

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Probation Department J.P.

BOARD AGENDA # \*B-8

Urgent  Routine

AGENDA DATE February 12, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award a Contract to Arc Catering and Specialties for Food Services at the Juvenile Hall

STAFF RECOMMENDATIONS:

1. Award a contract to Arc Catering and Specialties in the amount of \$10.11 per day for three meals plus one snack, 365 days per year, for approximately 110-160 juveniles and staff.
2. Authorize the Chief Probation Officer to enter into a contract with Arc Catering and Specialties for food service at the Juvenile Hall.

FISCAL IMPACT:

The proposed contract amount of \$10.11 per day includes three meals and a snack and is a reduction from the current amount of \$10.19 per day. The cost of food services has been included in the annual budget for the Probation Department at \$633,386, based on an average of meals for approximately 170 minors and staff per day. Because of increased population during some periods over the past year, this budget may need to be adjusted at mid-year or third quarter.

BOARD ACTION AS FOLLOWS:

No. 2008-105

On motion of Supervisor Grover, Seconded by Supervisor DeMartini  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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**DISCUSSION:**

In December 2003, the Probation Department entered into an agreement with Arc Catering and Specialties for meals at the Juvenile Hall.

In order to assure the efficiency of service provided, the Probation Department and County General Services Agency staff created a scope of work and used the Request for Proposal process to solicit interested parties to provide food services in the Juvenile Hall. A Request for Proposals (RFP) was advertised and a mandatory pre-proposal conference was conducted on September 27, 2007, at the Probation Department. The deadline for submission of proposals was October 18, 2007.

Bidders were asked to submit a proposal for three meals and one snack per day, 365 days per year, for approximately 110-160 juveniles and staff. The RFP stated that meal preparation should occur on-site at the Juvenile Hall kitchen. The scope of work included meal planning, food procurement and delivery, food preparation, meal service that includes eating utensils and condiments, and facility clean-up. There was also a requirement to submit a contingency plan that would be implemented in the event of a disaster that would render the Juvenile Hall kitchen inoperable. Additionally, all menus and meals for the minors must comply with Title 15 of the California Code of Regulations, the National School Lunch Program, and the National School Breakfast Program.

An evaluation team consisting of staff from the Probation Department reviewed the proposals using a scoring model that evaluated experience, personnel, staffing, quality of service, and quality of food.

There were two proposals received, however, only one was responsive to meal preparation on site at the Juvenile Hall. It is recommended that Arc Catering and Specialties be awarded the contract for food services at the Juvenile Hall. Their ability to prepare food on-site at the Juvenile Hall, coupled with experience meeting nutritional requirements for minors, makes them the most appropriate choice for this contract award.

The proposed cost for this contract is \$10.11 per day for three meals plus one snack, which is a slight reduction from the \$10.19 per day currently paid by the Probation Department. This reduction is a result of workers compensation rate decreases for the contractor, as well as slight decreases in food costs related to bulk buying.

**POLICY ISSUE:**

The proposed contract with Arc Catering and Specialties for food service at the Juvenile Hall will meet the Board's priorities for a Safe Community and a Healthy Community, as well as promote Efficient Delivery of Public Services by providing nutritious, high quality, cost effective food service delivery to juveniles housed at the Juvenile Hall.

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**STAFFING IMPACT:**

There are no staffing impacts associated with this recommendation. All staff for food service is provided through the contractor.

## **AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS (hereinafter referred to as "County") and the Arc Catering & Specialties, Howard Training Center, (hereinafter referred to as "Contractor").

### **INTRODUCTION**

Whereas, the County has the need for services for various food services; and

Whereas, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

### **TERMS AND CONDITIONS**

#### **1. SCOPE OF WORK**

1.1 The contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in the Exhibits, attached hereto and, by this reference, made a part hereof.

1.2 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely- manner consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions.

#### **2. CONSIDERATION**

2.1 County shall pay Contractor as set forth in the Exhibits.

2.2 Except as expressly provided in the Exhibits of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

- 2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors and suppliers shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

### 3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in the Exhibits.
- 3.2 If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party written notice of such Cause. If the Cause is remedied within thirty (30) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 Either party may terminate this agreement upon 30 days prior written notice to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs

necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. WORK SCHEDULE

4.1 Contractor is obligated to perform in a timely manner those services and work identified in the Exhibit. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in the Exhibit, and work are to be set by the Contractor, provided, however, that such schedule is subject to review by and concurrence of the County.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in the Exhibits must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE. SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in the Exhibits, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibits to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or obtaining such items. Responsibility or the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate

limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

- 7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 7.1.3 Worker's Compensation Insurance. Worker's Compensation Insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles or self-insured retentions must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. County, in its sole discretion, may waive the requirements to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in the Agreement.
- 7.3 Contractor shall provide a specific endorsement to all required insurance policies, except Worker's Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured general supervision of the Contractor; (b) services, products

and completed operations of the Contractor; ( c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Worker's Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

- 7.4 The Contractor's insurance coverage shall be primary insurance regarding, the County and County's officers, officials and employees. Any insurance or self-insurance, maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been give to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide reasonably acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County.
- 7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insured under its insurance policies..
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County



with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to review copies of all required insurance policies and endorsements, at a local office of Contractor within the County.

- 7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

## 8. DEFENSE AND INDEMNIFICATION

- 8.1 Each party shall indemnify, hold harmless and defend the other party and its agents, officers, employees and subcontractors from and against all claims and damages, including litigation costs and attorneys fees, arising out of or resulting from the performance of this Agreement by the indemnifying parties or its officers, employees, agents, representatives or subcontractors.
- 8.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

## 9. STATUS OF CONTRACTOR

- 9.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur and obligation on behalf of County. Except as expressly provided in Exhibits, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.
- 9.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and

shall represent and conduct themselves as, independent contractors and not employees of County.

- 9.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.
  - 9.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.
  - 9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
  - 9.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
  - 9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
10. RECORDS AND AUDIT
- 10.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting,

printing, photo static, photographing e-mail and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

#### 11. NONDISCRIMINATION

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable federal, state and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections **1101**, **1102**, and **1102.1**; the Federal Civil Rights Act of 1964 (p.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

#### 12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

#### 13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County Probation Department  
Institutions Division  
2215 Blue Gum Avenue  
Modesto, CA 95358

To Contractor: Arc Catering & Specialties  
Howard Training Center  
1424 Stonum Road Modesto, CA 95351

15. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continually.

18. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein, including the Agreement between the County of Stanislaus and Arc Catering & Specialties, on or about December 1, 2003 and as amended, with respect to the subject matter hereof and contains all the

agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

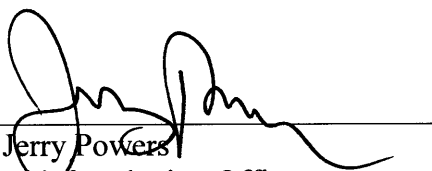
21. GOVERNING LAW AND VENUE

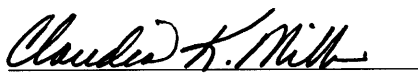
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

In witness whereof, the parties have executed this Agreement on the date and year written above.

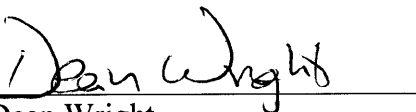
**Stanislaus County Probation Department**

**ARC Catering & Specialties  
Howard Training Center**

By:   
Jerry Powers  
Chief Probation Officer

By:   
Claudia K. Miller  
Executive Director

APPROVED AS TO FORM:

By:   
Dean Wright  
Deputy County Counsel

**EXHIBIT A**  
**STANISLAUS COUNTY PROBATION INSTITUTIONS DIVISION**  
**FOOD AND NUTRITION SERVICES**

1. Scope of work
  - 1.1 Contractor shall prepare meals on-site at the Stanislaus County Juvenile Hall located at 2215 Blue Gum Avenue, Modesto. Said meals shall supply the daily nutritional needs of a population ranging from approximately 110 to 160 detainees and staff daily.
  - 1.2 Contractor shall prepare and serve 3 fully cooked meals per day (breakfast, lunch and dinner) seven days a week, 365 days per year including holidays, that supply the daily minimum requirements for caloric and nutritional value as listed in Title 15 of the California Code of Regulations, the National School Lunch Program (NSLP) and the National School Breakfast Program (NSBP) for each minor detained in Stanislaus County Juvenile Hall.
  - 1.3 Contractor shall keep food in stock that is readily available for nightshift staff to prepare a nutritional meal for minors booked into the facility during the evening hours.
  - 1.4 Contractor shall provide counseling and instruction for all detainees determined by medical staff at Juvenile Hall to require special diets. Contractor shall prepare and serve said special diet meals to supply the minimum requirements for caloric and nutritional values as listed in Title 15, NSLP and NSBP.
  - 1.5 Contractor shall prepare and serve special meals for detainees whose religious beliefs include/exclude specific food groups as determined by the Juvenile Hall Superintendent. Said meals are to supply the minimum requirements for caloric and nutritional values as listed in Title 15, NSLP and NSBP.
  - 1.6 Contractor shall prepare and serve one fully cooked meal for each Group Supervisor assigned to an eight-hour shift. Staff meals may be substituted with a fully stocked, nutritionally sound salad bar.
  - 1.7 Contractor shall prepare a minimum of one evening snack food per minor, seven (7) days per week. The snack shall be in accordance with the NSLP five (5) out of seven (7) days per week. Snacks are not to be computed as part of the minimum daily nutritional and caloric requirements established by Title 15. All snacks shall be packaged for individual serving and served by Institution staff.

- 1.8 Contractor shall supply utensils and napkins for serving and eating in the Dining Hall or designated area. Utensils to be used in the Juvenile Hall must be approved by Juvenile Hall Administration.
- 1.9 Contractor shall be responsible for the condition of said meals including maintaining proper temperature until they are consumed.
- 1.10 The quality of meals provided shall be not only nutritionally and calorically sound, but must also be tasteful and pleasing in appearance to cafeteria standards.
- 1.11 Contractor shall comply with the Stanislaus County Probation Department Wellness Policy.
- 1.12 Contractor shall participate in annual training on administrative procedures in compliance with the NSLP and NSBP.

## 2. Work Program Meals

In the event that a Juvenile Work Program is in operation, prepare one bag lunch that meets the NSLP requirements for each minor assigned to the work program on Saturday, Sunday and school holidays during the school year and Monday through Friday during school vacation and holiday periods. The lunch will be appropriate for transportation in a disposable paper bag to the work site, shall meet the NSLP requirements and be delivered at proper temperature.

## 3. Menus

- 3.1 Contractor shall develop menus that meet all nutritional requirements established by federal regulations, CFR 210, 220, Title 15 of the California Code of Regulations, the NSLP and the NSBP.
- 3.2 Contractor shall present proposed menus to the county Nutritionist and the Probation Department for approval prior to implementation of the menu. Menus must be submitted for approval a minimum of 30 days prior to implementation of the menu.
- 3.3 Post copies of weekly menus in an area visible to juvenile hall staff and detainees.

## 4. Food Ordering/Storage

- 4.1 May use USDA food commodities in compliance with the regulations of the US Food Distribution Program.
- 4.2 Order and store all food inventories. Inventories may be stored within the

Institution's kitchen, freezer and refrigerator as space allows.

- 4.3 Monitor food storage areas to ensure food is stored at temperatures that are consistent with California CAL-CODE regulations.

5. Kitchen Maintenance

- 5.1 Maintain sanitary conditions within the kitchen area in compliance with all public health regulations and requirements associated with food establishment.
- 5.2 Promptly address spills in the kitchen or dining area to avoid unnecessary injuries.
- 5.3 Clean the kitchen, dining area and food service areas daily and between meal services.
- 5.4 Bear all costs for laundry, linen, cleaning and office supplies associated with the kitchen.
- 5.5 Maintain all existing kitchen equipment in good working order through proper maintenance cleaning. Contractor will also supply chemicals necessary for cleaning said kitchen equipment including dishwasher usage.
- 5.6 Premises and Equipment: County shall furnish, at its expense, premises and equipment including but not limited to, office space, kitchen facilities, fire extinguishing equipment, kitchen equipment. County shall provide all garbage and trash removal and pest and rodent control. Contractor shall not modify any equipment in the juvenile hall kitchen without approval of Probation.
- 5.7 Notify Probation when any kitchen equipment requires repair.
- 5.8 Bear the cost of replacement or repair of any equipment that is damaged due to neglect of Contractor's employees.

6. Contract Employees

- 6.1 Contractor shall provide sufficient and qualified managers to work in Nutrition Services. Contractor shall hire, supervise and manage staff assigned to the juvenile hall in accordance with Stanislaus County personnel policies, practices and procedures. Contractor shall be responsible for recruitment, salaries, benefits, training, scheduling, evaluation and management of all food services staff assigned to



Stanislaus County Juvenile Hall.

- 6.2 All contract staff assigned to Stanislaus County Juvenile Hall must submit to and pass a County background investigation prior to assignment.
- 6.3 All contract staff assigned to Stanislaus County Juvenile Hall must adhere to applicable juvenile hall policies and procedures relating to the safety and security of the facility.

7. Documentation

- 7.1 Contractor will be responsible for providing all necessary documentation as required by Juvenile Hall, including monthly billing, meal census reports and other management tools that may be required by the California State Department of Education Breakfast/Lunch Program, the USDA Food Distribution Program or any other funding source. All books and records shall be available to the Probation Department, the California Department of Education Breakfast/Lunch Program and the USDA Food Distribution Program for a period of three years from the close of the fiscal year to which they pertain.
- 7.2 Contractor will submit itemized invoices to Probation by the 15th of each month. The invoice shall specify the number of full meals, bag lunches, and snacks delivered to Juvenile Hall during the previous month, the unit price and total monthly charge for which compensation is requested.

8. Compensation

Meal Rate Calculations: Commencing on January 1, 2008, the following financial arrangements shall be in effect: Breakfast, Lunch & Dinner shall be at a rate of \$3.19 per meal and each snack shall be at a rate of .53 cents per snack. Sixty (60) days prior to the renewal/termination of this agreement, all parties will review possible changes including raw food or labor costs. If costs of either raw food or labor have increased and such increase is substantiated through the Consumer Price Index (CPI) for Stanislaus County, the per meal cost will be negotiated and agreed upon between the County and the Contractor.

9. Term

There term of this agreement shall be for twelve (12) months beginning January 1, 2008, and renewable on an annual basis for a period up to an additional four years. The contract will renew annually on the first day of January unless on or before September 30, a party to the contract notifies the other party of its intention to allow the agreement to terminate.