shall properly process and breakdown all recyclable materials and remove them to the designated bins. Where a complimentary pick-up service and appropriate containers are available, the Contractor is to make a due diligent effort to separate food garbage for the purpose of being used for compost. The Contractor shall remove all other trash to the assigned compactors and dumpster locations a minimum of twice a day. The Contractor will ensure that recyclables and garbage are removed whenever any trash containers are full, at the end of a meal period or at the end of the workday.

Cleaning- Contractor shall be responsible for all day-to-day as well as periodic major cleaning of the kitchen, including walk-in refrigerators/freezers, storerooms, grease traps, dish wash areas, cart depot/dispatch areas, inmate rest and equipment rooms, offices and receiving areas. County janitorial personnel will not be assigned any work in kitchens/food service areas assigned to the Contractor. The Contractor must immediately clean up any spills that occur in the halls or elevators during the transport of food and supplies.

Supplies- Contractor is to supply all cleaning equipment and approved chemicals as well as hand soap, paper towels and toilet tissue for all staff and inmate restrooms and hand washing sinks in the kitchens.

Sanitation- Contractor will be required to maintain a high level of sanitation within the food preparation, service, receiving and storage areas. Contractor shall adhere to Quality Assurance standards outline on page 8 through 12 of Exhibit B. Contractor shall obey all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. Contractor shall abide by, all food service industry best practices.

"Green" plan- Contractor shall adhere to Green plan outlined in Exhibit C.

Extermination- County Facilities Management shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in the kitchens only. Contractor will notify the Jail Contract Administrator when issues occur outside the scheduled service.

2. KITCHEN EQUIPMENT

The Jail facility is equipped with a full commercial grade kitchen for the preparation of meals and is located in a secure area of the Jail. The Jail kitchen consists of many industrial appliances that bear the daily strain of three (3) meals a day per inmate and four (4) meals in a 24 hour work period for Jail and Transition Center Staff. There is both cold and dry food storage at the jail that can be accessed from the

kitchen. Contractor shall maintain all kitchen areas and working environments in a safe and sanitary condition and assure the County that its equipment is being properly used and maintained.

Contractor shall adhere to Kitchen Equipment section outlined in Exhibit B.

3. FOOD SERVICE ADMINISTRATION

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

a. Food Service Transition

As part of planning, Contractor shall provide an implementation and system cutover plan, upon the effective date of this agreement, that includes the implementation strategy, timeline, roles and responsibilities, staffing, change management, communication, risk management, and the strategy for transitioning from existing food service provider to the new inmate food service program. Contractor will closely consult with the Jail for all aspects of implementation.

A system cutover plan shall provide for continuous operation of current inmate food services program until transition has occurred between food service providers and Contractor's food services program has been accepted by the County. The implementation and system cutover plans shall be provided in common negotiated format (like a specific version of Microsoft Project) for work plan baseline, charting, depicting the start and stop dates for all tasks, with major project events and milestones from contract execution to final program acceptance. Each schedule shall include tasks, constraints (predecessors/successors), assigned resources, task duration, task responsibilities, and milestones. The schedule shall identify the critical path and estimate of the project completion date, based upon the tentative project commencement date.

Transition to New Provider. Upon termination of this agreement, Contractor will work cooperatively with County and County's subsequent provider of food services to ensure a smooth transition.

b. Penalties for Non and Partial Performance

If after two or more written documentations of Contractor failing to meet requirements identified herein have been submitted to the Contractor by the County as specified herein, the County determines that violations continue to occur. The County shall have the right to require the Contractor to issue monthly billing credits commensurate with the value lost plus fifty (50) percent or \$2,500 whichever is greater. If violations are not corrected after two (2) months of initial credits, the County shall have the right to increase penalty credits up to \$5,000 per violation. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to the County's satisfaction. Those violations considered substantial to the County are presented as follows:

- i. Contractor has failed to provide services as proposed and stated in the contract resulting from the award of this Contract.
- ii. Contractor willfully conceals knowledge of an employee's arrest or criminal investigation.

c. Special Requirements

Standards for Performing Work within Secured Perimeter

- i. All staff must pass Criminal Justice Information Systems (CJIS) clearance, background check, orientation, obtain Marion County Sheriff's Office (MCSO) issued photo ID and receive security training prior to performing work in the jail and transition center.

- ii. Contractor and employees shall view the Prison Rape Elimination Act (PREA) Contractor Training Presentation at the following URL: http://prezi.com/m5ngpfihly8b/?utm_campaign and acknowledge the review and receipt of PREA training by signing the PREA Acknowledgement form, as referenced in Exhibit E, before performing any work under this Contract.

d. Personnel/Security/County Policy Compliance

- i. Contractor shall make recommendations to County on operating policies for food service conducted by Contractor. Adoption of policies is at the discretion of County.
- ii. Employees of Contractor will comply with all County rules of conduct, as referenced in Exhibit E, the Professional Contractor Agreement, to include those relating to security and sanitation. County may require Contractor to immediately remove any of Contractor's employees from County's premises for any reason deemed necessary by County.
- iii. Contractor will neither permit smoking within the County's facility, except those areas that are designated for this purpose, nor permit any unlawful practices of any kind on County premises by Contractor's employees. Any and all rules applicable to County employees shall apply equally to Contractor's employees.
- iv. Contractor shall enforce strict discipline and good order among Contractor's employees, assigned inmates and other persons carrying out the Work. This included observance of the rules and regulations established by County as reasonable and necessary for its operations, including drug testing and smoking, tobacco, alcohol, parking, safety, weapons, and other rules governing the conduct of personnel on the premises. Contractor shall remove from the Work and work site any employee or other person who has engaged in actions prohibited by County. Any obligation raised by County shall be made in writing. County reserves the right to revoke the security clearance of any employee of Contractor at any time.
- v. Contractor shall ensure that all persons performing the Work receive training and clear instruction not to engage in inappropriate conduct or inappropriate contact with inmates or staff. Training shall also include requirements for reporting any such inappropriate conduct or contact. Contractor shall promptly respond and participate in resolving all inmate complaints and grievances involving their service and product. Grievance responses and actions taken will be reported to County food services Contract Administrator.

II. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$7,967,186.30.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted as referenced in the Cost Proposal in Exhibit C:

Category	Provide Details	Quantity	Unit Cost	Amount
Jail Inmate Meals		1	EA	\$1.44
Jail Inmate Sack Meals		1	EA	\$1.60
Transition Center Inmate Meals		1	EA	\$1.44
Transition Center Inmate Sack Meals		1	EA	\$1.60
Work Crew Lunches		1	EA	\$2.30
Inmate Meal Project Cost				\$5.34

Category	Provide Details	Quantity	Unit Cost	Amount
Staff Meals (4/day)		1	EA	\$2.75
Staff Meal Project Cost				\$2.75

Category	Provide Details	Quantity	Unit Cost	Amount
Kitchen Equipment	Annual minor maintenance and smallware replacement	1	\$11,800.00	Included
Administration	Included at no charge	1	\$0.00	Included
Kitchen Equipment and Administration Project Cost			\$11,800.00	Included

Contractor's prices per meal shall be held firm for the first twelve (12) months of the Contract. Contractor shall submit a request for a price-per-meal adjustment by January 31st prior to the first Contract anniversary date and each subsequent Contract anniversary date including renewals, as applicable. The County reserves the right to reject adjustments if in the best interest of the County. Provided, however, if the Contractor submits an adjustment request with supporting documentation and the County denies the request, Contractor may terminate the Contract by providing One Hundred Twenty (120) days prior written notice.

B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Sheriff's Office, Camille Peterson
P.O. Box 14500
Salem, OR 97309