

EXHIBIT A

STATEMENT OF WORK

I. Objectives

- A) To deliver high quality food service that can be audited against established nutritional and health standards.
- B) To operate the food service program in a cost-effective manner with full reporting to Santa Barbara County.
- C) To implement a written foodservice plan with clear objectives, policies, procedures and annual evaluation of compliance.
- D) To maintain an open collaborative relationship with the administration and staff of Santa Barbara County and other County offices.
- E) To maintain the existing food service quality and standards established by Santa Barbara County, as well as those established by State Correctional Food Service standards.
- F) To offer a comprehensive program for continuing training for food service staff.
- G) To offer comprehensive inmate training to include the ServSafe certificate program.
- H) To implement creative solutions that allow for continuous improvement of the operation.

II. Operational Standards –

Contractor must provide the County with written procedures to address all of the following;

- A) Procedures for meal delivery to the inmates and staff.
- B) Quality and inventory control methods and standards.
- C) Specific procedures for providing safe, sanitary, and secure food service management, including supervision and control of inmate labor and internal security of products and equipment available to inmates.
- D) Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.
- E) Procedures for weekly billing and weekly inventory of food and supplies.
- F) Operational procedures for handling uninterrupted food service should on-site kitchen facilities be rendered unusable through fire, etc.
- G) Operational procedures for handling uninterrupted food service should the inmate work crew numbers become limited, or temporarily unavailable.
 - 1) Policies and Procedures - The Contractor shall indicate the method that will be followed in establishing and revising food service policies and procedures.
 - 2) Accreditation - Contractor shall work with the County to secure and/or maintain any food service accreditation for delivery of food service to Santa Barbara County.
 - 3) Personnel - The Contractor shall provide and maintain a list of benefits provided to all on-site Contractor employees, including insurance coverage, vacation plan and other related benefits.

EXHIBIT A

STATEMENT OF WORK

III. Contractor Staff

Contractor shall provide a minimum of one full time on-site employee to oversee the food services operation. Additional support staff may be necessary during the implementation and construction phases as agreed upon by the Contractor and County.

All Contractor employees shall obtain, at the Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities. All Contractor employees will comply with the Sheriff's Office policy and procedures.

Entry to the Facilities is subject to the approval of the Sheriff's Office onsite Facility Administrator.

Contractor shall conduct Periodic background security reviews for all Contractor employees assigned to the Sheriff's Office.

IV. Food Service Requirements

1) Main Jail Inmate Food Service:

a) Provision of food services to include inmate feeding seven (7) days per week and program support services. Each inmate shall be provided with three Title 15 compliant meals each day.

b) The Inmate meal schedule is as follows:

Breakfast	3:00 a.m.
Lunch	9:00 a.m.
Dinner	3:00 p.m.

d) The Main Jail kitchen facility provides approximately 10 hot meals to Juvenile Hall about three (3) days per week. These meals are packaged hot, and are picked up by Probation for delivery at the Santa Barbara Juvenile Hall Facility.

2) Santa Maria Inmate Food Service: (expected full operation in 2012)

a) Food service at the Santa Maria facility includes inmate feeding seven (7) days per week. Each inmate is to be provided with three Title 15 compliant meals each day.

b) Per inmate meal cost for Santa Maria will be the same as the cost per meal for the Main Jail plus a negotiated delivery fee based on delivery point of origin. (To be determined at the time of Santa Maria Jail reopening)

c) Santa Maria staff meals will be addressed by either of the following;

- 1) The existing staff food process will be followed using existing purchasing and preparation methodologies without contractor involvement, or
- 2) Inmate meals shall be provided for staff use at the agreed upon price per meal and the agreed upon delivery cost.

EXHIBIT A

STATEMENT OF WORK

3) **Staff Food Service:**

Contractor shall provide food services for Sheriff's Office employees for two (2) hot meals per day

1) The current staff meal service schedule is as follows:

Breakfast	12:30 a.m. to 2:30 a.m.
Lunch	11:00 a.m. to 1:30 p.m.

2) A fee is currently charged by the County for employees assigned outside of the jail, and is not charged for those assigned to work in the jail. The County will reimburse Contractor for all staff meals.

3) On duty staff shall submit a Duty Meal Ticket to kitchen staff for each meal.

a) Value added upgrade options will be available as agreed by both parties at an additional cost payable by the employee.

1) Both parties shall develop a payment process and methodology that is mutually agreeable to both parties.

4) **Food Storage:**

a) Food is received, stored, prepared, and served at the main facility at 4436 Calle Real, Santa Barbara, CA 93110.

5) **Inmate Work Crews:**

a) Food preparation is currently accomplished with an inmate labor force consisting of 20 inmates per shift. These inmate crews perform all the hands on cooking, food preparation and packaging of food items throughout each shift for all meals. There are also special crews that do more detailed work such as baking, storage rotation, truck unloading, and staff cooking. Other assignments include utensil and kitchen clean-up.

b) The Contractor agrees oversee the training and supervision of inmate personnel, with respect to the food service operation, subject to the overall control of the County.

1) Contractor shall provide basic food safety/ health training as required by health and safety standards for food handling.

a) Post construction, the Contractor shall provide an inmate vocational training program that includes a ServSafe® certificate type program.

2) Contractor must present procedures for handling uninterrupted food service should the inmate work crew numbers become limited, or temporarily unavailable.

EXHIBIT A

STATEMENT OF WORK

- a) The Contractor may request a modified price per meal or a menu modification should inmate work crews become unavailable for a prolonged period due to inmate disturbance, or long term classification restrictions.

6) **Menu Specifications**

- a) Menu(s) must be comparable to the benefits in the Sample menus provided in the RFP and as required by Title 15.
 - 1) Item-by-item nutritional analysis must be maintained for all menus.
 - 2) Registered dietitian certification of both the menu and nutritional analysis must be maintained for all menus used within the facility.
 - 3) Contractor agrees to provide a minimum of two (2) inmate spirit lifter meals that shall be provided annually, including Thanksgiving, and Christmas. These meals shall be provided for both the staff and inmate holiday menu offerings.
 - 4) Contractor must provide staff with meals exceeding the inmate meal service. Exceeding meal service is defined as offering of a soup, salad and sandwich bar with daily options, an upgraded entrée with complimenting side dish and appropriate condiments. Contractor recognizes that the staff morale is an integral part of the Sheriff's Department's mission, and the meal service is an integral part of the staff morale.
 - 5) Staff beverage service, including coffee, soda and juice will remain with the local county provider under the current county contract for same. Due to the nature of the 24/7 availability of the beverage service, said service will continue to be paid through the Sheriff's Department funds and is not included in the staff meal pricing.

7) **Inmate Cycle Menu**

- a) Contractor shall maintain a minimum of a 2 week cycle menu.
- b) Each week will include 21 meals and comply with Title 15 standards.
- c) Contractor must adhere to menus for which the cost of service is calculated together with the "as served" portion sizes of each menu item.

8) **Medical Diets & Special Meal**

- a) Jail Medical shall be responsible for providing Contractor with the approved medical diet list.
- b) The Jail Outreach Coordinator shall provide Contractor with the approved Kosher & religious diet list.

V. Contractor Service Requirements

- a) Contractor is expected to provide the following services as part of the food service program:

1) **Food & Supplies**

EXHIBIT A

STATEMENT OF WORK

- a) In an effort to promote local economic vitality, the County of Santa Barbara Board of Supervisors has adopted an affirmative position in support of our Local Vendors. To maintain the legitimacy of this process, the Contractor is required to conduct a purchase price comparison of those consumable supplies and food products that are available through the local vendor and shall apply the Board of Supervisors adopted 6% Local Vendor Preference to the overall pricing when evaluating such comparison.
 - 1) The County shall provide a list of “Local Vendors” to the Contractor annually.
 - 2) Contractor shall conduct its price comparison in accordance with Attachments 1, 2, and 3 to this Exhibit A.
 - 3) A vendor is considered “Local” if they meet the following basic criteria:
 - a) They occupy an actual business facility whose address is within the County.
 - b) They hold a valid business license as issued within the County and the address matches that of their facility above.
 - c) They hold a valid resale license (where sales tax will be applied to the purchase) as issued from the State Franchise Tax Board and the address matches that of their facility above.
 - d) That the business facility as mentioned above is staffed continuously by your employees during normal business hours, has standard business utility services and is fully operational.
- b) Contractor shall purchase and safely manage all consumable supplies and food products that are required for the food service operation. These supplies and food products shall remain the property of the Contractor.
 - 1) In cooperation with the County, Contractor must complete a full inventory of all existing consumable supplies and food products in possession of the County on the agreed upon changeover date.
 - a) Contractor shall reimburse County an amount equivalent to the Contractors cost for comparable consumable supplies and food products, and the agreed upon inventory of existing consumable supplies and food products shall become the property of the Contractor.
 - c) Contractor shall be responsible to oversee and ensure completion of routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations.
 - 1) The County will be responsible for removal of trash and garbage.
 - d) Contractor is responsible to ensure that inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.
 - 1) Facility inspections will be made by Sheriff’s Office staff when deemed necessary, with or without advance notice to the vendor.

EXHIBIT A

STATEMENT OF WORK

VI. Licenses, Fees

- a) Contractor is responsible to secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services.

VII. Return facility in good working order

- a) The Vendor shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the vendor.

VIII. Special Events & Additional Services

- a) The vendor agrees to provide any additional food services for special events or unanticipated law enforcement field operations as mutually agreed upon at a price as mutually agreed to by both the Contractor and Sheriff's Office whenever the need is identified.
 - 1) Examples of events may include:
 - a) Halloween
 - b) Fiesta
 - c) Sheriff hosted events

IX. County Retains Existing Staff

- a) The Sheriff's Office requires that our existing County food service staff (individually "County Employee"; collectively "County Employees") shall remain fully employed by the County.
- b) The County will recruit and hire SEIU-represented employees as vacancies occur. The County Employees will serve as cooks for the food service operation managed by the Contractor.
- c) The County will be responsible for setting and payment of all salaries, payroll and other taxes, benefits, fees and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, workers' compensation premiums and all similar taxes and payments), attributable to each County Employee.
- d) Contractor will be responsible for working with the County assigned lead cook on day-to-day supervision of the County Employees, which will include, among other things, assigning work responsibilities, shifts and locations, worker safety, monitoring and documenting performance, and addressing complaints, disputes, and performance issues.

EXHIBIT A

STATEMENT OF WORK

- 1) The County assigned lead cook is responsible for approval of County Employee time cards, vacation & leave approval and for assignment of coverage for County Employee related vacancies due to authorized leave and sick time use.
- 2) The County is responsible for all employee costs associated with maintaining minimum staffing requirements related to County Employees.
- e) Contractor will promptly furnish the County with full and accurate information about any County Employee's injuries, reports, complaints, or claims, including but not limited to those concerning harassment and discrimination, and County will take appropriate action in response thereto as required by Contractor and County policies, and/or state or federal laws. The County will complete all necessary paperwork, processes and reporting requirements as required under County policy, Civil Service Rules and SEIU agreements related to the County employees as required specific to the incident reported by the Contractor.
- f) The County retains all supervisory responsibility concerning the County Employees and while Contractor is expected to provide the County with input concerning the performance of such Employees, Contractor will take no formal/written disciplinary actions against County Employees. Contractor is not, and will not be deemed to be, a party to any collective bargaining agreements to which the County was, is, or may become a party, or an employer or a joint employer of the County Employees. The County will indemnify and hold Contractor, its directors, officers and employees, harmless from and against all claims, liabilities, and losses (including court costs and reasonable attorneys' fees and consultants' fees, damages, interest and/or penalties) relating to or arising out of any claim or allegation that Contractor is, or is deemed to be, an employer or a joint employer of the County Employees, including but not limited to any claims relating to matters for which the County has responsibility as described in this paragraph.
- g) The Sheriff's Office retains the ability throughout the contract term to explore and negotiate alternative staffing options with the Contractor as the Sheriff's Office may deem it necessary due to budgetary limitations. Any contract amendments resulting from any such negotiations will be addressed in an addendum to the contract and may require Board of Supervisor approval and discussion with SEIU Local 620.

X. Participation in County required security training

- a) Contractor and Contractor staff shall complete four (4) hours of Santa Barbara County orientation training as scheduled in agreement with the County.
- b) All contractor staff shall complete any annual training as required by Santa Barbara County.
- c) Contractor is responsible for Contractor staff salary and wages for all required training

XI. Uniforms for Vendor staff

- a) Contractor shall provide, at contractor expense, professional and neat uniforms that distinguish the vendor's paid staff from the inmates and custody deputies.

XII. Daily Processing of Complaints

- a) Food service complaints from inmates must be processed at least daily as follows:

EXHIBIT A

STATEMENT OF WORK

- 1) Trained food service personnel shall act upon all complaints within their capability.
- 2) The Food Service Director shall be responsible for resolving inmate or staff grievances in accordance with Contractor and County policy.

XIII. Capitol Improvement Plan:

- a) The Sheriff's Office anticipates a sewer repair project to occur sometime over the next several months. This project will occur in the existing main jail kitchen facility. The project will be funded and managed by the County General Services Department.
 - 1) The sewer repair portion of this project is not Contractor responsibility and is separate from the kitchen capitol improvement project as it pertains to the Contractor.
- b) Contractor agrees to provide County with a \$600,000 grant toward completion of capitol improvements to the existing kitchen facility in conjunction with the sewer repair project ("Financial Investment").
 - 1) County agrees to invest the entire the Financial Investment in food service facility renovations and in the purchase and installation of food service equipment on County premises.
 - 2) The Financial Investment will be amortized on a straight-line basis over a period of seven years, commencing on the effective date of this agreement.
 - 3) Upon expiration or early termination of this agreement by either party for any reason prior to complete amortization of the Financial Investment, County shall reimburse Contractor for the unamortized balance of the Financial Investment as of the date of expiration or early termination plus all accrued but unbilled interest as of the date of expiration or termination.
 - a) Interest shall accrue from the effective date of this agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance.
 - 4) County agrees to reimburse Contractor for the unamortized balance of the Financial Investment within 30 days of expiration or early termination of this agreement.
 - a) In the event such balance is not paid to the contractor within the 30 days of expiration or early termination of this agreement, County agrees to pay interest on such amounts at Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or early termination of this agreement, until the full amount is paid.
 - 5) Any portion of the Financial Investment that is not expended prior to expiration or early termination of this agreement shall be returned to Contractor.
- c) Contractor agrees to work with the County and its representatives throughout the planning, design and construction phases of the jail kitchen renovation project to ensure that both the needs of the County and those of the Contractor are accomplished.
 - a) Contractor input and the recommended equipment and facility layout (Exhibit D) are intended to ensure that the facility renovations meet the minimum requirements for Contractor to perform and meet the requirements of this

EXHIBIT A

STATEMENT OF WORK

agreement and to provide the County with support to reach the food service goals of the Sheriff's Office.

- d) Contractor is expected to work with the County to meet certain requirements that may include, but are not limited to;
 - 1) County Green requirements;
 - 2) County Code & permitting requirements; and
 - 3) Any other existing health and food service standards.
- e) Contactor agrees to provide uninterrupted food services to the main jail staff and inmate population during the construction period of the jail kitchen renovation project.
 - 1) During the construction period, Contractor shall charge the County the inmate and staff per meal price in accordance with the "During Construction" fee schedule included in Exhibit B, attached hereto.

XIV. Contracting Services to other agencies:

- a) The Sheriff's Office recognizes that there may be certain efficiencies of service if it allows the Contractor to provide contracted food services to other agencies.
 - 1) The Sheriff's Office, with prior approval, is not opposed to allowing outside contracts as long as the fidelity of our contract and our service is not compromised.
 - a) Because inmate labor is used to assist with food preparation, Contractor is restricted to servicing contracts for non-profit agencies and Governmental entities only.
 - b) Contractor must provide County with adequate detail about how allowing the outside contract may be mutually beneficial for each proposed outside contract.

XV. Long Term Maintenance:

- a) Contractor shall work with the County to develop a plan for long term maintenance of appliances and kitchen equipment.

XVI. Compliance Review:

- a) Santa Barbara County and the Contractor shall, within 30 days of execution of the Agreement, set a schedule for routine review meetings between the Sheriff's Office and the Contractor for the evaluation of the food services and compliance with the Agreement. This schedule will be set by mutual agreement between the Sheriff's Office and the Contractor.
- b) Within 30 days of execution of the Agreement, the Contractor, in cooperation with the Sheriff's Office, shall formulate a report form that will establish the basis for the scheduled review sessions.

XVII. Responsibility of County

- a) The Sheriff's Office is responsible for:
 - 1) Providing accurate and timely orders for the number of inmate meals.
 - 2) Providing adequate ingress and egress to all production areas.
 - 3) Providing adequate heat, lights, ventilation, and all other utilities.

EXHIBIT A

STATEMENT OF WORK

- 4) Providing existing local business telephone service to the Contractor at no charge.
 - a) This telephone shall be used only for local service, business-related calls. Should the contractor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone not connected to the county system shall be installed at the Contractors expense.
- 5) Providing extermination services and removal of trash and garbage from loading dock areas.
- 6) Providing cleaning supplies and tools necessary to maintain the cleanliness and sanitation of the kitchen and food service facilities to meet the standards required by state and local regulations.
 - a) Supplies include:
 - 1) Mops,
 - 2) Brooms,
 - 3) Cleaning rags,
 - 4) Cleaning chemicals,
 - 5) Disinfectants,
 - 6) Soaps, and
 - 7) Detergents.
- 7) Providing general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The county's maintenance does not include day to day cleaning operations in the kitchen area.
- 8) County will provide, maintain, repair, and permit the Contractor to use all existing food service capital equipment within the kitchen facility.
- 9) Providing adequate preparation, storage, and holding equipment and maintenance for same.
- 10) Providing adequate number of inmates for kitchen duties.
- 11) Providing security, control, and limitation of inmate movement within the food service areas.