COLUMBIA COUNTY

Board of Commissioners Office

Commissioners

Margaret Magruder Henry Heimuller Alex Tardif

Administration

Jacyn Normine



ST. HELENS, OR 97051

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BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON Wednesday, November 13, 2019 10:00 a.m. – Room 310

BOARD MEETING AGENDA

CALL TO ORDER/FLAG SALUTE

MINUTES:

- November 6, 2019 Board Meeting
- November 6, 2019 Work Session

<u>VISITOR COMMENTS – 5 MINUTE LIMIT</u>

HEARING:

Ordinance No. 2019-2, "In the Matter of Establishing the Columbia County Food, Pool and Lodging Licenses and Services Ordinance," which provides for the administration and enforcement of the licensing of food service establishments, tourist facilities, recreation sites, lodges and swimming pools. The ordinance also proposes to increase license fees.

CONSENT AGENDA:

- A. Ratify the Select to Pay for 11.04.19
- B. Cancel the November 20, 2019 BOC and Work Session Meetings
- C. Resolution No. 82-2019, In the Matter of Adopting the National Incident Management System
- D. Order No. 84-2019 In the Matter of Adopting the Strategic Financial Plan for the Homeland Security and Emergency Management Commission (2019-2023)
- E. Order No. 85-2019 In the Matter of Adopting the Columbia County Safety Committee Charter and Policy

- F. Approve the appointment of Aaron Martin as a member to the Columbia County Planning Commission with a term to expire December 31,2023 and authorize the Chair to sign
- G. Approve the reappointment of Steven Reed as a member to the 4-H Extension Service District Budget Committee with a term to expire December 31, 2022 and authorize the Chair to sign
- H. Approve the reappointment of Ellen Bailey as a member to the Columbia County Civil Service Commission with a term to expire December 31, 2025 and authorize the Chair to sign
- I. Ratify Thank you Letter to the Revenue Advisory Committee Members
- J. Ratify Revenue Letter to the Columbia County Department Heads

AGREEMENTS/CONTRACTS/AMENDMENTS:

- K. C146-2019 Public Services Contract by and between Columbia County BI Incorporated for Electronic Monitoring Services
- C149-2019 Personal Services Contract with Evergreen Solutions, LLC for Classification and Compensation Study
- M. C153-2019, State Preparedness and Incident Response Grant No. 18-063 with the Oregon Military Department Office of Emergency Management and authorize Chair to sign
- N. C154-2019, Emergency Management Performance Grant No. 19-505 with the Oregon Military Department Office of Emergency Management and authorize Chair to sign
- O. C155-2019 Public Services Contract by and between Columbia County and Trinity Services Group, Inc. For Food Services in the Columbia County Jail effective contingent upon conclusion of seven day notice of intent to award period

DISCUSSION ITEMS:

Roger Kadell:

In the Matter of the Livestock Attack by a Dog Owned by Anthony Banta

Jacyn Normine:

Executive Session 192.660(2)(e)

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COMMISSIONER HEIMULLER COMMENTS:

COMMISSIONER MAGRUDER COMMENTS:
COMMISSIONER TARDIF COMMENTS:
Pursuant to ORS 192.640(1), the Board of County Commissioners reserves the right to consider and discuss, in either open session or Executive Session, additional subjects which may arise after the agenda is published.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Establishing the Columbia County Food, Pool and Lodging Licenses and Services Ordinance

ORDINANCE NO. 2019-2

The Board of County Commissioners for Columbia County, Oregon, ordains as follows:

SECTION 1. TITLE.

This Ordinance shall be known as Ordinance No. 2019-2 and may also be cited and referred to as the "Columbia County Food, Pool and Lodging Licenses and Services Ordinance."

SECTION 2. AUTHORITY.

This Ordinance is adopted under the authority of ORS 203.035, ORS 431.141, ORS 431.143, ORS 431.150, ORS 431.413, and ORS 431.415.

Pursuant to ORS 431.003(7), Columbia County is the Local Public Health Authority (LPHA) for Columbia County. ORS 431.415 provides that the governing body of the LPHA shall adopt ordinances and rules necessary to administer ORS 431.001 to 431.550 and 431.990, any other public health law of Oregon, and any other public health matter not expressly preempted by a Oregon state law.

In accordance with ORS 446.425, ORS 448.100 and ORS 624.510, the Oregon Health Authority has delegated authority for environmental health services to the LPHA through Intergovernmental Agreement No. 156297, executed on February 20, 2018. The environmental health services program includes the inspection and licensing of restaurants and other food service establishments, tourist facilities, recreation sites, lodges and swimming pools.

SECTION 3. PURPOSE.

The purpose of this Ordinance is to provide for the administration and enforcement of the licensing of restaurants and other food service establishments, tourist facilities, recreation sites, lodges and swimming pools, which the State of Oregon has delegated to Columbia County.

This Ordinance also repeals Ordinance No. 2014-6, In the Matter of Adopting an Ordinance Establishing a Review Procedure for Public Health Decisions, which is no longer necessary because the County is the Local Public Health Authority. This Ordinance also repeals Ordinance No. 2016-2, In the Matter of Adopting a Fee Schedule for Columbia County Food, Pool, and Lodging Licenses and Services, because those fees are now incorporated into this Ordinance.

SECTION 4. ADOPTION.

The Columbia County Food, Pool and Lodging Licenses and Services Ordinance, which is attached hereto and incorporated herein by this reference, is hereby adopted.

ORDINANCE 2019-2

Page 1

<u>SECTION 5</u>. <u>SEVERABILITY</u>.

If any provision of this Ordinance, including Exhibit A, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the remaining portions thereof.

SECTION 6. REPEALER.

Ordinance No. 2014-6, "In the Matter of Adopting an Ordinance Establishing a Review Procedure for Public Health Decisions," and Ordinance No. 2016-2, "In the Matter of Adopting a Fee Schedule for Columbia County Food, Pool, and Lodging Licenses and Services," are hereby repealed.

<u>SECTION 7.</u> <u>SCRIVENER'S ERRORS.</u>

Scrivener's errors in any portion of this Ordinance may be corrected by Order of the Board of County Commissioners.

<u>SECTION 8</u>. <u>EMERGENCY CLAUSE</u>.

This Ordinance being immediately necessary to maintain the public health, safety, and welfare, an emergency is declared to exist, and this Ordinance shall take effect upon adoption.

DATED this day of	, 2019.
Approved as to form	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
By: Office of County Counsel	By: Henry Heimuller, Chair
Attest: By:	By: Margaret Magruder, Commissioner
Recording Secretary First Reading: Second Reading:	By:Alex Tardif, Commissioner
Effective Date:	

ORDINANCE 2019-2 Page 2

EXHIBIT A

COLUMBIA COUNTY FOOD, POOL AND LODGING LICENSES AND SERVICES ORDINANCE



COLUMBIA COUNTY

FOOD, POOL AND LODGING LICENSES AND SERVICES ORDINANCE

SECTION 1. PURPOSE.

This Ordinance provides for the administration and enforcement of environmental public health laws delegated to Columbia County by the State of Oregon for food service facilities, tourist facilities and pool facilities in accordance with ORS 446.425, ORS 448.100 and ORS 624.510 and OAR chapter 333, division 12.

SECTION 2. APPLICATION.

This Ordinance applies throughout Columbia County, Oregon, and within the limits of any incorporated city that consents to its application by decision of the city's governing body or its electors.

SECTION 3. DEFINITIONS.

- A. For the purposes of this Ordinance, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not advisory, and the term "this Ordinance" shall include this Ordinance and all amendments made hereafter.
- B. The words and phrases in this Ordinance shall have the meanings provided in the Oregon Revised Statutes and Administrative Rules, as set forth in Section 4, below.
- C. Other specific definitions as used in this Ordinance include:
 - 1. <u>"Administrator"</u> means the person appointed by the Board of County Commissioners under ORS 431.418 as the Local Public Health Administrator and the duly authorized deputy or assistant of that person.
 - 2. <u>"Board"</u> means the Board of County Commissioners for Columbia County, Oregon.
 - 3. "Department" means the Columbia County Public Health Department.
 - 4. <u>"Food Service Facility"</u> means restaurant, bed and breakfast, vending machine, food cart, warehouse, mobile unit, commissary or any other food establishment as defined by ORS 624.010, ORS 624.310, and OAR 333-150-0000 and 333-157-0073.

SECTION 4. ADOPTION OF LAWS AND REGULATIONS.

The following Oregon Revised Statutes and Administrative Rules are hereby adopted and incorporated into this Ordinance by this reference:

- A. Restaurants and bed and breakfast facilities (including limited service restaurants and temporary restaurants): ORS 624.010 to 624.035, 624.060 to 624.110, 624.130, and 624.992 and implementing Administrative Rules, including OAR chapter 333, division 150, 157, 158, 160 and 170.
- B. <u>Commissaries, mobile units, and vending machines</u> (including warehouses): ORS 624.310 to 624.440, and 624.992, and implementing Administrative Rules, including OAR chapter 333, division 162.
- C. <u>Tourist facilities</u> (including travelers' accommodations, hostels, picnic parks, recreation parks, and organizational camps): ORS 446.310 to 446.320, 446.322 to 466.349, and implementing Administrative Rules, including OAR chapter 333, divisions 29, 30, and 31.
- D. <u>Pool facilities</u> (including public swimming pools, public spa pools, public wading pools, and bath houses): ORS 448.005 to 448.060, 448.095 to 448.100, and implementing Administrative Rules, including OAR chapter 333, divisions 60 and 62.
- E. <u>Administrative procedures</u>: ORS 183.310, 183.413 to 183.502, and 183.745, and OAR 333-012-0050 to 333-012-0070, and 137-003-0001 to 137-003-0092.

SECTION 5. ADMINISTRATION.

The Administrator is the delegated authority to carry out the provisions of this Ordinance. Such delegation includes the authority available to the Director of Human Services (or its successor position title) under the Oregon Revised Statutes and Oregon Administrative Rules incorporated herein.

SECTION 6. LICENSE REQUIRED.

- A. Unless otherwise exempt under Oregon law, a license issued pursuant to this Ordinance is required to operate a food service facility, tourist facility, or pool facility in Columbia County.
- B. Before a license is issued or renewed under this Ordinance, the applicant must submit an application and pay the license fee. A license shall not be issued or renewed unless the facility complies with the applicable laws and regulations in Section 4.

- C. Licenses issued under this Ordinance shall expire at the end of each calendar year. For food service facilities, a reinstatement fee will be charged pursuant to ORS 624.490 to reinstate an expired license.
- D. Licenses shall not be transferrable nor shall refunds be issued on the unused portion of a license or upon applications that have been denied.

SECTION 7. LICENSE FEES.

Fees for licenses, inspections and administration of programs are set forth in Exhibit B of this Ordinance. Fees shall be adjusted annually on January 1, in accordance with the Consumer Price Index (CPI), as identified in the "All Urban Consumers, West Urban Index" published by the United States Department of Labor, Bureau of Labor Statistics over the twelve month period ending sixty days prior to the date of annual adjustment. The Board may amend the fees for programs under this Ordinance by order or resolution.

SECTION 8. LICENSE DENIAL, SUSPENSION, OR REVOCATION.

- A. A license required by Section 6 may be denied, suspended or revoked for failure to comply with the provisions of this Ordinance.
- B. <u>Closure Procedures</u>. The Department shall follow the applicable Oregon Health Authority closure procedures in OAR 333-157-0030 for restaurants; OAR 333-162-0910 for mobile food units, commissaries and warehouses; OAR 333-060-0705 for swimming pools; and OAR 333-062-0255 for spa pools.
- C. <u>Notice</u>. The Department's decision to deny, suspend or revoke a license shall be in writing and shall be personally served or mailed by certified or registered mail to the applicant whose license had been denied or license holder whose license has been suspended or revoked. Mailed notice shall be considered served when mailed. The Department's written notice shall include the following:
 - 1. A statement of the applicant or license holder's right to a contested case hearing under this Ordinance;
 - A statement of the authority and jurisdiction under which the hearing is to be held:
 - 3. A reference to the particular sections of the ordinance, statutes and rules involved:
 - 4. A short and plain statement of the matters asserted or charged;

- 5. A statement indicating whether and under what circumstances and order by default may be entered;
- 6. A statement that active duty servicemembers have a right to stay proceedings under the federal Servicemembers Civil Relief Act and may contact the Oregon State Bar or the Oregon Military Department for more information. The statement must include the toll-free telephone numbers for the Oregon State Bar and the Oregon Military Department and the Internet address for the United States Armed Forces Legal Assistance Legal Services Locator website; and
- 7. A statement that if the applicant or license holder desires a hearing, the Department must be notified within:
 - a. Twenty (20) days of the date of serving the notice; or
 - b. Sixty (60) days of the date of serving the notice, when the Department refuses to issue a license required to pursue any commercial activity, trade, occupation or profession, if the refusal is based on grounds other than the results of a test or inspection.

D. When No Hearing Requested or Failure to Appear.

- 1. When a party fails to request a hearing within the time specified above, or fails to appear at a hearing, the Department or Hearings Officer shall enter an order supporting the Department's action.
- The order supporting the Department's action shall set forth the material on which the action is based, and the material shall be attached to and made a part of the order.

SECTION 8. CONSTESTED CASE HEARING.

- A. A hearing provided under this Ordinance shall be conducted as a contested case hearing in accordance with the procedures set forth in ORS 183.411 et seq.
- B. The County will arrange for a hearing before an impartial hearings officer. The hearings officer may be a County employee, provided that the employee has no personal involvement with the Department's decision.

SECTION 9. PUBLIC NUISANCE.

Any facility that is operated in violation of this Ordinance is a public nuisance and dangerous to health and may be abated or enjoined in any manner provided by law.

SECTION 10. AMENDMENTS.

All amendments to the Oregon Revised Statutes and Oregon Administrative Rules adopted and incorporated into this Ordinance shall automatically be adopted into this Ordinance as well, with the same effective dates and set forth in such amended statutes and rules.

SECTION 11. ENFORCEMENT; REMEDIES NOT EXCLUSIVE.

- A. In addition to the enforcement procedures provided herein, this Ordinance is enforceable as provided by, and violators hereof are subject to the penalties provided in, the Columbia County Enforcement Ordinance.
- B. Pursuant to Section 11 of the Enforcement Ordinance, the Columbia County Public Health Administrator and any other person that the Board of Commissioners specifically approves are authorized to enforce this Ordinance.
- C. None of the remedies available to the County under this Ordinance are exclusive. Nothing in this Ordinance shall preclude any remedy otherwise available to the County, either in law or equity.

EXHIBIT B

COLUMBIA COUNTY FOOD, POOL AND LODGING LICENSES AND SERVICES FEES



COLUMBIA COUNTY

Public Health



St. Helens, OR 97051

230 Strand St., Room 375 Direct (503) 397-7247 www.co.columbia.or.us

FOOD, POOL AND LODGING LICENSES AND SERVICES FEES

RESTAURANT LICENSES	FEE
Benevolent organization ¹	\$250
Limited service (prepackaged items only)	\$375
0-15 person seating	\$625
16-50 person seating	\$675
51-150 person seating	\$750
151+ person seating	\$850
Bed & breakfast	\$300
Late (reinstatement) fee ²	\$100/mo
Required recheck inspection (after 2 rechecks)	\$200
Prorated (10/1 – 12/31)	50%

TEMPORARY RESTAURANT LICENSES	FEE
Single event 1-30 days	\$150
Intermittent events 1-30 days	\$150
Seasonal event 1-90 days	\$150
Operational review for seasonal licenses	\$50
Out-of-county mobile unit with OR license ³	\$25
Benevolent organization (must show a valid IRS tax exempt ID number) 4	\$0 for 1 st event per calendar year; \$65 thereafter
Temporary event late fee (if received less than 7 days before the event)	\$100
Re-inspection fee (if required)	\$50

MOBILE UNIT LICENSES	FEE
Class I	\$300
Class II	\$375
Class III	\$400
Class IV	\$450
Warehouse	\$225
Commissary	\$380

¹ See ORS 624.490(3). ² See ORS 624.490(2).

³ See ORS 624.650.

⁴ See ORS 624.106(1)-(2).

POOL AND SPA LICENSES	FEE
License, general or seasonal (first pool or spa)	\$485
Second pool or spa (same location)	\$350
Additional (same location)	\$350

TOURIST FACILITIES	FEE
Organizational camp	\$500
Picnic park	\$240
Travelers' accommodations, 1-10 units	\$350
Travelers' accommodations, 11-25 units	\$375
Travelers' accommodations, 26-50 units	\$400
Recreation park, 1-5 spaces	\$400
Recreation park, 6-9 spaces	\$425
Recreation park, 10+ spaces	\$450

FOOD VENDING MACHINES	FEE
1-10 units	\$160
11-20 units	\$175
21-30 units	\$200
31-40 units	\$225
41-50 units	\$250
51-60 units	\$300
51-75 units	\$350
76-100 units	\$550
101-250 units	\$800
251-500 units	\$1,200
501-750 units	\$1,350
751-1000 units	\$1,350
1001-1500 units	\$1,350
1501+ units	\$1,350

CHILD CARE INSPECTIONS	FEE
Head start	\$275
0-15 children	\$175
16-40 children	\$225
41-75 children	\$285
75+	\$350

SCHOOL INSPECTIONS	FEE
Full kitchen	\$275
Satellite (no food prep)	\$150

PLAN REVIEW	FEE
Restaurant, 0-50 new construction	\$625
Restaurant, 51-150 new construction	
Restaurant, 151+ new construction	
Restaurant, remodel ⁵	\$400
Bed & breakfast	\$400
Mobile Unit - Class I	\$400
Mobile Unit - Class II	
Mobile Unit - Class III	
Mobile Unit - Class IV	
Commissary for mobile unit	\$350
Warehouse	\$165
Pool or spa	\$450
Tourist facility	\$350
Organizational camp	\$400
Recreation park	\$325
School food service	\$450
Child care center	\$225
Picnic park	\$200

FOOD HANDLER TRAINING PROGRAM	FEE
Individual test (self-train)	\$10
Classroom instruction	\$15/student

⁵ See ORS 624.630.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting the National Incident Management System

RESOLUTION NO. 82-2019

WHEREAS, response to and recover from major emergencies and disasters requires integrated professional management and coordination; and

WHEREAS, the President directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS) to standardize and enhance incident management procedures nationwide; and

WHEREAS, the National Incident Management System provides a structure and process to effectively coordinate responders from multiple disciplines and levels of government and to integrate them with resources from the private sector and non-governmental organizations; and

WHEREAS, use of the National Incident Management System, which has as a key component the Incident Command System (ICS), will improve Columbia County's ability to manage major emergencies and disasters; and

WHEREAS, failure to adopt and use the National Incident Management System may preclude Columbia County from receiving federal preparedness grants;

NOW, THEREFORE, BE IT RESOLVED that Columbia County hereby adopts the National Incident Management System as the foundation for incident command, coordination and support activities. It shall further be the policy of Columbia County to provide appropriate training on the National Incident Management System and its core components to personnel responsible for managing and/or supporting major emergency and disaster operations.

DATED this day of	, 20
	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
	Ву:
	Henry Heimuller, Chair
	Ву:
Approved as to form	Margaret Magruder, Commissioner
By:	By:
Office of County Counsel	Alex Tardif, Commissioner

ORDER NO. 82-2019 Page 1

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting the Strategic Financial Plan for the Homeland Security and Emergency Management Commission (2019-2023)	Order No. 84 -2019
· · · · · · · · · · · · · · · · · · ·	to explore stable funding options for its Homeland SEMC) in January, 2019, with the desire to improve and g emergency preparation needs; and
WHEREAS, a Final Report has been prepa HSEMC's work program through 2023; and	red outlining a strategic financial plan to guide the
	D that the Strategic Financial Plan for the Homeland on for 2019-2023, which is attached hereto as Exhibit is hereby adopted.
Dated this day of November, 2019.	
	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
	BY: Henry Heimuller, Chair
Approved as to form	
Ву:	BY: Margaret Magruder, Commissioner
Office of County Counsel	RV∙

Alex Tardif, Commissioner

Strategic Financial Plan

Homeland Security and Emergency Management Commission (2019–2023)

September 2019

Prepared for: Columbia County Emergency Management Department

FINAL REPORT



KOIN Center 222 SW Columbia Street Suite 1600 Portland, OR 97201 503-222-6060 For over 40 years ECONorthwest has helped its clients make sound decisions based on rigorous economic, planning, and financial analysis. For more information about ECONorthwest: www.econw.com.

ECONorthwest prepared this report to Columbia County Emergency Management.

ECONorthwest is responsible for the content of this report. The staff at ECONorthwest prepared this report based on information derived from government agencies, private statistical services, the reports of others, interviews of individuals, or other sources believed to be reliable. ECONorthwest has not independently verified the accuracy of all such information and makes no representation regarding its accuracy or completeness. Any statements nonfactual in nature constitute the authors' current opinions, which may change as more information becomes available.

For more information about this report:

Lorelei Juntunen Juntunen@econw.com KOIN Center 222 SW Columbia Street Suite 1600 Portland, OR 97201 503-222-6060

Acknowledgements

ECONorthwest prepared this report for Columbia County's Emergency Management Department. ECONorthwest and Columbia County thank those who helped develop the Homeland Security and Emergency Management Commission's Strategic Financial Plan.

ECONorthwest and Columbia County thank the individuals who participated in interviews. Input shared in those interviews informed the content of this plan.

Columbia County

Steve Pegram, Emergency Management Director Sarah Hanson, County Counsel Rachael Barry, Project Coordinator

Consulting Team (ECONorthwest)

Lorelei Juntunen, Project Director Sadie DiNatale, Associate

Columbia County Contact:

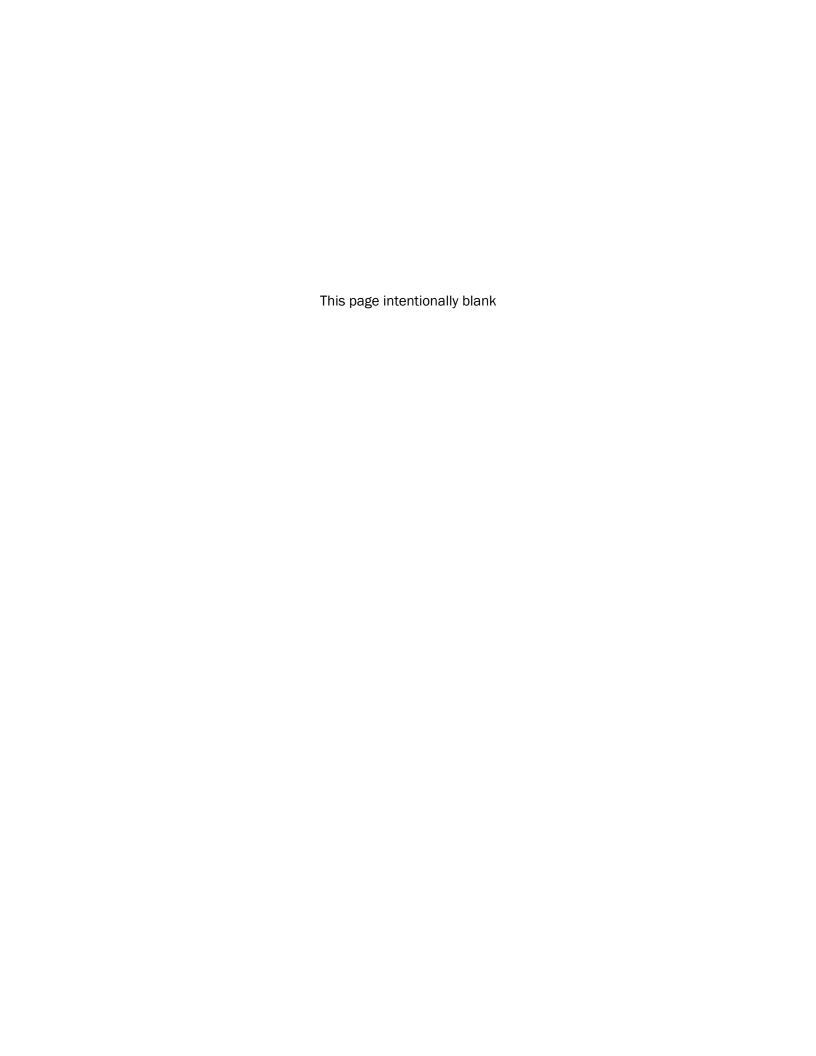
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1 Introduction

Columbia County is exploring its options to achieve a more stable and growing funding base for its Homeland Security Emergency Management Commission (HSEMC). HSEMC provides critical emergency planning and management functions in the County and wants to stabilize its funding so that it can improve and expand its services to address current and growing service needs. The most promising near-term option is to increase the number and/or dollar amount of contributions from HSEMC members (also called *partners*) who financially support HSEMC operations.

To organize its options as tangible actions, the Emergency Management Department requested, and the Board of Commissioners approved, the development of a strategic financial plan to guide HSEMC's work program for the next several years. In that context, the purpose of this Strategic Financial Plan is to describe opportunities to attract private sector partners to HSEMC and to outline options to help cover the costs of HSEMC programming and staff salaries. This is HSEMC's first strategic plan.

1.1 About HSEMC

The Columbia County Homeland Security and Emergency Management Commission (HSEMC) is a public – private partnership that works to build and improve resiliency in Columbia County. Columbia County formed HSEMC on July 23, 2008 (by Board Order no. 69-2008 and Ordinance No. 2008-2). The purpose was to assemble a collective of entities to advise Columbia County's Board of Commissioners and Emergency Management Department on resilience and whole community preparedness. HSEMC also enhances the ability of the Emergency Management Department to serve the county.

HSEMC organizes outreach efforts and preparedness, mitigation, response, and recovery trainings for incidents of all kinds, such as floods, fires, landslides, and chemical spills. HSEMC supports resilience efforts by:

- Advancing recovery after disaster situations
- Reviewing the county's Emergency Operations Plan
- Prioritizing emergency management duties
- Prioritizing fuel allocation after major earthquakes
- Updating shelter agreements with Red Cross
- Developing Hazard Mitigation Plans
- Creating and exercising Continuity of Operations Plans for county agencies, jurisdictions, and private sector partners

To protect life, property, and the environment, it is imperative that county stakeholders collaborate to build and maintain long-term resilience in the county. HSEMC brings an innovative approach to whole community resilience. By working with local public safety agencies, jurisdictions, school districts, private partners, and volunteers, HSEMC improves the county's ability to readily recover from natural, human, or technological threats, crises, or disasters. As of 2019, HSEMC was composed of over 10 partners.

The objectives that guide decisions and actions of HSEMC are:

- Connect and Prepare. Prepare all segments of Columbia County for uncertainty and disruption by encouraging community preparedness and creating a culture of risk awareness and personalizing resilience.
- Partner and Innovate. Capitalize on the collective skills and abilities of our community by leveraging advances in data, research, and observations to address emerging resilience challenges.
- Transform and Innovate. Embed resilience into county operations and systems, and throughout our private sector economic partners, by transforming our approach to community resilience.

1.2 Approach: Planning Process and Methods

The development of this strategic plan involved input from Columbia County Legal Counsel, Emergency Management Department staff, and a series of interviews with private-sector organizations. These parties informed the actions documented in section 3 of this plan.

The process engaged nine private-sector organizations (listed below). Columbia County staff selected organizations from across the county to represent a variety of industries. Interviews took place between May 8, 2019 and July 16, 2019. The private-sector organizations, and their representatives, willing to dedicate time to this effort, were:

- Craig Campbell, Oregon Manufacturing Innovation
- Dan Luckett, Global Partners, Clatskanie
- Hope Wirta, Columbia County Mental Health
- Mike Humbert, Rightline Equipment
- Paul Langner, Teevin Bros
- Sarah Johnson, Clatskanie PUD
- Sherrie Ford, Public Health Foundation
- Stein Berger, OHSU Scappoose Family Medicine
- Tiffany Paulson, InRoads Credit Union

In addition, ECONorthwest evaluated revenue options (funding tool best practices of similar Commissions) and conducted financial reconnaissance for HSEMC.

1.3 Situation Assessment

This section describes information gathered through conversations with Columbia County staff, private-sector interviews, and financial reconnaissance. It provides context for this plan and further defines the purpose of HSEMC. This situation assessment includes:

- A description of interest from private-sector organizations
- Legal considerations
- Financial conditions

This situation assessment is specific to defining the willingness of Columbia County organizations to become sustaining members of HSEMC. It describes the legal mechanisms that could be used to arrange the partnerships.

Description of Interest from Private-Sector Organizations

ECONorthwest interviewed nine private-sector organizations from a range of industries to gauge their interest in partnering with HSEMC and to understand their existing perceptions of the Commission. Participating organizations represented the health, manufacturing, financial, utilities, and logging and distribution sectors.

Five of the representatives interviewed had heard of HSEMC before. To characterize their familiarity: two interviewees indicated their organization was an existing partner; one interviewee indicated they (and not the organization) were an existing member; one interviewee indicated their organization used to be a partner (but not anymore), and one interviewee was vaguely familiar with HSEMC.

In speaking with private sector organizations, ECONorthwest found distinct levels of interest. We classified levels of interest as:

- Group A Existing Partners and Supporters: The organization is an existing partner and recognizes the value of HSEMC. Group A showed clear interest in continuing to partner with HSEMC. One entity characterized their participation as "their duty" to ensure HSEMC can continue to exist. Others cited that it was easy to see value in the membership fee. One entity indicated that they wished there were more opportunities to volunteer with HSEMC. It is likely that these entities will continue to participate in HSEMC into the future.
- Group B Somewhat Interested: The organization understands the value in having an entity work to promote and improve resiliency efforts across the county but does not understand HSEMC enough to warrant a partnership at this time. The biggest concerns of Group B were that the organizations were not entirely clear about what HSEMC did. These entities explained that their willingness to participate in HSEMC would be contingent on several requirements. For example, unlike Group A, Group B entities wanted evidence that HSEMC's membership fee was value-added (what would they get

out of paying the fee? And would that be motivating enough?). One entity indicated they would like clarity in HSEMC's mission and goals – what is HSEMC doing (tangible activities) that warrants their participation? Another entity explained that they are already mandated to develop operational / mitigation plans and would not want to pay a membership fee to receive something that they already pay a third-party contractor to develop.

- **Group C Somewhat Disinterested:** The organization has extenuating circumstances that limits their ability to partner with HSEMC from a *functional* perspective, at this time. Extenuating circumstances limiting Group C's willingness to participate were primarily due to internal capacity constraints or other financial obligations. Some indicated that they may be able to participate in the future as their business grows (staffing / net revenues).
- Group D Disinterested: ECONorthwest reached out to a range of entities (about 11 entities) who were non-responsive, suggesting disinterest in HSEMC as an organization. One organization was unwilling to be interviewed because they do not participate in partnerships of this kind in general.

HSEMC should continue to reach out to Group B and Group C entities. HSEMC may continue to update these entities on their activities and events to build up awareness and motivate future participation. As HSEMC grows and becomes more visible, it is possible that Group D entities may become more interested in learning about HSEMC over time.

Legal Considerations

Since inception, no party has challenged any private agreement made between HSEMC and an agency (e.g. official partner). Key aspects of private agreements are:

- Fees provided by private-sector and public-sector partners are for "the purpose of creating and supporting a system to better provide homeland security and emergency management services to both County departments and agencies."
- Agreements with *private*-sector partners allow Agencies to "retain the right to terminate their involvement [in their agreement to participate] at any time, [and partners'] acknowledge the fact that having the ability to withdraw funding at any time causes instability and uncertainty for the system created to provide [homeland security and emergency management services]."
- Existing agreements with public-sector partners state that Agency fees are formula derived based on population served¹ and "based on the minimum amount of annual funding needed (\$75,000)." Public-sector "Agencies agree to participate for the full term

HSEMC Strategic Financial Plan

¹ The basis for populations estimates is Portland State University, Population Research Center.

of th[e] agreement unless profound circumstances make continued participation impossible. If an Agency decides to terminate their involvement in the middle of the fiscal year, funding will not be refunded for the year of termination."

These aspects of existing agreement suggest that any modified fee structure may require or warrant HSEMC to grandfather existing partners' membership fee structure.

Financial Conditions

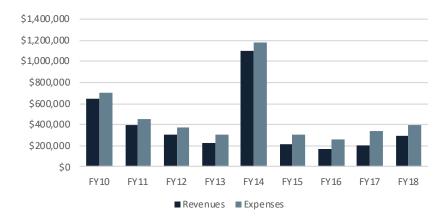
Funding and grants from federal and state government for disaster preparedness are decreasing at an unsustainable rate, leaving Columbia County emergency planning services at risk. As Cities (who pay public-sector membership fees) are generally tapped out, and as State and Federal Grants are declining, it is imperative that the Emergency Management Department / HSEMC increase locally derived funding to meet growing service needs. To operate at the level that Emergency Management and HSEMC believe is warranted for the County, an additional 2.5 FTE is needed (approximately \$250,000 per year).

Exhibit 1 shows that emergency management funding at the department level (Fund 44) is financially unsustainable given annual revenue, service costs, and growing personnel needs.

Expenditures have outpaced revenues for emergency services since 2010.

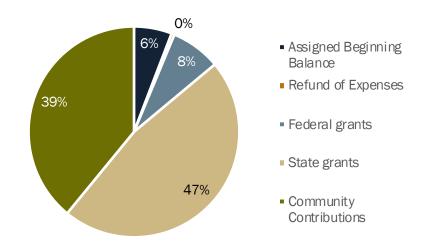
Exhibit 1. Historical Revenues and Expenditures for Emergency Services (Fund 44), Columbia County Emergency Management Department, FY 2010 to FY 2018

Source: Columbia County general ledger.



In FY 2018, HSEMC received approximately \$117,000 from community contributions (about 39% of total annual revenue). This funding source represents the primary means of funding HSEMC operations.

Exhibit 2. Revenue Sources for Emergency Services (Fund 44), Columbia County Emergency Management Department, FY 2018 Source: Columbia County general ledger.



HSEMC's restricted dollars are currently allocated to Fund 44 which makes up about 39% of the Emergency Management Departments fund. In future budget cycles, HSEMC dollars will be reallocated to its own, restricted fund.

2 Strategic Financial Plan

This Strategic Financial Plan will guide HSEMC's operations for the 2019—2023 period. This section describes opportunities to attract private sector partners to HSEMC and outlines options to help cover the costs of HSEMC programming and staff salaries.

2.1 Strategies, Objectives, and Actions

This section presents three strategic priorities as well as objectives and actions for HSEMC to implement in the 2019—2023 period. A consolidated workplan is outlined in Section 4 of this plan. Findings from the private-sector interviews suggest that many Columbia County businesses have limited knowledge, but general interest in participating in HSEMC. This suggests that an important first step is to tell the story of the role HSEMC plays in the community, while working to expand membership to improve financial sustainability.

Strategic Priority 1: Increase Visibility

Many private-sector organizations are not yet aware of HSEMC, what role it serves, and how public- and private-sectors are involved. Strategic Priority 1 focuses on the community at large, to make the value of HSEMC more obvious to those who are not aware of the benefit of this type of collaboration. Ultimately, increasing visibility of HSEMC will make implementing other priorities of this plan more successful.

Objective 1.1. Develop a marketing plan that seeks to expand the target market. HSEMC has historically and currently welcomes all public- and private-sector entities. However, the *typical* market are government agencies (e.g. Cities and Districts) and private-sector entities that receive / have received services from the County's Emergency Management Department or HSEMC. HSEMC may consider the following actions to encourage expansion of their typical market to: private-sector entities who are not legally required to receive emergency preparedness training / conduct mitigation plans, smaller agencies or agencies in harder to reach areas of the county, and to the business community (at large) to ensure a diversity of sectors is represented in HSEMC.

- Action 1.1.1. Develop and maintain a webpage for HSEMC on the Columbia County website so that existing / prospective partners may find information about HSEMC easily. A range of resources and information could be maintained on the website and partners could help develop blog posts or opinion pieces to increase website traffic.
- Action 1.1.2. Develop and disseminate a cheat sheet or pamphlet about what to do in the
 first five minutes, first hour, and first day of a disaster. Use this material to serve a dualpurpose to additionally market the training opportunities that HSEMC offers.
- Action 1.1.3. Evaluate the feasibility of an annual, email-based newsletter or seasonal, topically-derived articles in the local newspaper.

• Action 1.1.4. Evaluate the financial feasibility of offering promotional merchandise (e.g. "swag" such as magnets, canvas bags, sweatshirts) with HSEMC's branding or slogan. It is possible that partners may choose to purchase promotional material so that costs are neutral.

Objective 1.2. Communicate events to educate and engage the community. In addition to sharing resources and teaching skills to the community, hosted events provide key opportunities to describe the purpose, goals, and activities of HSEMC (including benefits of joining) to community members and business stakeholders.

- Action 1.2.1. Work with other entities, with similar missions, to coordinate, co-host, or co-sponsor events. Oregon's Partnership for Disaster Resilience² is one such entity that HSEMC may consider collaborating with.
- Action 1.2.2. Establish an annual schedule of meetings and events. Evaluate the frequency of events, which may be contingent on available funding. Post this schedule on-line (see Action 1.1.1).
- Action 1.2.3. Coordinate and continue to organize community-wide townhalls, listening sessions (with follow-up), presentations from FEMA or other experts, trainings, and / or table top exercises. Focus on events with shock value or topics that would be appealing to the average person. Consider the following:
 - a. Events open to the public. Regularly-scheduled community wide test events (e.g. every six months to one year) that are open to the community. Determine a disaster scenario to act out and gauge community preparedness. Follow up with participants to provide more information to those who did not feel prepared. Link people to key resources to create a level of community support. Report out a score or rating (of overall community preparedness) to the community at large (see Action 1.1.3).
 - b. *Targeted education and training*. HSEMC currently offers several training / educational programs. HSEMC may increase the types of trainings offered and develop educational programs specific to the concerns and interests of particular public- / private-sector agencies. HSEMC could evaluate the legality of charging a fee for more involved trainings (see Action 3.2.1).
 - For example, some agencies may benefit from a training on how to use Incident Command System resources; others may want trainings about what to do in the event of a disaster where all access roads are blocked; others may need basic

² For more information: https://opdr.uoregon.edu/about-us/

training (e.g. how to build and maintain emergency kits or how to stockpile food and water).

Strategic Priority 2: Grow and Expand Membership

HSEMC is strong because of the members that comprise the Commission. Increasing membership will benefit the community by increasing the number of groups working together toward a common vision: whole community resilience.

Typically, people do not think of emergency planning and preparedness until disaster strikes. For this reason, it is difficult to attract interest in HSEMC. This "out of sight, out of mind" mentality inadvertently weakens community resilience—which by nature requires collaboration. Strategic Priority 2, which builds on Strategic Priority 1, aims to increase private-sector partnerships.

Objective 2.1. Focus on missing links of the HSEMC network. Community networks and official communication improves disaster response, recovery, and resilience. Columbia County should continue to complete its network.

- Action 2.1.1. Develop a resource repository that describes and pinpoints the location of partners, resources (public and private), and services / skills that partners could provide in the event of an emergency. Reach out to specific organizations in areas that lack organizational support / resources as a call for action; communicate how they are needed to complete the network.
- Action 2.1.2. Identify and pinpoint the locations of vulnerable infrastructure and parts of the system where disruption (from disaster or threat) could occur. Reach out to specific organizations that are at risk and communicate why active membership is vital and the most effective way in mitigating risk.
- Action 2.1.3. Clarify channels of emergency communication for partners and the community at large. Publicize the official means of communication to make clear how communication is distributed during a disaster, how private-sector groups are notified of disasters / threats, what they could expect from existing communication channels in the event of a disaster (will they receive instructions or directions?), and what to do in the event that communication lines are down.

Objective 2.2. Continue to develop dynamic planning documents. Plans should address and encompass all five mission areas of FEMA's Planning Framework (Prevention, Protection, Mitigation, Response, and Recovery).

Action 2.2.1. Develop emergency operations and mitigation plans that include an
individual section for each participating partner. Each partner would be ultimately
responsible for their own section, but sections would be bundled in the same plan for
continuity.

Action 2.2.2. Develop a process to update planning documents (including partners' plans) to ensure they are living, breathing documents that evolve over time. HSEMC should ensure policies are current and the content is still accurate. HSEMC could streamline the content of plans and send updates when it is time to renew specific sections or components of these plans. Recognizing that resiliency preparedness and planning is often neglected, advertise follow-ups / reminders as a service that HSEMC offers.

Strategic Priority 3: Stabilize and Increase Revenue

Funding and grants from federal and state government for disaster preparedness are decreasing, leaving the Columbia County community at risk. Emergency management services must become more locally funded so that choices about how to prepare for and respond to a disaster are made with our specific community and its challenges in mind.

Modest investments in HSEMC, from local agencies and businesses, lends itself to improved preventative and response efforts for major disasters and emergencies. Strategic Priority 3 aims to describe options to increase funding provisions, stabilize funding streams into the future, and find other opportunities to lower overhead costs.

Objective 3.1. Evaluate restructuring HSEMC's membership fee. The primary means of funding for HSEMC is through community contributions via membership fees. Restructuring the membership fee could encourage new entities to join the partnership, thereby increasing HSEMC revenues.

- Action 3.1.1. Evaluate options to modify HSEMC's private-sector membership fee. Consider opportunities to grandfather existing partners' membership fees. Dues of private-sector affiliate members could vary by size of the organization (e.g. number of employees), by number of locations, by corporate status (e.g. reduced rate for nonprofits or faith-based organizations), by an organizations' environmental output (e.g. increased rate if organization produces extremely hazardous substances), or some other combination of these criteria.
 - A membership fee should be a due that is paid each year to retain the value of the membership and to ensure that participation in events and meetings does not decline over time. While some entities liked the idea of a one-size fits all fee, that fee rate could inhibit smaller organizations from becoming sustaining members, should they want to join the partnership. Ultimately, HSEMC should evaluate the fairness and equitability of any fee structure is chooses.
- Action 3.1.2. Develop a value proposition briefing to document and describe what private-sector entities receive by participating in the partnership.

Objective 3.2. Evaluate new revenue tools and opportunities to diversify funding streams. Membership fees can only produce so much revenue and are subject to volatility in economic

downturns. Successful funding plans rely on a range of resources that are stable, flexible, and that can maintain sufficient (and long-term) net revenues.

- Action 3.2.1. Evaluate new funding sources such as fee-based training programs, a construction excise tax (CET) on commercial and industrial development, a local option levy, a service district, or a business excise tax on high risk businesses in the county. Additional information is located in Appendix A.
- Action 3.2.2. Work with the County to hire a grant writer so that HSEMC can go after competitive Federal and State grants. Additional information is located in Appendix A.

Objective 3.3. Encourage volunteerism, sponsorships, and philanthropy.

- Action 3.3.1. Work with existing partners to determine the extent to which they would be willing to sponsor or volunteer at HSEMC events. Additionally, offer volunteer opportunities to the community (e.g. interested citizens or students at local middle-/high-schools or post-secondary institutes in the Greater Portland Region). Volunteers could assist at HSEMC events; help disseminate outreach material; or write newspaper articles, newsletter articles, or blog posts (see Strategic Priority 1).
- Actin 3.3.2. Determine the legal feasibility of working with non-profit partners to host fundraisers on behalf of HSEMC.

3 Work Plan

This chapter presents HSEMC's workplan for the 2019-2023 period. The workplan summarizes Section 3 of the Strategic Financial Plan.

Exhibit 3. HSEMC Action Plan, 2019—2023

Action Plan	Implementation Schedule					
Action Plan		2020	2021	2022	2023	
Strategic Priority 1. Increase Visibility						
Objective 1.1. Develop a marketing plan that seeks to expand the ta	arget ma	rket.		ı		
1.1.1. Develop and maintain a webpage for HSEMC	Х	Х	Х	Х	Х	
1.1.2. Develop "What to do in case of a disaster" cheat sheet to market training opportunities	Х					
1.1.3. Evaluate feasibility of newsletter or seasonal articles in the local newspaper	Х	х	х	х	х	
1.1.4. Evaluate financial feasibility of offering promotional merchandise		Х				
Objective 1.2. Communicate events to educate and engage the con	nmunity.					
1.2.1. Work with entities to co-host or co-sponsor events	Х	Х	Х	Х	Х	
1.2.2. Establish an annual schedule of events and evaluate frequency of events	х	Х	Х	Х	Х	
1.2.3. Coordinate and continue to organize townhalls, listening sessions, presentations, trainings, and exercises	Х	Х	Х	Х	Х	
Strategic Priority 2. Grow and Expand Membership						
Objective 2.1. Focus on missing links of the HSEMC Network.						
2.1.1. Develop a resource repository and reach out to specific organizations in areas that lack organizational resources as a call for action to complete the network	Х	X	X	Х	X	
2.1.2. Identify and pinpoint the locations of vulnerable infrastructure and reach out to specific organizations that are at risk to communicate why active membership the most effective way in mitigating risk	х	Х	X	Х	Х	
Objective 2.2. Continue to develop dynamic planning documents.						
2.2.1. Develop emergency operations and mitigation plans that include an individual section for each participating partner	Х	X	X	Х	Х	
2.2.2. Develop a process to update planning documents (including partners' plans) to ensure they are living, breathing documents that evolve over time and that policies are current, and the content is accurate	Х		Х		Х	

Action Plan	Implementation Schedule					
Action Plan		2020	2021	2022	2023	
Strategic Priority 3. Stabilize and Increase Revenue						
Objective 3.1. Evaluate restructuring HSEMC's membership fee.						
3.1.1. Evaluate options to modify HSEMC's private-sector membership fee.	Х					
3.1.2. Develop a value proposition briefing	Х					
Objective 3.2. Evaluate new revenue tools and opportunities to diversify funding streams.						
3.2.1. Evaluate new funding sources	Х	Х	Х	Х	Х	
3.2.2. Work with the County to hire a grant writer	Х	Х				
Objective 3.3. Encourage volunteerism, sponsorships, and philanthropy.						
3.3.1. Work with existing partners to determine the extent to which they would be willing to sponsor or volunteer at HSEMC events.	х	Х	Х	Х	Х	
3.3.2. Determine the legal feasibility of working with non-profit partners to host fundraisers on behalf of HSEMC.		Х				

Appendix A. Revenue Tool Opportunities to Diversify HSEMC's Revenue Stream

This appendix provides cursory information about additional revenue tools that HSEMC may consider to increase and diversify its revenue-base. Revenue tools described in this appendix pull from Strategic Priority 3, Objective 3 of the HSEMC Strategic Financial Plan.

Fee-based training programs

HSEMC currently offers a variety of training and programmatic services for no cost. HSEMC could evaluate the legality and market feasibility of offering particular courses, workshops, or trainings for a fee to cover staffing costs to administer the training / workshop. For example, the State of Oregon offers an annual Oregon Emergency Preparedness Workshop. One day attendance costs \$20/day + fees, and full attendance costs \$50 + fees.

Alternatively: could HSEMC partner with the State of Oregon or other agencies that offer similar training opportunities (e.g. Oregon Partnership for Disaster Resilience), to bring their training to Columbia County, and then take a portion of the fee?

Commercial / industrial construction excise tax

A construction excise tax (CET) is a local tax assessed on new construction or construction that increases / expands building square footage. A CET may be levied on residential or commercial / industrial development. Unless the construction project is exempted from the tax, the tax is assessed as a percent of the value of the improvements for which a building permit is sought. Developers or property owners pay the CET at the time the building permit is issued.

Columbia County may use revenue from a CET *on commercial and industrial development* to fund HSEMC operations.³ While 50% of the revenue generated from a commercial and industrial CET must be spent on affordable housing programs, the remaining 50% is unrestricted. Columbia County could use the share of unrestricted revenue to fund HSEMC operations.

Exhibit 4 estimates revenue potential for a CET on commercial / industrial development in unincorporated Columbia County.

³ Use of funds are more restrictive for a construction excise tax levied on residential development. The allowed uses for CET funding are defined by the state statute. A county may retain 4% of residential CET funds to cover administrative costs, and the balance must be allocated as follows: 50% for developer incentives (e.g. fee and SDC waivers, tax abatements, etc.); 35% for affordable housing programs, as defined by the jurisdiction; and 15% to Oregon Housing and Community Services (OHCS) for homeownership programs.

Exhibit 4. Estimated Annual Construction Excise Tax Revenue, Columbia County

Source: Calculations by ECONorthwest. Note: unrestricted revenue is discretionary, meaning the County could prioritize use of all or a portion of the unrestricted revenue to fund operations of HSEMC.

Tax Rate	Total Estimated	Unrestricted
Tax Nate	Revenue	Revenue
1%	\$80,000	\$40,000
2%	\$161,000	\$80,500
3%	\$241,000	\$120,500
4%	\$321,000	\$160,500
5%	\$401,000	\$200,500

Methods: The CET tax projection is based on permit valuation data received from Columbia County's Land Development Services Department. Estimated revenue derives from data for <u>Unincorporated</u> Columbia County only. The basis for the projection is valuation data from "Commerical Structural – New." ECONorthwest used an average valuation estimate using data from FY 2010-2011 through FY 2018-2019. If this valuation data includes multifamily construction data, the resulting estimate could be high.

ECONorthwest included only a portion of "Commercial Structural – Other" valuation data. We do not know what portion of that data results from sq. ft. expansions, so we assumed a factor of 50%. This in mind and assuming "Commercial Structural – New" does not include multifamily development, the estimate is potentially low. ECONorthwest used an average valuation estimate using data from FY 2010-2011 through FY 2018-2019.

Revenue capacity is dependent on the tax rate. ECONorthwest modeled several scenarios using a 1% to 5% tax rate.

For more information about CET:

- Tillamook County currently levies a 1% construction excise tax.
 https://www.co.tillamook.or.us/Documents/BOCCOrdinances/Ordinance%2083%20Construction%20Excise%20Tax FINAL.pdf
- Relevant regulations: ORS 320.170 through ORS 320.189

Local option levy

Local option levies are temporary property tax increases, approved by voters, to fund operations of local government services. Local option levies cannot exceed five-years for operations, though they can be reviewed and extended indefinitely at five-year intervals if the public continues to vote in favor of the levy.

While subject to compression, local option levies are able to generate substantial revenue. For example, a \$0.05 per \$1,000 of Assessed Value (AV) levy could produce approximately \$252,000 per year. The property tax impact on a household, who owns an average home in Columbia County (about \$200,000 AV), would be about \$10 per year.

Public safety service district

As part of a separate process, Columbia County is currently evaluating and considering the implementation of a local option levy to fund the Sheriff's Office, county jail operations, and the Public Health Departments funding needs, which would require approval by a public vote.

Columbia County could consider combining emergency management services into the public safety service district as there is a rational nexus. The initial rate being considered is for the public safety district is \$0.87 per \$1,000 AV, which would generate about \$4.7m per year. Adding an additional \$0.05 to levy rate (\$0.92) would generate approximately \$5m per year. The property tax impact on a household, who owns an average home in Columbia County (about \$200,000 AV), would be about \$150 per year.

Business excise tax on high risk businesses

A business excise tax is a tax on net income for the privilege of doing business in a particular region. In Oregon, Multnomah County levies a business tax at 1.45%. Columbia County could also evaluate the imposition of a business tax. While there is a rationale nexus between taxing high risk businesses and using the tax revenue for disaster preparedness / emergency management, Columbia County would need to consider the legal and administrative considerations of levying such a tax. Columbia County would also need to evaluate a taxation rate, exemption clause(s) (if applicable), and a minimum tax payment (if applicable).

Work with the County to hire a grant writer

Grant writers are vital assets to local governments. Grant writers are personnel dedicated to the development of applications that solicit funds for specific purposes (e.g. to maintain or create new programs and services, reconcile funding gaps, or address public needs). When grants are received, they often come with specific, compliance requirements. A grant writer / administer

⁴ This calculation is based on aggregated net taxable assessed value data for Columbia County, provided by the Columbia County Assessor Department. It assumes a 93% collection rate.

can help monitor the requirements and ensure all compliance requirements are met which frees up Department head / staff time.

The cost for Columbia County to hire a grant writer (1 FTE) is about \$100,000 per year. It is possible that Columbia County could hire a grant writer to be shared across multiple departments that are reliant on intergovernmental revenue. Columbia County could consider bringing a grant writer / administer on part-time or for a limited-term duration if they are wary about the cost implications of a new hire. Columbia County could evaluate the cost differential of hiring a grant writer versus working with a grant writing service provider (on contract).

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

	Matter of Adopting the Columbia Cou Committee Charter and Policy	inty) ORDER NO. 85 -2019	
Comm	WHEREAS, the Columbia County nittee Charter and Safety Policy and ha		mmittee has review the Columbia County Safety nded updates; and	
to refle	WHEREAS, the Columbia County Sect the appropriate management of the		mittee Charter and Safety Policy have been written afety program;	
	NOW, THEREFORE, IT IS HER	EBY ORD	ERED as follows:	
1.	The Columbia County Safety Committee Charter which is attached hereto as Exhibit "A" and is incorporated herein by this reference, is adopted.			
2.	The Columbia County Safety Committee Policy Statement which is attached hereto as Exhibit "B" and is incorporated herein by this reference, is adopted.			
	DATED this 13th day of November.	, 2019.		
			RD OF COUNTY COMMISSIONERS COLUMBIA COUNTY, OREGON	
		Ву:	Henry Heimuller, Chair	
• •	ved as to form	Ву:	Margaret Magruder, Commissioner	
Office	of County Counsel	By:	Alex Tardif, Commissioner	

Exhibit "A"

COLUMBIA COUNTY

Safety Committee Charter

Purpose: The purpose of the Safety Committee is to bring all Columbia County employees together to achieve and maintain a safe and healthful workplace. This includes:

- ✓ To provide an opportunity for open discussion of problems that result or could result in injury or illness.
- ✓ To assist management in the evaluation of recommendations for an improvement of the work environment.
- ✓ To improve the cooperative spirit between all employees of the County.
- ✓ To strive for compliance with state and federal regulations concerning occupational safety and health.
- ✓ To establish specific procedures for incident reporting, investigation and corrective action.

Organization: There shall be a main Committee consisting of five (5) staff members and five (5) management members on the Committee. In addition, there will be two representatives (one management, one staff) employed by the State Courts.

The five management members shall include the General Services Director, the Human Resources Director, the Public Works Director or designee, and the County Sheriff or designee. The fifth management member shall be a volunteer from the Courthouse or the Emergency Management Department.

The five staff members shall include one volunteer each from the facilities maintenance staff, the Public Works Department, the Justice Facility, and two volunteers from the Courthouse or Justice Facility or Emergency Management Department.

There shall be a sub-committee established for each separate County facility, provided more than ten people regularly report to that facility for work. A separate sub-committee for the Public Works Department and for the Justice Facility is required.

Each sub-committee shall consist of an equal number of management and staff level employees. The sub-committees shall have at least four members, if available. Representatives from each sub-committee shall serve as noted above on the main Committee and shall provide regular reports to the main Committee on safety issues.

Members of the Committee must have an interest in accident prevention, occupational health and safety, and a willingness to work for improvement in this important County effort.

Each volunteer member shall serve a minimum of a one (1) year term. Members may serve for indefinite durations beyond one year.

The Safety Committee shall elect a chairperson and establish such other rules for its organization.

Objectives:

- ✓ To develop and recommend safety policies and rules for adoption by the Board of County Commissioners.
- ✓ To solicit input from affected parties prior to adoption of, or amendments to safety policies and rules.
- ✓ To evaluate the County's injury and illness program and make recommendations for improvement.
- ✓ To conduct quarterly workplace inspections and report the findings and recommendations.
- ✓ To assist management in the development of job site safety.
- ✓ To evaluate accountability for safety and health issues at the County.
- ✓ To assist in communication and promotion of safety and health matters in the workplace.

A response to the Committee regarding recommendations or investigations, whether from the Board of County Commissioners, individual managers, supervisors or staff shall occur in a timely manner. For recommended policy/procedures, the response shall be received by the Committee within thirty days. For accident investigations or responses to specific safety issues, the response shall be received by the Committee before the next regular Committee meeting.

The Committee shall respond to concerns raised by employees, in writing, in a reasonable period of

time. Reflection of discussion and resolution in the Safety Committee minutes may be the method of response.

Extent of Authority: It is clearly understood that recommended policies are expected from the Committee and that the Board of County Commissioners will give serious consideration to all recommendations. This is not a policy-making committee. It is the responsibility of the Safety Committee to monitor and assist in ensuring compliance of the safety policies and rules adopted by the Board of County Commissioners, including preparing procedures to implement those policies.

Procedures: The Committee shall develop procedures through which the Committee may successfully fulfill its role and comply with the provisions of OAR Chapter 437. These procedures should include:

- ✓ Meeting date, time and location
- ✓ Selection of a chairperson
- ✓ Recording secretary, who shall be responsible for preparing minutes of the Committee meetings to all County departments.
- ✓ Records
- ✓ Duties of each member
- ✓ Each member shall be active in completing assignments given to them by the chairperson, as well as acting as an area representative in matters pertaining to health and safety.
- ✓ Both management and workers will expect the Committee members to observe how the safety and health policy is enforced in the work environment.

Training of Committee members is essential to the successful operation of the Committee. Members shall be encouraged and allowed to attend training with appropriate arrangements being made between the member and his/her supervisor. The more knowledge and expertise Committee members have, the more effectively they will fulfill their objectives. Training should include, but is not limited to, the following:

- ✓ Safety Committee purpose and operation.
- ✓ Oregon Administrative Rules 437-40-030 through -070.
- ✓ Conduct of Safety Committee meetings.
- ✓ Workplace hazard identification.

- ✓ Application of OR-OSHA rules that apply to their work area.
- ✓ Accident/incident investigation procedures and reporting. (Management is responsible for the actual investigation.)

Only the planning and effective joint leadership of management and the Safety Committee can build a program which lasts. The Safety Committee shall be a constructive entity, providing guidance and leadership in matters pertaining to the overall health and safety of the County.

Specific Goals: The Safety Committee will be responsible for preparing and maintaining the following (this list is not meant to be all-inclusive):

- ✓ General Safety Policy Statement
- ✓ Safety Policies/Rules
- ✓ Hazard Communication Plan
- ✓ Emergency Plan
- ✓ Injury and Illness Prevention Program
- ✓ Accountability Procedures
- ✓ Accident Reporting Procedures
- ✓ Accident Investigation
- ✓ Safety Inspection Program
- ✓ Early Return to Work Program
- ✓ Safety Training Programs: ongoing
- ✓ First Aid/CPR, Blood Borne Pathogens
- ✓ Individual Employee Responsibility

The Safety Committee shall create and maintain a Safety Log of employees' safety concerns including the date the concern was received, the date of and description of any recommendation(s) to management and the date the concern was resolved. This log shall be available electronically to all employees to review, though any confidential or sensitive concerns shall be protected from disclosure.

Exhibit "B"

COLUMBIA COUNTY

Safety Committee Policy Statement

It is the policy of Columbia County to protect the safety and health of employees. Injuries and property loss from accidents are needless, costly, and preventable.

Management

Management's responsibility is prevention of accidents and injuries, because management is held accountable for all aspects under their span of control. Management provides direction and full support of all safety procedures, job training and hazard elimination practices. Management must keep fully informed on health and safety areas throughout the County in order to constantly review the effectiveness of its safety and health program. Management will purchase and ensure that employees are provided appropriate safety equipment and supplies and will hold employees accountable for following safety procedures and policies.

Supervision

Supervisors are directly responsible for job training of their workers. This includes proper procedures, work practices and safe methods to do the job. Supervisors will enforce County rules and take immediate corrective action to eliminate hazardous conditions. Supervisors will not permit safety to be sacrificed for any reason.

Employees

Each employee has personal responsibility for the employee's own safety as well as the safety of co-workers. Each employee, regardless of position within the County, is expected to cooperate in all aspects of the County's safety and health program. Employees who reasonably believe that a work situation represents an unacceptable hazard to life and safety may stop that work to report the situation to the supervisor.

- \checkmark Accidents must be reported immediately to the supervisor.
- \checkmark Required personal protective equipment will be worn by all employees. There are no exceptions.
- ✓ Machines and equipment will be guarded according to safety standards. Machines or equipment without adequate guarding or in questionable condition will not be used.
- √ Hazardous conditions or equipment or other safety concerns will be reported to the supervisor immediately.

Safety Committee

The Safety Committee consists of management and staff representatives that have an interest in the general promotion of safety and health for Columbia County. The Committee is responsible for making recommendations on improving safety and health in the workplace. It has been charged with the responsibility to define problems and obstacles to loss prevention; identify hazards and suggest corrective actions; help identify employee safety training needs and to develop accident investigation procedures for the County.

No job is so important that the time cannot be taken to do it safely.

Board of Commissioners Office

Commissioners

Margaret Magruder Henry Heimuller Alex Tardif

Administration

Jacyn Normine

November 13, 2019

Aaron Martin 145 South 1st Street St. Helens, OR. 97051

Dear Aaron,

The Board of Commissioners are pleased to advise you that you have been appointed to the Columbia County Planning Commission. Your term will expire on December 31, 2023. This reappointment is of course subject to you acceptance. Should you decide not to accept, please contact the Board of Commissioners office at your earliest convenience.

Before you can become an active participating member of the Columbia County Planning Commission, it will be necessary that you be sworn into office. This may be done at your convenience in the office of the County Clerk, on the main floor of the Courthouse. Please bring this letter with you during the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

It is a pleasure for us to make this appointment, and we look forward to you active participation as a member of this committee.

Sincerely,

Henry Heimuller Chair

/jn

C: Karen Schminke, LDS Director County Clerk



Direct (503) 397-4322 Fax (503) 366-7243

www.co.columbia.or.us

Board of Commissioners Office

Commissioners

Margaret Magruder Henry Heimuller Alex Tardif

Administration

Jacyn Normine

November 13, 2019

Steven Reed PO Box 582 St. Helens, OR. 97051

Dear Steven,

The Board of Commissioners are pleased to advise you that you have been reappointed to 4-H Extension Service District Budget Committee. Your term will expire on December 31, 2022.

It is a pleasure for us to make this reappointment, however should you decide not to accept the position, please contact the Board of Commissioners office at 503-397-4322 as soon as possible. For additional information about this committee, please contact Chip Bubl at the Extension Service Office.

We look forward to you active participation as a member of this committee.

Sincerely,

Henry Heimuller Chair

/jn

C: Chip Bubl



ST. HELENS, OR 97051

230 Strand St., Room 338 Direct (503) 397–4322 Fax (503) 366–7243 www.co.columbia.or.us

Board of Commissioners Office

Commissioners

Margaret Magruder Henry Heimuller Alex Tardif

Administration

Jacyn Normine

1854 OREGON

ST. HELENS, OR 97051

230 Strand St., Room 338 Direct (503) 397–4322 Fax (503) 366–7243 www.co.columbia.or.us

November 13, 2019

Ellen Bailey

Dear Ellen, PO Box 613 St. Helens, OR. 97501

The Board of Commissioners are pleased to advise you that you have been reappointed to membership on the Columbia County Civil Service Commission. Your term will expire on December 31, 2025.

It is a pleasure for us to make this reappointment, however should you decide not to accept the position, please contact the Board of Commissioners office at 503-397-4322 as soon as possible. Additional information about this committee can be obtained by contacting Jean Ripa at 503-397-7264 or by email at jean.ripa@columbiacountyor.gov

We look forward to you active participation as a member of this committee.

Sincerely,

Henry Heimuller Chair

/jn

C: Jean Ripa

Board of Commissioners Office

Commissioners

Margaret Magruder Henry Heimuller Alex Tardif

Administration

Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338 Direct (503) 397–4322 Fax (503) 366–7243 www.co.columbia.or.us

November 6, 2019

Dear Advisory Committee Members,

Thank you for your work and dedication to the Revenue Project. We truly appreciate the time that you put into this. Attached is the final version as presented to the Board. As we move forward with potential implementation we will rely on you as key allies to for guidance and outreach. We look forward to your continued support with this project. If you have any questions or concerns please let us know.

Best Wishes,
Alex Tardif
Henry Heimuller
Margaret Magruder

Board of Commissioners Office

Commissioners

Margaret Magruder Henry Heimuller Alex Tardif

Administration

Jacyn Normine



ST. HELENS, OR 97051

230 Strand St., Room 338 Direct (503) 397–4322 Fax (503) 366–7243 www.co.columbia.or.us

November 6, 2019

Dear Department Heads,

Greetings! As you know the county has been working on a revenue study to determine how we move forward and fund certain operations. We are happy to share the results of the project. Attached is the Final Report of the revenue project for your viewing pleasure. Please ensure that you share this with your team members so that all county staff are aware of it and if you have any questions or comments please let us know.

Alex Tardif	
Henry Heimuller	
Margaret Magruder	

PUBLIC SERVICES CONTRACT (ORS Chapter 279B) by and between COLUMBIA COUNTY AND BI INCORPORATED FOR ELECTRONIC MONITORING SERVICES

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and BI Incorporated, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

- 1. <u>Effective Date</u>. This Agreement is effective on the date last signed, below.
- 2. <u>Completion Date</u>. The completion date for this Agreement shall be no later than three (3) years from the effective date.
- 3. <u>Contractor's Services</u>. Contractor agrees to provide the services described in Contractor's Proposal which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. Sections 8 and 9 of Exhibit "A" shall not apply to this Agreement. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
- 4. <u>Consideration</u>. County shall pay Contractor on a time and materials basis as set forth in Exhibit A to Contractor's Proposal (Exhibit 1), in an amount not to exceed \$22,500. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.
- 5. Contract Representatives. Contract representatives for this Agreement shall be:

FOR COUNTY
Janet Evans, Director
Department of Community Justice
901 Port Ave.
St. Helens, Oregon, 97051

FOR CONTRACTOR Ruth Skerjanec, VP Financial Planning 6265 Gunbarrel Avenue, Suite B Boulder, CO 80301

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

- 6. <u>Permits Licenses</u>. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
- 7. <u>Compliance with Codes and Standards</u>. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all

other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.

- 8. <u>Reports.</u> Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
- 9. <u>Independent Contractor</u>. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
- 10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.

- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. Contractor shall promptly, as due, make payment to any person, co- partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.
- C. Contractor shall pay persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
 - Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- D. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
- 12. <u>Nonassignment; Subcontracts</u>. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
- 13. <u>Nonwaiver</u>. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
- 14. <u>Indemnification</u>. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. The County's right to

be indemnified does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.

15. <u>Insurance</u>. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

Coverage shall be carried for the duration of the applicable statute of repose in Oregon. All of CONTRACTOR's and subcontractor's liability insurance policies, with the exception of worker's compensation, shall contain a waiver of subrogation against the County.

- 16. <u>Termination</u>. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - A. If Contractor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate in the County's sole discretion to allow the work to continue in accordance with the project schedule or if the Columbia County Jail closes partially or fully.
 - D. If Grant requirements are not met.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

- 17. <u>Time of the Essence</u>. The parties agree that time is of the essence in the performance of this agreement.
- 18. <u>Ownership of Documents</u>. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by

Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.

- 19. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 20. <u>Choice of Law.</u> This Agreement shall be governed by the laws of the State of Oregon.
- 21. <u>Venue</u>. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 22. <u>Attorneys Fees</u>. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 23. <u>Severability</u>. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 24. <u>No Third-Party Rights</u>. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

Page 5 of 6

/// /// /// /// /// /// /// /// /// /// /// /// /// /// /// /// /// 25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS)
CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER,
CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND
EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER,
CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE
SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO
UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT
SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE
OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT
HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS
TERMS AND CONDITIONS.

CONTRACTOR	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
Name:	_ By:
	Henry Heimuller, Chair
Ву:	_ By:
•	Margaret Magruder, Commissioner
Title:	_ By:
	Alex Tardif, Commissioner
Date:	_ Date:
Approved as to form	
By:	_
Office of County Counsel	

ELECTRONIC MONITORING SERVICE AGREEMENT

Agreement No. 050118CH1

This Electronic Monitoring Service Agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and COLUMBIA COUNTY JUVENILE PROBATION ("Agency") with its principal place of business at 230 STRAND STREET, ST. HELENS, OR 97051

This Agreement outlines the responsibilities of each party relative to the operation of an electronic monitoring program.

This Agreement by the stated parties is effective as of the date of Agency's signature and the earlier of either BI's signature or implementation of services as provided herein ("Effective Date"), in which event the Monitoring Service Agreement No. 041509LF3 shall terminate.

WHEREAS, Agency has determined that a present need exists for the products and services set forth in this Agreement; and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject; and

WHEREAS, Agency and BI agree that the terms and conditions of this Agreement apply to the products and services to be provided hereunder; and

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. **DEFINITIONS**

- 1.1 "Active Unit": A Unit which is assigned to a Client and is being monitored by BI.
- 1.2 "Active Unit Day": Any day, or any portion thereof, in which there is an Active Unit.
- **1.3** "Authorized Personnel": Those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.
- **1.4** "Client": A person subject to Agency's electronic monitoring program.
- **1.5** "Confidential Information": Any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.
- **1.6** "Documentation": User guides, reference manuals, and other documentation provided by BI in connection with the Equipment provided under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.
- **1.7** "Equipment" or "Unit": Manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.
- **1.8** "GPS": Global positioning system.
- **1.9** "Supplies": Straps, latches, and batteries for the BI transmitter.

2. Monitoring Service

- **2.1 Description.** The Monitoring Service consists of Equipment or Units and BI's central host computer system running TotalAccess or similar monitoring software applications (described below). Units are issued to the Clients by the Agency. The TotalAccess system is located in BI's offices. The Units communicate with TotalAccess through cellular telephone service or the Client's landline telephone service.
- **2.2 TotalAccess.** TotalAccess is a secure and password protected proprietary application that supports the BI continuum of radio frequency, GPS, and alcohol monitoring equipment
- **2.3 System Maintenance.** Agency acknowledges that BI must perform periodic maintenance on the host computer system. During the performance of this maintenance, the system may be required to be temporarily 'off-line'. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. BI's SERVICES

3.1 Training.

- 3.1.1 Initial Training. BI will provide an initial training session at no cost to Agency regarding the operation and use of the services provided in this Agreement prior to the commencement of the Agency's electronic monitoring program. This training is a requirement before commencement of services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training certified by BI.
- **3.1.2 TotalAccess Training.** All TotalAccess training sessions shall be conducted via a remote service such as web conferencing.
- 3.1.3 Additional Training. Additional training is available and may be subject to a training charge.
- **3.2 Agency Support.** BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, monitoring services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.
- **3.3 Rental Maintenance.** BI shall maintain the Equipment provided hereunder at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI. Shipment shall be in accordance with BI's Return Material Authorization (RMA) Policy described in subsection 3.4 below.
- 3.4 Return Material Authorization (RMA) Policy. Freight charges to and from Bl's facility for Equipment eligible for return hereunder shall be paid by Bl when pre-authorized by a Return Material Authorization (RMA) number issued by Bl's Customer Business Services Department and only when Bl's pre-printed shipping labels are used. Bl's pre-printed shipping labels provide Agency with ground delivery to Bl's facility. Freight charges incurred by Bl for Equipment which is returned in a manner which is inconsistent with Bl's pre-printed shipping labels or without an RMA number will be charged back to Agency. Bl's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

4. EQUIPMENT

- 4.1 Supplied by BI. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing BI supplied Equipment shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and installation kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.
- 4.2 Supplied by Agency. Agency may, subject to prior approval by BI, supply its own Units or equipment to be utilized hereunder. Any such Unit or item of equipment must be compatible with BI's host computer monitoring system. Units and/or equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1 and/or Section 6.2. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Unit supplies (batteries, latches, and straps) if it is supplying Units and/or Equipment hereunder.
- **4.3 Inspection of Equipment.** Upon providing written notice at least two (2) business days prior, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting it, observing its use, or conducting an inventory.
- **4.4 Freight.** Bl will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

5. AGENCY'S OBLIGATIONS. Agency agrees as follows:

- **5.1** to identify Authorized Personnel;
- **5.2** to retain complete authority and responsibility for Client selection, enrollment and alert management;
- **5.3** to be responsible for all liaison work with the involved courts and/or agencies;
- 5.4 to fulfill all Agency requirements to access and utilize BI's TotalAccess monitoring system;
- 5.5 to perform or oversee orientation in compliance with BI policy. Orientation, in accordance with BI policy, establishes Equipment use guidelines. Agency will ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment.
- 5.6 to be responsible for the proper use, management and supervision of Equipment; and
- **5.7** to ensure that users have completed training in access and use of the Monitoring Service, including TotalAccess.

6. COST OF SERVICES

- **6.1 Unit Rental Charge.** For every Unit provided to Agency by BI, Agency shall pay to BI rent for each day in any given month that a Unit is in Agency's possession (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A.
- **6.2** Additional Rental Charge. For any additional items of Equipment or component of a Unit provided by BI and in Agency's possession, Agency shall pay to BI daily or monthly rent for that item of Equipment as set forth in Exhibit A.
- **6.3 Service Charge.** Every Active Unit is subject to a daily charge as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.
- **6.4 Net 30.** Bl will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to Bl within thirty (30) days of receipt of Bl's invoice. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.
- **6.5 Taxes.** Except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

7. TERM, TERMINATION, RENEWAL

- **7.1 Term.** The initial term of this Agreement is for one (1) year from the Effective Date, and will renew automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein.
- **7.2 Termination for Convenience.** This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.
- **7.3 Notice.** All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail or delivered by messenger.
- **7.4 Termination for Default.** This Agreement may be terminated by a party upon thirty (30) days prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of any term of this Agreement, and the defaulting party does not remedy such default or breach within thirty (30) days following the date of such notice.
- 7.5 Return. Upon expiration or termination of this Agreement, Agency shall immediately return all property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the term of this Agreement or thereafter.

8. LIMITATION OF LIABILITY

8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.

- 8.2 Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, BI EXCLUDES THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE MONITORING SERVICE OR EQUIPMENT FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE MONITORING SERVICE OR EQUIPMENT IS COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.
- **8.3 Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE SERVICE OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT.
- **8.4** Acts. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.
- **8.5 Telecom.** Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

9. INDEMNIFICATION COVENANTS

- **9.1 General.** Bl will indemnify Agency from and against all liability resulting from the negligence or willful misconduct of Bl, its employees and agents in the providing of the services set forth herein. Agency will indemnify Bl from and against all liability resulting from the negligence or willful misconduct of Agency, its employees and agents in the operation and use of the services as set forth herein.
- 9.2 Acts. Because BI does not approve those persons and/or Clients subject to Agency's electronic monitoring program, Agency agrees to indemnify BI from and against all liability resulting from the acts committed by those persons subject to its electronic monitoring program.
 As used in this Agreement, the term "liability" includes but is not limited to legal fees and expenses, penalties and interest.
- **9.3 Survival.** This Section 9 shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

- 10.1 BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.
- **10.2** Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the Documentation or any confidential information or trade secrets of BI.
- 10.3 BI will issue Agency a login ID and a password for use in accessing Total Access and the specific Client information for that Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful control of the login ID and password. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password

- or any part thereof by any person or entity. Bl is not responsible for breaches in security resulting from third party access to Agency's password.
- 10.4 Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology.
- 10.5 Agency agrees not to make any attempt to gain any unauthorized access to any other Agency's or user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and could result in criminal and civil liability.
- 10.6 Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.
- 11. INSURANCE. Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect.
- 12. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, telecommunications services both wireless and wire systems, including cell phones, pagers, and the like, differences with employees or similar or dissimilar causes beyond BI's reasonable control.

13. GENERAL

- **13.1** Each party is obligated to protect the proprietary rights and trade secrets which must be revealed during the course of business. Such obligation shall be for the term of the Agreement and five (5) years thereafter. Protection shall be interpreted as against the use of such information in a way deemed detrimental to the other party. Publicly available information shall not be considered proprietary.
- **13.2** This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.
- 13.3 Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement.
- 14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. In the event that a dispute arises with respect to any of the provisions herein contained or any other matter affecting the relationship between BI and Agency it shall be resolved by arbitration in Denver, Colorado in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses (including arbitration and or court costs, witness fees and other reasonable expenses) shall be awarded to the prevailing party.
- **15. ENTIRE AGREEMENT.** The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

- **16. ASSIGNMENT AND SUBCONTRACTING.** This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written approval of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.
- **17. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BIINCORPORATED	COLUMBIA COUNTY JUVENILE PROBATION
Signature	Signature
Ruth Skerjanec Printed Name	Printed Name
VP, Financial Planning Printed Title	Printed Title
Date	Date

EXHIBIT A

TO THE ELECTRONIC MONITORING SERVICE AGREEMENT Agreement No. 050118CH1 ("Agreement") between BI INCORPORATED ("BI")

and

COLUMBIA COUNTY JUVENILE PROBATION ("Agency")

Pursuant to Section 6 of the Electronic Monitoring Service Agreement referenced above, the cost to Agency for the services rendered by BI is as follows:

Service - Standard

HOMEGUARD 200 UNIT CHARGES:

HomeGuard® 200 Unit Rental Charge: \$1.20 per day per Unit provided from BI inventory.

HomeGuard 200 Monitoring Service Charge: \$1.15 per Unit per active day.

Total HomeGuard 200 Unit Charge: \$2.35 per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

Twenty Percent (20%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 20% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% allowance, Agency will incur a \$1.20 charge per unit per day.

No HomeGuard 200 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 200 Units. Replacement costs for HomeGuard 200 Units are the following: HomeGuard 200 Receiver - \$1,320.00 each and HomeGuard 200 Transmitter - \$575.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

HOMEGUARD 206 UNIT TERMS AND CHARGES:

HG206 HomeGuard Digital Cell Unit Rental Charge: \$2.80 per day per Unit provided from

BI inventory.

HG206 HomeGuard Digital Cell Monitoring Service Charge: \$1.15 per Unit per active day.

Total HG206 HomeGuard Digital Cell Unit Charge: \$3.95 per Unit per day.

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

One (1) HG206 HomeGuard Digital Cell Unit No-charge Spare: Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, one (1) inactive HG206 HomeGuard Digital Cell Unit at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG206 HomeGuard Digital Cell Units in excess of the one (1) spare allowance, Agency will incur a \$2.80 charge per unit per day.

No HG206 HomeGuard Digital Cell Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HG206 HomeGuard Digital Cell Units. Replacement costs for HG206 HomeGuard Digital Cell Units are the following: HG206 HomeGuard Digital Cell Receiver - \$1,620.00 each; and HG206 HomeGuard Digital Cell Transmitter - \$575.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

TAD UNIT TERMS AND CHARGES:

TAD ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge: \$4.53 per Unit per day provided from BI inventory.

TAD Alcohol Only Monitoring Service Charge: \$2.00 per Unit per active day.

Total TAD Alcohol Only Charge: \$6.53 per Unit per day.

TAD WITH RF CHARGES:

TAD Monitoring Unit Rental Charge: \$4.53 per Unit per day provided from BI inventory.

TAD with RF Monitoring Service Charge: \$2.00 per Unit per active day.

Total TAD with RF Charge: \$6.53 per Unit per day.

TAD PLUS CELLULAR - ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge: \$4.53 per Unit per day provided from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: \$1.52 per Unit per day provided from BI inventory.

TAD Alcohol Only Monitoring Unit Service Charge: \$2.00 per Unit per active day.

Total TAD Plus Cellular – Alcohol Only Charge: \$8.05 per Unit per day.

TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge: \$4.53 per Unit per day provided from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: \$1.52 per Unit per day provided from BI inventory.

TAD with RF Monitoring Service Charge: \$2.00 per Unit per active day.

Total TAD Plus Cellular - with RF Monitoring Charge:\$8.05 per Unit per day.

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

One (1) TAD Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, one (1) inactive TAD Unit at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the one (1) spare allowance, Agency will incur a \$4.53 charge per unit per day.

One (1) TAD Cellular HomeBase Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, one (1) inactive TAD Cellular HomeBase Unit at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the one (1) spare allowance, Agency will incur a \$1.52 charge per unit per day

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,750.00 each; TAD HomeBase - \$1,750.00 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,250.00 each.

Supplies: Fiber optic strap \$30.00

Reasonable Supplies: BI will provide reasonable supplies for supply items excluding the fiber optic strap.

LOC8 TERMS AND CHARGES:

LOC8 Component Rental: \$3.00 per day per Unit provided from BI inventory.

OPTION A: LOC8 WITH 1.30.W5.C30.ZX SERVICE: Standard

LOC8 - GPS Collection Rate once (1) per minute, Data Transmission every thirty (30) minutes, Wi-Fi Locate every five (5) minutes (If GPS not found), Cell Tower Locate every thirty (30) minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 1.30.W5.C30.ZX Service: \$2.00 per day per Unit provided from BI inventory.

LOC8 1.30.W5.C30.ZX Total: \$5.00 (total of LOC8 Components and

LOC8 **1.30.W5.C30.ZX** Service charges)

ADDITIONAL SERVICES:

Freight: BI will pay for the cost of shipping Units and other Equipment, Supplies and Accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

One (1) LOC8 Unit No-charge Spare: Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, one (1) LOC8 Unit at no charge (not subject to the Unit Rental Charge while not in use). For any inactive LOC8 Units in excess of the one (1) spare allowance, Agency will incur a \$3.00 charge per unit per day. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No LOC8 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 Equipment.

Replacement costs: LOC8 Tracking Unit - \$2,099.00 each; LOC8 Beacon - \$300.00 each;

Supplies: LOC8 wallcharger - \$49.00 each; LOC8 Battery - \$35.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

PERSONAL SERVICES CONTRACT (ORS Chapter 279B) BY AND BETWEEN COLUMBIA COUNTY AND EVERGREEN SOLUTIONS, LLC FOR CLASSIFICATION AND COMPENSATION STUDY

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Evergreen Solutions, LLC, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

- 1. <u>Effective Date</u>. This Agreement is effective on the date last signed, below.
- 2. <u>Completion Date</u>. The completion date for this Agreement shall be no later than eight (8) months from the effective date.
- 3. <u>Contractor's Services</u>. Contractor agrees to provide the classification and compensation services described in the Request for Proposals for Compensation Study, a copy of which is attached hereto as Exhibit "1", and is incorporated herein by this reference, Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "2" and incorporated herein by this reference, Clarifying Questions and Answers, which are attached hereto as Exhibit "3" and are incorporated herein by this reference, and Contractor's Fee Proposal for Classification, Compensation and Fringe Benefit Study, which is attached hereto as Exhibit "4" and is incorporated herein by this reference. In case of conflict between this Agreement and its Exhibits, this Agreement shall control followed by Exhibit 4, Exhibit 3, Exhibit 2, and Exhibit 1, in that order.
- 4. <u>Consideration</u>. County shall pay Contractor on a fee-for-service basis, the amount set forth in Exhibit "4" not to exceed \$54,500. In addition, the County may request additional site visits beyond the three included in Contractor's proposal and shall pay Contractor's actual travel costs to conduct such site visits. These fees shall be the complete compensation to Contractor for the services performed under this agreement and shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.

5. <u>Contract Representatives</u>. Contract representatives for this Agreement shall be:

FOR COUNTY

FOR EVERGREEN SOLUTIONS

Jean Ripa Human Resources Director 230 Strand, Room St. Helens, Oregon 97051 503-397-7264 Dr. Linda Recio President 2878 Remington Green Circle Tallahassee, Florida 32308 850-383-0111

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

- 6. <u>Permits Licenses</u>. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
- 7. <u>Compliance with Codes and Standards</u>. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
- 8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
- 9. <u>Independent Contractor</u>. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental

coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).

- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
- 10. <u>Statutory Provisions</u>. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279B.220(4)]
- B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
- C. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract

who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [ORS 279B.235 (3)]

- D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279B.235 (2)]
- E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
- F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 11. <u>Non-Discrimination</u>. Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.
- 12. <u>Tax Compliance</u>. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
- 13. <u>Nonassignment; Subcontracts</u>. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
- 14. <u>Nonwaiver</u>. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.

- 15. <u>Indemnity</u>. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- 16. <u>Insurance</u>. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
- 17. <u>Termination</u>. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before

such termination.

- 18. <u>Time of the Essence</u>. The parties agree that time is of the essence in this Agreement.
- 19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 20. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 21. <u>Choice of Law</u>. This Agreement shall be governed by the laws of the State of Oregon.
- 22. <u>Venue</u>. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 23. <u>Attorney's Fees</u>. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 24. <u>Severability</u>. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 25. <u>No Third-Party Rights</u>. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- 26. <u>Counterparts</u>. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 27. <u>ENTIRE AGREEMENT</u>. THIS AGREEMENT (INCLUDING THE EXHIBITS) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER.

CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR	COUNTY			
EVERGREEN SOLUTIONS, LLC	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON			
Ву:	_			
Name:	By: Henry Heimuller, Chair			
Date:	By:			
	Margaret Magruder, Commissioner			
Approved as to form	By:Alex Tardif, Commissioner			
Ву:	,			
Office of County Counsel	Date:			



COVER PAGE

Human Resources

COMPENSATION STUDY

Intermediate Request for Proposal (RFP)

[RFP #C00055-0424-19]

Date of Issue: April 24, 2019

Closing Date and Time: May 29, 2019 4:30 pm

Single Point of Contact (SPC): LaVena Sullivan

Address: 230 Strand Street

City, State, Zip St. Helens, Oregon 97501 Phone (voice) 503-397-0060 X8428

Email: <u>lavena.sullivan@co.columbia.or.us</u>

Columbia County Mission:

At Columbia County, we serve with integrity and leadership to provide responsible government. We engage by listening and being proactive to community needs. We connect to build partnerships and opportunities. We innovate with resourcefulness to promote a healthy and prosperous Columbia County.

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Attachment A Sample Contract Attachment B Affidavit of Trade Secret Attachment C Proposer Information and Certification Sheet

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

Columbia County, acting by and through the authority of the Columbia County Board of County Commissioners, ("County"), is issuing this Request for Proposals for:

A compensation study of most exempt and non-exempt classifications at the County as well as an equal pay analysis in compliance with the Oregon Equal Pay Law. The County is also seeking Proposals to conduct an optional classification study of these same positions.

Additional details on the project are included in the Scope of Work and Specifications sections.

The County reserves the right to award contracts under this RFP to more than one Proposer. Proposals may be issued for a single service area, a group of service areas or all service areas. The County may contract with different consultants for each service or group of services requested under this RFP. It may choose not to issue a contract in any particular service area.

1.2 SCHEDULE

The table below represents a tentative schedule of events. With the exception of dates marked with an asterisk (*), all dates are estimates and may change at the County's sole discretion. All times are listed in Pacific Time, and the County will use the date/time clock in the Columbia County Finance Office to record delivery. All submissions will be date and time stamped upon receipt

Event	Date	Time	
Questions / Requests for Clarification Due *	May 8, 2019	4:30 PM	
Solicitation Protest period begins* May 22, 2019			
Closing (Proposal Due)*	May 29, 2019 4:30 pm		
Issuance of Notice of Award (approx.)	June 26, 2019		

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

This RFP is issued under the authority of the Columbia County Board of Commissioners.

The County is using the Informal Selection Procedure method, pursuant to the Columbia County Personal Services Contracting Ordinance 38-2006, as amended. The County will award one or more contracts as determined to be in the best interest of the County.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words are defined in the OAR 125-246-0110, except as otherwise defined herein.

2.3 OVERVIEW AND PURPOSE

As part of the County's current bargaining agreement with one of its employee unions American Federation of State, County and Municipal Employees (AFSCME), it was agreed that a compensation study be conducted for certain County positions. The County has decided to expand the scope of this study to include most of the County's non-exempt and exempt classifications. The County also desires to have an equal pay analysis under the Oregon Equal Pay Law conducted. The successful Proposer will design and execute a comprehensive compensation study; design and execute an equal pay analysis and perform work necessary to deliver a complete and comprehensive recommendation. The County is also considering expanding the scope of this project to include a classification analysis of the reviewed positions.

The equal pay analysis will include approximately 92 classifications (of which 18 include I-II or I-III series). The compensation study will include review of approximately 45 non-exempt classifications (of which 16 include I-II or I-III series) and 36 Fair Labor Standard Act (FLSA) exempt classifications (one of which contains a 1-Senior series). The classification study will include approximately 133 full time employees.

The County has formed a joint union labor-management Compensation Study Committee ("CoSC"). The Committee will be involved throughout the process by way of review and oversight and will need to be educated on the concepts underlying the study and analysis and be given regular updates. Work is to begin in mid 2019 and be completed by the end of January, 2020. The exact scheduled dates will be confirmed during discussions with the selected Proposer.

2.4 SCOPE OF WORK/SPECIFICATIONS

The selected Proposer will work with, and cooperate with, the County's Human Resources Director and the CoSC in rendering services pursuant to this RFP. The selected Proposer will be expected to perform the following work:

Based on approved classifications, perform a salary survey using pre-established agreed upon criteria for job classification comparables. Care should be taken to compare job classification in organizational settings similar to the County. Differences such as work hours, FLSA exempt/non-exempt status and/or other pay components should be factored in.

Prepare a draft report of results and analysis for review by the Human Resources Director and the CoSC. From feedback, prepare final salary recommendations in report form.

Perform an equal pay analysis on designated classifications and include recommendations in a final report to the HR Director.

As an option, and at the request of the County, the contractor may perform a classification study which would include:

- In conjunction with input from the CoSC, design the classification study to achieve the goals of the County. This will include a suitable and valid point factor system and recommendations for classification groupings.
- Design necessary forms and questionnaires to collect information from employees and supervisors and train employees to properly fill out forms. Training will be conducted in group settings.
- Conduct follow-up interviews with individuals or groups to clarify information from questionnaires. Include a process for employees to challenge results if discrepancies arise.
- Analyze information and prepare draft Classification Report and recommendations to present to the CoSC.
- From information received during the Classification Study, update the County's job descriptions in a format approved by the Human Resources Director.
- As an option and separate project, the County may request the contractor to conduct a survey with analysis regarding fringe benefits.

The project is to be completed by January 31, 2020.

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

There are no minimum qualifications

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Proposal Format and Quantity

Proposal should follow the format and reference the sections listed in the Proposal

Content Requirements section 3.3. Responses to each section and subsection should be labeled to indicate the item being addressed.

Proposer shall submit one original signed Proposal, plus 9 copies, and one electronic copy of the complete Proposal on electronic media (USB drive) in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). The total combined size of the Proposal should be compressed so it does not exceed 10 megabytes.

The Proposer Information and Certification Sheet (Attachment C) must bear the Proposer's authorized representative's Signature. If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.410 through 192.505), Proposer shall complete and submit the Affidavit of Trade Secret (Attachment B) and shall submit one complete fully redacted version of its Proposal, clearly identified as the redacted version.

Proposer shall submit its Proposal in a sealed package addressed to the SPC with the Proposer's name and the RFP title and number clearly visible on the outside of the package.

3.2.2 Authorized Representative

Failure of the authorized representative to sign the Proposal Information and Certification Sheet (Attachment C) may subject the Proposal to rejection by the County.

3.3 PROPOSAL CONTENT REQUIREMENTS

Proposals must address each of the items listed in this section and all other requirements set forth in this RFP. Proposers shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposals should not include extensive art work, unusual printing or other materials not essential to the utility and clarity of a Proposal. Do not include marketing or advertising material in the Proposal. Proposals should be straightforward and address the requirements of the RFP. Proposals containing excess marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

- Attachment B Disclosure Exemption Affidavit (only required if Proposal contains confidential information)
- Attachment C Proposer Information and Certification Sheet (mandatory return)

3.3.1 References

Provide a minimum of five (5) references from current or former client firms for similar projects performed for any clients within the last 10 years. References must be able to verify the quality of previous, related Work.

Include names, positions, and telephone numbers of the references and the types of services provided.

The County may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. County may use references to obtain additional information, or verify any information needed. County may contact any reference (submitted or not) to verify Proposer's qualifications.

3.3.2 Proposer's Experience and Qualifications

Describe the experience of your firm in local governmental human resources consulting services and in particular the execution of classification and compensation studies and pay equity analysis.

Describe Proposer's experience developing and delivering materials that align with the County's Scope of Work described in this RFP.

Describe Proposer's experience collecting and analyzing data in regards to Compensation and Classification Studies and Fringe Benefit and Equal Pay analysis.

Describe Proposer's experience working with committees and union members.

3.3.3 Key Persons and their Resumes

Specify key persons to be assigned to this project, and include a current resume (not to exceed 2 pages each) for each individual that demonstrates qualifications and experience for the Work described.

Include Proposer's plan to ensure that Key Person(s) are available to perform the work and provide support throughout the duration of the project.

Include the duties assigned to and responsibilities of each Key Person and document the experience and qualifications of each person with such duties.

3.3.4 Project Implementation Plan

Briefly describe how Proposer would carry out the major activities of this project in context with the Scope of Work. Provide a comprehensive management plan that the Proposer intends to follow and how timelines and deliverables will be met. Illustrate how the plan will serve to coordinate and accomplish the Work on or before the completion date of January 31, 2020.

3.3.5 Price Proposal

Submit a detailed Price Proposal stating the price for each deliverable and the total price for the entire project. The Price Proposal should include hourly rates and incidental expenses (e.g., travel) required to carry out the work described.

Proposers must include a narrative to describe how the proposed price corresponds to the individual's hourly rates and the specific services being performed. Include a breakdown of all labor, and expenses. Describe how Proposer plans to invoice for any services, and related expenses.

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP, including all Addenda and attachments, is published on the Oregon Procurement Information Network (ORPIN) at http://orpin.oregon.gov. RFP documents will not be mailed to prospective Proposers.

County will advertise all Addenda on ORPIN. Prospective Proposer is solely responsible for checking ORPIN to determine whether or not any Addenda have been issued. Addenda are incorporated into the RFP by this reference.

Information on this RFP and how to register as a supplier for ORPIN can be found at Columbia County's web site: http://www.co.columbia.or.us/requests-for-proposals.

4.2 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email;
- Reference the RFP number;
- Identify Proposer's name and contact information;
- Refer to the specific part of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

Consistent with the County's Personal Services Contracting Rules all protests of this solicitation are limited to the following issues and filing times: Prospective personal service contractors may file a written protest, or request for change of particular solicitation provisions, specifications, or contract terms and conditions no later than seven calendar days prior to the close of the solicitation. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provisions, specifications, or contract terms and conditions. No protest against selection of a personal services contractor because of the content of the solicitation provisions, specifications or contract terms and conditions, shall be considered after the deadline established for submitting a protest.

4.3 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected.

Delivery through Mail or Parcel Carrier

A Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the RFP title and number. It must be addressed to the attention of the SPC at the address listed on the Cover Page.

Delivery in Person

A Proposal may be hand delivered, and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during the County's normal Monday – Friday business hours of 8:30 a.m. to 5 p.m. Pacific Time, except during State of Oregon holidays and other times when the County offices are closed. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the Finance counter at the address listed on the Cover Page.

4.4 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal it must submit its modification by one of the authorized methods listed in the Proposal Delivery Options section, above. To be effective, the notice must include the RFP title/number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its withdrawal to the SPC via email, facsimile, or hard copy prior to closing. To be effective the notice must include the RFP number.

4.5 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.6 PUBLIC OPENING

There will be no public Opening of Proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award is issued. However, the County will record and make available the identity of all Proposers after Opening.

4.7 PROPOSAL REJECTION

The County may reject a Proposal for any of the following reasons:

 Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal. Proposer makes any contact regarding this RFP with any County representatives such as County employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.

- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on the County's acceptance of any other terms and conditions
 or rights to negotiate any alternative terms and conditions that are not reasonably
 related to those expressly authorized for negotiation in the RFP or Addenda.

4.8 EVALUATION PROCESS

4.8.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with the Minimum Submission Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected. However, the County may waive minor mistakes in its sole discretion.

4.8.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of the CoSC. CoSC evaluators may change and the County may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points available in the Point and Score Calculation section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal.

4.9 PROPOSAL EVALUATION CRITERIA

Scores are the points assigned by each CoSC evaluator.

The maximum points possible for each evaluation item are listed in the table below.

The SPC will average all scores for each evaluation criterion.

Proposal Content Requirements			
Evaluation Criteria	Points per Section		
References 3.3.1	10		
Proposer's Experience and Qualifications 3.3.2	20		
Key Persons and their Resumes 3.3.3			
Project Implementation Plan 3.3.4	30		

Price Proposal 3.3.5		20
	Total points available	100

4.10 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal, calculated by totaling the points awarded by each CoSC evaluator and dividing by the number of evaluators.

The County will rank all Proposers at the conclusion of the evaluation and scoring and may, in the County's sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional competition is conducted, the County will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

4.11 NEXT STEP DETERMINATION

At the conclusion of a round of competition, the County may choose to conduct additional round(s) of competition if in the best interest of the County. Additional rounds of competition may consist of, but will not be limited to:

- Interviews;
- Presentations/Demonstrations/Additional Submittal Items;
- Discussions and submittal of revised Proposals;
- Serial or simultaneous negotiations;
- Best and Final Offers.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

County, if it awards a Contract, shall award a Contract based upon the scoring methodology and process described in Section 4. County may award less than the full Scope defined in this RFP.

5.1.2 Notice of Award

The Notice of Award will be provided to all Proposers upon successful negotiation of a contract with the selected Proposer.

5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposers who are selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

5.2.1 Insurance

Prior to award, Proposers shall secure and demonstrate to the County proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in the Sample Contract (Attachment A).

5.2.2 Taxpayer Identification Number

The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the County or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.2.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Information about these requirements may be found at http://sos.oregon.gov/business/pages/register.aspx.

5.2.4 Responsibility Inquiry

The County will determine if an apparent successful Proposer is Responsible prior to award and execution of the Contract.

At any time prior to award, County may reject a Proposer found to be not Responsible.

5.3 CONTRACT NEGOTIATION

5.3.1 Negotiation

After selection of a successful Proposer, the County may enter into Contract negotiations with the successful Proposer toward obtaining written agreement on tasks, staffing, performance schedule and a maximum not-to-exceed contract price which is fair and reasonable to the County, taking into account the estimated value, scope, complexity and nature of the services. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Contract (Attachment A), with the exception of those terms listed below for negotiation.

Proposer shall review the attached Sample Contract and note exceptions. Unless Proposer notes exceptions in its Proposal, the County intends to enter into a Contract with the successful Proposer substantially in the form set forth in Sample Contract (Attachment A). It may be possible to negotiate some provisions of the final Contract; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased price to the County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of the Office of County Counsel.

5.3.2 Protest Procedures

Consistent with the County's Personal Services Contracting Rules, every Proposer shall be mailed a copy of the selection notice sent to the highest ranked personal services contractor. A Proposer that claims to have been adversely affected or aggrieved by the selection of a competing personal services contractor, shall have seven calendar days after the date of the notice of selection to file a written protest of the selection with the County. To be adversely affected or aggrieved, a protester must claim that the protester was the highest ranked Proposer eligible for selection. The County will not consider a selection protest submitted late.

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, the County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity ("COBID") in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. The County also encourages joint ventures or subcontracting with certified small business enterprises. For more information please visit https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz

6.2 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of the State of Oregon for Columbia County located in St. Helens, Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of the County. By submitting a Proposal in response to this RFP, Proposer grants the County a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare

derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.410 through 192.505). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

The County may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County, as determined by the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.5 PRICE OF SUBMITTING A PROPOSAL

Proposer shall pay all costs and expenses related to submitting its Proposal, including, but not limited to, the cost to prepare and submit the Proposal, the cost of samples and other supporting materials, the cost to travel or to otherwise participate in demonstrations or interviews, and costs associated with protests.

6.6 RECYCLABLE PRODUCTS

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Contract. (ORS 279B.025)

Attachment A

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

This Agreement is made and entered into by and between COLUMBIA COUNTY, a
political subdivision of the State of Oregon, hereinafter referred to as "County", and
, hereinafter referred to as "Contractor".
WITNESSETH:

11	IS	HEKERA	AGREED	by	and	between	tne	parties	above-mentioned,	ın
considera	ition	of the mutu	ual promises	s he	reinaf	ter stated,	as fo	llows:		

- 1. <u>Effective Date</u>. This Agreement is effective _____.
- 2. <u>Completion Date</u>. The completion date for this Agreement shall be no later than
- 3. <u>Contractor's Services</u>. Contractor agrees to provide the services described in the Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.
- Contract Representatives. Contract representatives for this Agreement shall be:
 FOR COUNTY
 FOR CONTRACTOR

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. <u>Permits - Licenses</u>. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

- 7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
- 8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
- 9. <u>Independent Contractor</u>. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
- 10. <u>Statutory Provisions</u>. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279B.220(4)]
- B. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
- C. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [ORS 279B.235 (3)]
- D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279B.235 (2)]
- E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
- F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 11. <u>Non-Discrimination</u>. Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned

business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

- 12. <u>Tax Compliance</u>. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
- 13. <u>Nonassignment; Subcontracts</u>. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
- 14. <u>Nonwaiver</u>. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
- 15. <u>Indemnity</u>. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- 16. <u>Insurance</u>. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
- 17. <u>Termination</u>. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established

by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

- 18. <u>Time of the Essence</u>. The parties agree that time is of the essence in this Agreement.
- 19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 20. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 21. <u>Choice of Law</u>. This Agreement shall be governed by the laws of the State of Oregon.
- 22. <u>Venue</u>. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

- 23. <u>Attorney's Fees</u>. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 24. <u>Severability</u>. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 25. <u>No Third-Party Rights</u>. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- 26. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 27. THIS ENTIRE AGREEMENT. AGREEMENT (INCLUDING THE CONSTITUTES CONTRACTOR'S PROPOSAL) THE **ENTIRE AGREEMENT** BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO AGREEMENTS. OR REPRESENTATIONS. UNDERSTANDINGS. ORAL WRITTEN. NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:	OWNER:
Ву:	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
Name:	By: Henry Heimuller, Chair
Date:	By: Margaret Magruder, Commissioner
Approved as to form	By:Alex Tardif, Commissioner
By: Office of County Counsel	Date:

ATTACHMENT B - AFFIDAVIT OF TRADE SECRET

(Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

- **1.** I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
- 2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to Columbia County (County) in response to Request for Proposals [insert number], for Audit Services and I am familiar with the contents of the RFP and Proposal.
- **3.** I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
- 4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - **A.** A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - **ii.** is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

- **B.** Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

- **ii.** Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

My Commission Expires: _____

EXHIBIT A

Proposer identifies the following information as exempt from public disclosure:

ATTACHMENT C — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer:			
Address:			
City, State, Zip:			
State of Incorporation:			
Contact Name:	_Telephone:	Email:	
Oregon Business Registry Number (if required)	:	_	

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

- 1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that County has reserved for negotiation, as identified in the RFP.
- 2. Proposer acknowledges receipt of any and all Addenda to this RFP.
- 3. Proposal is a Firm Offer for 90 days following the Closing.
- **4.** If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
- **5.** I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
- **6.** Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
- **7.** Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - **A.** the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf, or
 - **B.** the government wide exclusions lists in the System for Award Management found at: https://www.sam.gov/portal/SAM/#1
- **8.** Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the County, on the other hand, arising out of, or relating in

- any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the County in writing.
- **9.** Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- 10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

1.	Proposer acknowledges these certifications are Contract at the time of Contract execution.	in addition to any certifications required in the
	Authorized Signature Print Name and Title	Date



ADDENDUM 1

REQUEST FOR PROPOSALS C00055-0424-19 For a Compensation Study

Date of Addendum: May 29, 2019

Issuing Office: Columbia County Human Resources

Office of Finance & Taxation

LaVena Sullivan, Procurement Specialist

230 Strand St.

St. Helens, OR 97051

Phone: (503) 397-7210, X8428

Fax: (503) 397-7251

E-mail: lavena.sullivan@co.columbia.or.us

This addendum is being issued for the following purposes:

1. Notify potential Proposers of the correct address to send their Proposals to.

2. Notify potential Proposers of the new closing date for proposals to be received by.

All other sections of the original RFP issued April 24, 2019 remain unchanged.

- 1. The RFP Closing Date and Time has been changed to **June 3, 2019 by 3:00 pm PT**. Proposals received after Closing will not be accepted.
- 2. Proposals must be received by the SPC no later than Closing at:

Columbia County
Office of Finance & Taxation
Attn: LaVena Sullivan
230 Strand Street

St. Helens, Oregon 97051

End of Addendum 1 RFP #C00055-0424-19

COLUMBIA COUNTY

Department of Finance and Taxation



230 Strand St., Room 254 Direct (503) 397–0060 Fax (503) 397–7251 www.co.columbia.or.us

Columbia County Compensation Study Clarification Questions regarding Vendor Proposals

- 1. How many job titles and employees were included in your proposal? *All County employees and job titles are to be included.* Is there any increased cost to add 4-6 additional titles and employees? If the County were to add even more, is there a cost band per title/employee? *We can include up to 20 additional employees at no extra cost.*
- 2. What is the percent or number of job titles to be included in compensation survey? **Approximately 60.**
- 3. What is the percent of Job Titles included in classification analysis? 100%
- 4. How many employee interviews are included in your proposal as part of classification analysis? *Approximately 24 interviews and focus groups.*
- 5. How many on-site visits did your proposal include? 3
- 6. Is there a cost to add additional onsite visits? If so, what is that cost? **We would only charge for the travel costs.**
- 7. Can you tell us the number of comparable entities used for your direct salary survey (versus published results)? *About 20.*
- 8. Do all tools and raw data become property of Columbia County at completion? Yes.
- 9. Please detail components of total compensation survey included in proposal such as listing all benefits/add-ons included as well as whether or not FLSA status is included.

Total compensation includes both salary and benefits surveys. Benefits data to be collected include but are not limited to:

- Insurance: health, dental, vision, disability (short- and long-term), and life;
- Retirement Options: traditional options, other options, offerings to retirees;
- Leave: accrual and caps, polices regarding voluntary and involuntary separation; and
- Fringe Benefits: employee assistance programs, tuition reimbursement, holidays, holiday pay policies, and additional pay (i.e. merit bonuses, longevity).
- Any special benefits requested by Columbia County.

COLUMBIA COUNTY

Department of Finance and Taxation



- 10. Did your proposal include analysis of insurance plan design or just employer/employee cost? *Only Employer/employee costs.*
- 11. Did your proposal include assistance with appeals of results by employees and, if so, at what level? **Yes, at the employee level; attached is a form/template we have used in the past.**



EVERGREEN SOLUTIONS, LLC **CLIENT NAME** STUDY NAME

EMPLOYEE APPEAL PROCESS

Client employees may seek reconsideration of the individual outcomes of the CLIENT NAME recent STUDY NAME by completing this employee appeal document.

Employees that want to request an individual appeal should complete and submit the attached form to the Human Resources (HR) department. HR will log in all forms and forward them to An employee may only seek reconsideration of Evergreen Solutions for review. recommendations related to the classification or job title for their position and/or the pay grade or pay range for their position. An employee may not seek reconsideration of their individual pay rate or salary.

Requests for appeals clearly and concisely state the employee's request and should provide adequate and accurate information supporting the reconsideration. Any supporting documentation should be attached to the request.

All requests for appeals on must be received by the HR department by close of business on Evergreen Solutions will review all reconsideration requests and provide recommended determinations by (DATE) to the CLIENT NAME's HR department. The CLIENT NAME will communicate the results of the requests to individual employees by (DATE.)

Please direct any questions you may have regarding this process to CLIENT HR NAME





	ЕМР	LOYEES			
Employee Name					
Department			Emp	oloyee ID	
Original Job					
Classification (Title)	et Te el (IAT) evibreitte e		Ī		
employee?	nt Tool (JAT) submitted	by or for this		Yes	No \square
Is your request relate classification (title)?	d to your job	Yes		No	
What job classification to be moved to?	n (title) are you reques	sting			
Please provide justific	cation for your request				
Is your request relate range?	d to your pay grade or	Yes		No	
What pay grade or ramoved to?	nge are you requesting	g to be			
Please provide justific	cation for your request				



DEPARTMENT DIRECTORS (Optional)		
Dept. Director Name		
Dept. Director Job Title		
Please provide commer	nts related to this employee's request.	

Employee Signature				
Date Submitted				

Exhibit 2

A Proposal to Conduct a Compensation Study for Columbia County, OR RFP #00055-0424-19

ORIGINAL





May 29, 2019

A Proposal to Conduct a Compensation Study for Columbia County, OR RFP #C00055-0424-19

Submitted to:

Ms. LaVena Sullivan, Accounting Clerk Columbia County 230 Strand Street St. Helens, Oregon 97501

Submitted by:



Evergreen Solutions, LLC 2878 Remington Green Circle Tallahassee, Florida 32308 (850) 383-0111 (ph) / (850) 383-1511 (fax)



Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308 850.383.0111 - fax 850.383.1511

May 24, 2019

LaVena Sullivan, Accounting Clerk Columbia County 230 Strand Street St. Helens, Oregon 97501

Dear Ms. Sullivan:

Evergreen Solutions, LLC is pleased to submit our proposal to conduct a Compensation Study for Columbia County. Our response is based on our review of your Request for Proposal (RFP #C00055-0424-19), our experience in working with hundreds of local governments and other public sector organizations, and our knowledge of best practices in human resource management.

Our firm was formed to provide an alternative to traditional consulting firms. We provide an innovative and effective option to our clients by focusing on creating a partnership with them and not simply being another service provider. Evergreen Solutions is a woman-owned limited liability company, certified as an M/WBE in many states and municipalities throughout the country. As a national firm, Evergreen Solutions continues to grow and our territory now includes 46 states.

Evergreen has worked with, or is currently on contract to work with, the following local government clients in providing work similar in scope to the services being requested: City of Albany, OR; City of Salem, OR; Spokane County, WA; City of Page, AZ; Town of Sahuarita, AZ; City of Santa Fe, NM; City of Carlsbad, NM; City of Rowlett, TX; City of Seguin, TX; City of Mont Belvieu, TX; City of Pearland, TX; City of Amarillo, TX; City of Sachse, TX; City of Athens, TX; City of Buda, TX; City of Duncanville, TX; City of Pflugerville, TX; City of Fredericksburg, TX; City of Temple, TX; City of Fate, TX; City of Farmers Branch, TX; City of Austin, TX; City of Sunset Valley, TX; Denton County, TX; Travis County, TX; Fort Bend County, TX; Town of Little Elm, TX; Sedgwick County, KS; Jefferson County, MO; St. Charles County, MO; Clay County, MO; City of Lee's Summit, MO; City of Branson, MO; City of Columbia, MO; City of Broken Arrow, OK; City of Fountain, CO; City of Manitou Springs, CO; San Miguel County, CO; Blount County, TN; City of Bloomington, IN; Mahoning County, OH; City of Pittsburgh, PA; City of Kalamazoo, MI; Kent County Levy Court, DE; City of Hyattsville, MD; City of Westminster, MD; City of Annapolis, MD; Washington County, MD; Allegany County, MD; City of Williamsburg, VA; City of Fredericksburg, VA; City of Suffolk, VA; City of Covington, VA; City of Newport News, VA; County of Culpeper, VA; Gloucester County, VA; Alleghany County, VA; King George County, VA; Prince George County, VA; James City County, VA; Essex County, VA; York County, VA; Loudoun County, VA; New Hanover County, NC; Guilford County, NC; Union County, NC; Gaston County, NC; City of Lancaster, SC; City of Chester, SC; City of Columbia, SC; City of Goose Creek, SC; City of Mauldin, SC; Charleston County, SC; Berkeley County, SC; Dorchester County, SC; Town of Mount Pleasant, SC; Town of Moncks Corner, SC; Town of Hilton Head Island, SC; Town of Summerville, SC; Town of Cheraw, SC; City of Kingsland, GA; City of Alpharetta, GA; City of Douglasville, GA; City of Savannah, GA; City of Garden City, GA; City of Roswell, GA; City of Brookhaven, GA; City of Statesboro, GA; City of Fayetteville, GA; City of Dublin, GA; Douglas County, GA; Forsyth County, GA; Lumpkin County, GA; Douglas County, GA; Manatee County, FL; Seminole County, FL; Pinellas County, FL; Charlotte County, FL; Miami-Dade County, FL; Osceola County, FL; Monroe County, FL; Pinellas County, FL; Bay County, FL; City of Melbourne, FL; City of Sunrise, FL; City of Panama City, FL; City of Hollywood, FL; City of Winter Park, FL; City of Palm Beach Gardens, FL; City of Doral, FL; City of Ft. Myers, FL; City of Ocala, FL; and many others. Information regarding the services provided to some of these clients can be found in Section 2 of our proposal.

The Evergreen Team is fully able to comprehend the challenges and goals of Columbia County because of our vast understanding of local government human resources. Our Team has considerable expertise in conducting compensation and equal pay studies and similar human resources work for local governments and other public sector organizations throughout the country. In fact, last year for the City of Albany, Oregon, Evergreen conducted a Pay Equity Study to ensure compliance with the Oregon Equal Pay Law (HB 2005). Specific information about the qualifications of our proposed project team can be found in **Section 3** of our proposal. Detailed resumes can be found in the **Appendix**.

Some of the human resource services Evergreen has focused on include: compensation studies; equal pay studies; classification studies; salary and benefits surveys; staffing studies and workload analyses; performance evaluation and appraisal system design; recruitment, hiring, and retention studies; strategic and workforce planning; and labor pool availability.

Through our experiences in conducting this wide range of projects, we have gained knowledge of all operations in local government human resources management. As a result, our team understands how critical an effective classification and compensation system is to the overall operation of a proficient and progressive municipality. Moreover, we have developed helpful methods and tools that assist our clients in implementing and maintaining our study recommendations and results.

Evergreen's approach to conducting a classification and compensation and equal pay study is not only from extensive human resources work with public sector clients, but also from direct feedback of our past local government clients. In essence, we offer our clients tools that are innovative as well as those that have been proven to work in real places with real people.

Some of the key facets of Evergreen's approach include:

- Emphasize is placed on communication as the key to a successful study completion as well as implementation. Our team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, County administrators, elected officials, department heads, and employees should be involved in each step of the process. This is a critical component of our communication plan. Continuous communication is ensured through the use of meetings/conference calls and submission of written progress reports.
- Our methodology utilizes the latest in technology in order to reduce the cost to our client
 partners and enhance wider participation, we offer all of our tools in an electronic format. In
 essence, every step of the process can be done on the Web. Further, our web-based *JobForce Manager* tool allows our client partners to facilitate implementation and eases the ongoing
 maintenance of the compensation system.
- We understand that one size does not fit all. Some consultants provide the same overall solution
 to every client. We take great pride in providing a variety of alternatives that allow our client
 partners to select the solution that best meets their business and human capital needs.

As President of Evergreen Solutions, LLC, I am authorized to commit our firm contractually to this assignment and will represent Evergreen in any negotiations. We have reviewed the terms and conditions and we believe we can work within your requirements.

We appreciate this opportunity and pledge to you our best effort if selected. If you have any questions, please feel free to contact me at (850) 383-0111 (ph), (850) 383-1511 (fax), or via email at linda@consultevergreen.com.

Sincerely,

Dr. Linda Recio, President Evergreen Solutions, LLC



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ATTACHED FORMS

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APPENDIX: DETAILED RESUMES



Section 1.0 References



1.0 References

As required in the Request for Proposal (RFP #C00055-0424-19), we have provided you with the following references that we feel demonstrate the breadth and quality of the work our team has performed within the past five years as it relates to the services being requested by Columbia County. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.

References

Compensation and Classification and Equal Pay Study City of Albany, Oregon

Project Contact: Danette Jamison, Human Resources Director (541) 917-7506, dannette.jamison@cityofalbany.net



Total Compensation Study Spokane County, Washington

Project Contact: Tim Hansen, Human Resources Director

(509) 477-2122, tchanses@spokanecounty.org



Classification and Compensation Study
Greensville County & Greensville Co. Water & Sewer Authority, Virginia
Project Contact: Alice Whitby, Finance Supervisor
((434) 348-4205, awhitby@greensvillecountyva.gov



Classification and Compensation Study
St. Charles County, Missouri
Project Contact: Ruth Rollins, Asst. Director of Human Resources
(636) 949-7320 x 7192, rrollins@sccmo.org



Employee Compensation Consulting Services
Ft. Bend County, Texas
Project Contact: Mr. Lewis Entricht, Compensation Manager
(281) 341-8619, Lewis.Entricht@fortbendcountytx.gov



Classification and Compensation Study Loudoun County, Virginia

Project Contact: Jeanette Green (alternate contact: **Russ Consaul, Human Resources Manager)

(703) 777-0213 (Russ - 703-777-0598), <u>Jeanette.Green@loudoun.gov/russ.consaul@loudoun.gov</u>



Section 2.0 Proposer's Experience and Qualifications

2.0 Proposer's Experience and Qualifications

Evergreen Solutions is well qualified to conduct a Compensation Study for Columbia County due to our experience in providing these services to hundreds of local governments and other public sector organizations across the country. Of note, our consultants have experience working with committees and union members as demonstrated throughout our experience and qualifications. This section includes our qualifications to perform the requested work, a list of similar projects we have conducted or are currently on contract to conduct, our experience in developing and delivering materials, our experience in collecting and analyzing data, and what our clients are saying about our work.

2.1 Evergreen's Qualifications

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting firm, which specializes in working with public sector organizations, including hundreds of local governments, across the nation. We provide a unique approach, rather than the "consulting as usual" approach, by partnering with our clients to find innovative, real world solutions to public management.

Evergreen Solutions was formed in 2004 provide a modern, practical alternative to the typical consulting options. The firm is made up of management and information technology professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen's philosophy is based on an understanding that there is not a "one size that fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Evergreen Solutions is a female-owned business, certified as a W/MBE in many states and municipalities across the country.

Our main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: classification and compensation studies; equal pay studies; performance appraisal reviews; workload analyses; staffing studies; disparity studies; training assessments; and strategic planning.

We invite you to browse our Web site at **www.ConsultEvergreen.com** or visit us on Facebook at <u>www.facebook.com</u> or **L**inkedin at <u>www.linkedin.com</u> for more information about our services, staff, and past experience.







Evergreen Solutions assists public sector professionals in exercising control over the inter-related elements that determine success or failure. We do that by applying a situation-responsive discipline that emphasizes:

- full visibility into the entire organization through research and discovery;
- a spirit of partnership with local government staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.

Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting classification and compensation and equal pay analysis for local governments and other public sector organizations throughout the country;
- extensive experience in communicating and working with committees and union members throughout the entire study process;
- comprehensive experience in all components vital to the successful completion of this engagement;
- knowledge of relevant statutes and regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to the project.

Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 46 states throughout the country.

Exhibit 2-1 includes a list of local government clients that Evergreen has worked with, or is currently on contract to work with, in a variety of human resources management consulting capacities.



Exhibit 2-1					
Select List of Local Government Clients					
Alleghany County, MD	City of Fredericksburg, VA	City of Santa Fe, NM			
Alleghany County, VA	City of Goose Creek, SC	City of Savannah, GA			
Berkley County, SC	City of Hyattsville, MD	City of Seguin, TX			
Blount County, TN	City of Kalamazoo, MI	City of Statesboro, GA			
Charleston County, SC	City of Lancaster, SC	City of Sunset Valley, TX			
Clay County, MO	City of Lee's Summit, MO	City of Tamarac, FL			
County of Culpeper, VA	City of Mauldin, SC	City of Temple, TX			
County of Montgomery, PA	City of Newport News, VA	City of Tucson/Pima County, AZ			
County of York, VA	City of Pittsburgh, PA	City of Tybee Island, GA			
Davie County, NC	City of Suffolk, VA	City of Venice, FL			
Dorchester County, SC	City of Westminster, MD	City of Winter Park, FL			
Duplin County, NC	City of Williamsburg, VA	City of Plantation, FL.			
Essex County, VA	City of Manitou Springs, CO	City of Bartow, FL			
Gaston County, NC	City of Alpharetta, GA	City of Cape Coral, FL			
Gloucester County, VA	City of Amarillo, TX	City of Clermont, FL			
Guilford County, NC	City of Athens, TX	City of Daytona Beach, FL			
Isle of Wight County, VA	City of Austin, TX	City of Deltona, FL			
Jefferson County, MO	City of Broken Arrow, OK	City of Doral, FL			
Kent County Levy Court, DE	City of Brookhaven, GA	City of Ft. Myers, FL			
King George County, VA	City of Buda, TX	City of Gainesville, FL			
Lee County, NC	City of Bushnell, FL	City of High Springs, FL			
Loudoun County, VA	City of Carlsbad, NM	City of Holly Hill, FL			
Louisa County, VA	City of Chamblee, GA	City of Hollywood, FL			
Mahoning County, OH	City of Coral Springs, FL	City of Holmes Beach, FL			
Montgomery County, VA	City of Dahlonega, GA	City of Key West, FL			
New Hanover County, NC	City of Dania Beach, FL	City of Kissimmee, FL			
San Miguel County, CO	City of Douglasville, GA	City of Lake City, FL			
Sedgwick County, KS	City of Dublin, GA	City of Largo, FL			
Spotsylvania County, VA	City of Farmers Branch, TX	City of Maitland, FL			
St. Charles County, MO	City of Fate, TX	City of Orange City, FL			
Alachua County, FL	City of Fayetteville, GA	City of Orlando, FL			
Bay County, FL	City of Fort Walton Beach, FL	City of Pensacola, FL			
Charlotte County, FL	City of Fredericksburg, TX	City of Punta Gorda, FL			
Citrus County, FL	City of Garden City, GA	City of Sarasota, FL			
Union County, NC	City of Gilbert, AZ	City of Sebring, FL			
Washington County, MD	City of Kingsland, GA	City of St. Cloud, FL			
Denton County, TX	City of Mont Belvieu, TX	City of St. Petersburg, FL			
Douglas County, GA	City of North Miami Beach FL	City of Sunny Isles Beach, FL			
Forsyth County, GA	City of Ocala, FL	City of Sunrise, FL			
Fort Bend County, TX	City of Page, AZ	City of Temple Terrace, FL			
Lumpkin County, GA	City of Palm Beach Gardens, FL	City of Winter Park, FL			
Travis County, TX	City of Panama City Beach, FL	Town of Colchester, VT			
Escambia County, FL	City of Panama City, FL	Town of Hilton Head Island, SC			
Gadsden County, FL	City of Pflugerville, TX	Town of Moncks Corner, SC			
Gulf County, FL	City of Plant City, FL	Town of Mount Pleasant, SC			
Hernando County, FL	Seminole County, FL	Town of Summerville, SC			
Highlands County, FL	Spokane County, WA	Town of Cutler Bay, FL			
Manatee County, FL Martin County, FL	Sumter County, FL	Town of Davie, FL			
	City of Albany, OR	Town of Juno Beach, FL			
Miami-Dade County, FL Monroe County, FL	City of Annapolis, MD	Town of Jupiter, FL			
	City of Bloomington, IN	Town of Palm Beach, FL			
Osceola County, FL	City of Branson, MO Town of Ponce Inlet, FL				
Pinellas County, FL Sarasota County, FL	City of Chester, SC	Town of Little Elm, TX			
	City of Roswell, GA	Town of Sahuarita, AZ			
City of Columbia, SC City of Covington, VA	City of Rowlett, TX	Village of Pinecrest, FL			
City of Fountain, CO	City of Sachse, TX	Village of North Palm Beach, FL			
Oity Of Fountains, CO	City of Salem, OR				



2.2 Select Relevant Experience

Because Evergreen has conducted hundreds of projects that are similar in scope to the services being requested by Columbia County, we have included only a sample of some of our more recent local government work involving the execution of classification and compensation studies and pay equity analysis.

Classification and Compensation and Equal Pay Study City of Albany, Oregon

Evergreen Solutions is retained by the City of Albany to conduct a Classification and Compensation and Equal Pay Study. Evergreen's consultants will review current job descriptions and compensation structures to determine the need for modifications to assure external competiveness and internal equity by performing the following tasks:

- review current job descriptions to analyze knowledge, ability, education, experience, relevance, and hierarchical consistency;
- develop, distribute, and analyze job specific questionnaires, as needed, and conduct in-person interviews of select staff, if necessary to complete analysis;
- propose, where appropriate, broad-banding of classifications, or combining classifications into a series, if beneficial to achieve alignment of similar positions;
- recommend additions, deletions, or modifications to existing classifications and make FLSA determinations (exempt or nonexempt status) for positions;
- survey comparator jurisdictions for both wages and total compensation;
- analyze results and develop appropriate pay structures for City taking into account compression and internal equity;
- conduct equal pay analyses of recommended pay structures that comply with House Bill (HB) 2005 and its implementing administrative rules; and
- train City HR staff on the methodology used to assess job classifications in order to maintain internal equity when adding, deleting, or modifying jobs in the future.





Total Compensation Study Spokane County, Washington

Evergreen Solutions is retained by Spokane County to conduct a Total Compensation Study. Evergreen will review total Compensation (compensation and benefits) for 225 regular, full-time positions and recommend possible wage adjustments that align with the County's compensation philosophy. Additionally, Evergreen will compare the County's benefits package with those offered in the same local market identified in the pay analysis.



Classification and Compensation Study San Miguel County, Colorado

Evergreen Solutions was engaged with San Miguel County to conduct a Classification and Compensation study, including wages and benefits, for full-time and part-time employees of San Miguel County and the Regional Housing Authority. A job analysis was conducted using existing job descriptions to determine the best classifications for the work performed. Evergreen recommended the deletion of outdated or unnecessary jobs descriptions as well as the revision to current positions, if needed. In addition, a salary survey was conducted to ensure external market equity by comparing San Miguel County to other county governments, local municipalities and local businesses as appropriate. Recommendations were provided to improve the fairness and equity in the current classification and compensation system.



Classification and Compensation Study Sedgwick County, Kansas

Evergreen Solutions was retained in 2013 by Sedgwick County to conduct classification and compensation study for approximately 2,766 employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants reviewed pay policies and practices and pay ranges in the public and private sector were analyzed to determine the appropriate pay levels for all included jobs.

Recommendations were provided to improve the fairness and equity within the County and a plan was provided to address maintenance of implemented changes to the County's classification and compensation system. In addition, Evergreen provided County staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system would be accomplished.



Classification and Compensation Study St. Charles County, Missouri

Evergreen Solutions was engaged with the St. Charles County Government to conduct a Classification and Compensation Study. The primary purpose of the study was to assist the County in the evaluation of its overall employee compensation and pay structure as compared to the market; to perform a job audit and analysis for each full-time position to determine appropriate classification; and to update/develop job descriptions in a standardized format that is ADA and FLSA compliant.

At the conclusion of the study, Evergreen provided a recommended job evaluation plan that will allow the County to evaluate positions every two years as well as provided an administration manual with plan maintenance procedures and a summary document that could be used to communicate the compensation system change to current and future employees.



Comprehensive Compensation and Classification Study Jefferson County, Missouri

Jefferson County retained Evergreen Solutions to conduct a Comprehensive Compensation and Classification Study to analyze the County's market competitiveness and internal equity. Located just 40 miles southwest of the City of St. Louis, the County possessed a unique set of challenges being on the border of more rural, suburban, and even metropolitan markets. Maintaining market competitive compensation and classification plans in these environments required special effort. With this in mind, this study included a comprehensive classification analysis using the Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An assessment of external equity including a salary survey of competing organizations was conducted. The project concluded with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign the existing system in place for the County.



Classification and Compensation Study Sedgwick County, Kansas

Evergreen Solutions was retained by Sedgwick County to conduct classification and compensation study for approximately 2,766 employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants reviewed pay policies and practices



and pay ranges in the public and private sector were analyzed to determine the appropriate pay levels for all included jobs.

Recommendations were provided to improve the fairness and equity within the County and a plan was provided to address maintenance of implemented changes to the County's classification and compensation system. In addition, Evergreen provided County staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system would be accomplished.



Compensation and Classification Study Brazoria County, Texas

Evergreen is retained by the Brazoria County to conduct a Compensation and Classification Study. Evergreen will develop a compensation program for the County, evaluate current pay grades, and develop a classification system to facilitate the ongoing compensation analysis. Evergreen will assess position titles and identify appropriate employee status in accordance with FLSA. We will then proceed to develop multiple alternative recommendations and a communication plan. Finally, Evergreen will review and develop different policies procedures and propose different recommendations.



Employee Compensation Consulting Services Ft. Bend County, Texas

Evergreen was retained by Fort Bend County to provide employee compensation consulting services. Evergreen conducted the following tasks:

- reviewed current compensation plan including policy groups and salary structures;
- conducted Fair Labor Standards Act (FLSA) exempt/non-exempt status review of all positions;
- analyzed internal equity and possible compression issues;
- completed salary survey of City and County governments in the State of Texas as designated by the County;
- designed and executed a salary survey, analyzed results and made recommendations; and



 evaluated and determined each employee's proper step placement on the newly approved salary grade structure.



Classification and Compensation Study Gloucester County, Virginia

Evergreen Solutions was retained by Gloucester County to conduct a detailed compensation and classification analysis of its non-faculty employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



Compensation Study (Salary and Benefits) Louisa County, Virginia

Evergreen Solutions was retained by the Louisa County to conduct a Compensation Study. Evergreen's consultants reviewed the effectiveness of the County's current pay plan as it related to the market competitiveness for attracting and retaining quality employees. Pay ranges as well as benefits were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current compensation system.



Classification and Compensation Study Essex County, Virginia

Evergreen Solutions was hired by Essex County to conduct a Classification and Compensation Study that will allow the County to be competitive in the marketplace in attracting and retaining qualified employees. Evergreen's consultants will perform the following: survey each unique job class to determine a definition of the job class, essential functions, education requirements, experience, knowledge, skills, and abilities, and review and update existing job descriptions, as needed; review the County's current pay practices including overtime pay, awarding compensatory time, half-time pay for emergency services, and all other pay for public safety; prepare a cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification; and recommend appropriate salary range for each



existing or proposed position based on the classification plan, the compensation survey results, and internal relationships and equity.



Classification and Compensation Study Loudoun County, Virginia

Evergreen Solutions was engaged with Loudoun County to conduct a Classification and Compensation Study. Evergreen conducted a comprehensive review and evaluation of the County's compensation philosophy and competitive market and made recommendations to retain, modify and/or change the compensation philosophy and/or competitive market. Evergreen also conducted a comprehensive review and evaluation of policies governing the County's total compensation program (pay and benefits offerings) and classification system; benchmarked the elements of the County's total compensation and classification program against its current competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify and/or change elements of the total compensation and classification program.

Evergreen further conducted a comprehensive review and an evaluation of the County's performance plan system; benchmarked the County's system against the job description systems of its competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify, or change the current system. In the end, Evergreen provided comprehensive recommendations for modifying classification and compensation policies and procedures.



Classification and Compensation Study County of Culpeper, Virginia

Culpeper County retained Evergreen Solutions to assist with a comprehensive classification and compensation study of all its employees. The study involved conducting a job analysis through desk audits, interviews, and focus groups. A more detailed analysis was performed on clerical and law enforcement staff. A salary and benefits survey was also issued to peers to assess the County's current market position. Recommendations were made for all employees to address job and compensation changes.





Compensation Study King George County, Virginia

Evergreen Solutions was engaged with King George County to conduct a Compensation Study. Evergreen analyzed local market data taken from peer organizations to determine the appropriate compensation levels for benchmarked positions. Recommendations for adjustments to the compensation system were made.



Wage and Salary Scale Study Washington County, Maryland

Evergreen Solutions was retained by Washington County to conduct a comprehensive study of the County's wages as they related to neighboring jurisdiction's wages and salaries—the purpose was to assure adequacy of pay and employee wages when compared to area private and public employees. Evergreen met with each Division Director to gather information regarding pay issues that were unique to their departments. Evergreen also conducted a brief review of the method of classifying positions to ensure its adequacy in today's pay and classification environment. Using the revised classification system, Evergreen evaluated all positions and placed them in an appropriate "grade". Evergreen recommended a system for the County to use for years to come to evaluate job positions.



Salary Equity Study Guilford County, North Carolina

Evergreen Solutions was retained by Guilford County to assess pay equity based on race and gender for all County employees. Evergreen's consultants performed a review of approximately 1,500 plus positions for internal salary equity. This was accomplished by reviewing the incumbent's related education and experience prior to County employment and related experience gained with the County. Evergreen's consultants also reviewed job descriptions, in conjunction with County Staff, to ensure that content and titles were current, accurate and were consistent with FLSA, EEO and ADA considerations. At the conclusion of the study, Evergreen made recommendations by individual position/ employee for internal salary equity pay adjustments and provided an analysis that included a statistical treatment of pay placement and progression.





Classification and Compensation Study and Benefits Survey New Hanover County, North Carolina

Evergreen was retained by New Hanover County and the New Hanover Alcohol Beverage Control Board to conduct a Classification and Compensation Study for its employees. Evergreen's consultants conducted an employee classification and compensation study of public and private employers who were providing equitable services and, based on that study and determined if individualized position/job descriptions were needed, and if so, assisted in the development of those descriptions. Evergreen prepared a comprehensive analysis that identified New Hanover County's competitive position in the labor market and provided a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave), and prepared recommendations for compensation policies, including variable incentive pay options, to maintain competitiveness, reward employees, and ensure equity.

Select County and ABC Board members were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.



Comprehensive Position Classification and Compensation Study Gaston County, North Carolina

Evergreen Solutions was engaged with Gaston County to conduct a Comprehensive Position Classification and Compensation Study for its employees (1,410 full-time, 46 part-time, and 143 temporary). The primary objective of the study was to implement a fair, consistent, competitive, equitable, and legally defensible classification and compensation system that allowed the County to attract, reward and retain qualified individuals. To accomplish this, Evergreen's consultants performed a comprehensive review of the County's classification and compensation system which included conducting an internal equity analysis of employee salaries.

Evergreen provided recommendations to create a system that not only aligned with the State of North Carolina's substantially equivalency requirement, but allowed for flexibility so as not to inhibit those departments that were not required to have this alignment.





Salary Parity Study / Structural and Compensation Systems Study Charleston County, South Carolina

In 2005-06, Charleston County conducted a Classification and Compensation Review using another consulting firm. Then in 2007, Evergreen Solutions was hired by the County to review the results and verify the recommendations that accompanied the study. The primary issue examined by Evergreen was the internal equity relationships present within the County's pay plan. The Evergreen Team administered a job analysis tool to County employees that helped determine job worth and verify internal equity relationships as they relate to compensation. Although the study's primary emphasis was ensuring that internal equity relationships were proper, the study also ensured that employees were paid consistently with the market. Evergreen provided detailed recommendations for adjusting the County's pay and classification structure and developed an implementation plan complete with costing information.

Note: Evergreen was again hired in 2012 to conduct a Structural and Compensation Systems Study. The Evergreen Team worked with elected official and employee committee throughout the process. Our phases included employee outreach, best practice research, and consensus building to recommend a 21st Century approach to compensation and classification management.



Classification and Compensation Study Berkeley County, South Carolina

Evergreen Solutions was retained by Berkeley County to conduct a Classification and Compensation Study. Evergreen's consultants reviewed the County's classification and compensation plan and I recommended a consistent and competitive market position that the County can maintain based on a salary survey results from peer organizations. Evergreen also recommended an appropriate salary range for each position in the County based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



Classification and Compensation Study and Analysis Douglas County, Georgia

Evergreen Solutions is engaged with Douglas County to conduct a Classification and Compensation Study and Analysis. Evergreen will evaluate the County's present salary structure as compared to the



relevant job market for comparable positions in both the private and public sectors. Evergreen will perform the following tasks:

- review all current job descriptions and analyze same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions & summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); special requirements including licensing and certifications;
- review the County's current Position Classification and Wage Administration Plans and provide recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments;
- analyze all existing job family classifications, pay grades and salary ranges and recommend modifications as necessary;
- analyze all existing FLSA classifications and recommend modifications as necessary;
- establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable Georgia counties as required;
- identify potential pay compression issues and provide alternative solutions; and
- develop applicable classification/reclassification questionnaire.



Compensation and Benefits Study Forsyth County, Georgia

Evergreen Solutions was engaged with Forsyth County to conduct a Compensation and Benefits Survey for the various departments/offices of the County. The objective of the survey was to provide Forsyth County Government a competitive position with other comparable government entities and private employers within the same geographic area to attract and retain qualified employees. Evergreen's consultants reviewed the current compensation plan and salary grade levels to understand the current challenges facing the County in recruiting and retaining employees. Evergreen surveyed comparable labor markets competing with the County for labor in the greater metro Atlanta labor



market and comparable public organizations. The survey was designed to capture not only base salary information but comprehensive benefits information (inclusive of: deferred compensation; leave plans; employer paid medical, dental, vision, disability insurance, life insurance) to ensure that the County was competitive with other public organizations in the greater metro Atlanta labor market in its total compensation package.

In the end, Evergreen prepared a final report of findings with written recommendations regarding specific classifications, salary market adjustments, and preferred benefit package and recommended any necessary salary range changes for the County's job classifications.



Classification and Compensation Study Lumpkin County, Georgia

Evergreen Solutions was engaged with Lumpkin County to conduct a comprehensive classification and compensation study of its workforce which assisted the County in updating its current classification plan, revising salary administration guidelines, and developing a strategy to increase employees' pay to a competitive level that would align with the results of the study.

Evergreen provided recommendations to the overall classification, compensation, and performance plan that provided internal equity and would be competitive in the marketplace to attract and retain qualified employees. Evergreen provided options on ways to keep the pay structure current in future years in order to avoid compression and provided the necessary training for the implementation of the new salary schedules and plans. Evergreen provided the County with multiple pay scales for both part- and fulltime employees, including pay scales for employees of the Sheriff's Office and Emergency Services.



Wage and Salary Scale Study Washington County, Maryland

Washington County retained Evergreen Solutions to conduct a comprehensive study of the County's wages as they related to neighboring jurisdiction's wages and salaries—the purpose of which was to assure adequacy of pay and employee wages when compared to area private and public employees. Evergreen consultants met with each Division Director to gather information regarding pay issues that were unique to their departments. Evergreen conducted brief reviews of the method of classifying positions to ensure their adequacy in today's pay and classification environment. Using the classification system.



Evergreen evaluated all positions and placed them in an appropriate "grade". Recommends were made by Evergreen will allow the County to maintain the revised system and evaluate job positions.



Classification Desk Audit Tri-County Council for Southern Maryland

Evergreen Solutions was retained by the Tri County Council for Southern Maryland to conduct a detailed classification analysis of its employees. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels.



Compensation Study Alleghany County, Maryland

Allegany County contracted with Evergreen Solutions to conduct a comprehensive compensation study and analysis for the Office of the Sheriff. The Office of the Sheriff included the primary functional areas of Road Patrol and Correction Deputies at the county correctional facility. Evergreen understood that the Office of the Sheriff faced competitive pressure from other area law enforcement agencies. To alleviate this pressure, Evergreen designed a salary survey instrument and distributed it to an approved list of local peers. The survey took into account total compensation, including supplemental pay, insurance benefits, retirement, leave, and other tangible benefits.

The results of the survey and the subsequently prepared report provided the County with recommendations to improve their competitive position and ability to recruit the best and brightest available persons for these key areas.



Classification, Compensation, and Benefits Survey Kent County Levy Court, Delaware

Evergreen Solutions was hired by Kent County Levy Court (KCLC) in Dover, Delaware to conduct a Classification, Compensation, and Benefits Study. Evergreen's consultants reviewed all current classification specifications and analyzed, documented, and validated the same for distinguishing characteristics, position definition and purpose, knowledge, skills, abilities, essential job functions, minimum qualifications, education and experience relevance and hierarchal consistency, conformity with ADA



language relative to essential job functions (including physical and intellectual requirements), working/environmental conditions, supervision received and exercised, standby/call back responsibilities, and special requirements including licensing, regulatory, and certification requirements.

Evergreen conducted on-site interviews with employees, as well as appropriate supervisor and management personnel, to verify/clarify information received in the questionnaires and to ensure information regarding organizational structure, supervision, essential job duties, and working environment was accurately captured and reflected in the descriptions that were developed. Evergreen recommended updates proposed a new system utilizing a standardized rating system that analyzed each position against multiple evaluation criteria. Evergreen also conducted a market salary and benefits survey of public sector organizations comparable to the County in size, population, economic climate, proximity to major cities, etc. The market survey included the hours worked per week by employees in each position in those comparable communities—in an effort to consider both internal and external equity—and was used to compare base annual salary for each position included in the study by minimum, midpoint, and maximum.

Utilizing the market survey results, comparable job descriptions, and other data collected, Evergreen prepared a recommended compensation plan design and salary schedule to correspond to the classification plan and customized to reflect the County's pay progression policy and compensation philosophy. Evergreen recommended the vertical salary relationship and/or differentials between classes in each class series. In the end, Evergreen provided KCLC with a final report that included specific, itemized recommendations, including a discussion of the methods, techniques, and data used to develop the classification and compensation plan and benefits program.



Classification and Compensation Study Gloucester County, Virginia

Evergreen Solutions was retained by Gloucester County to conduct a detailed compensation and classification analysis of its non-faculty employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.





Compensation Study (Salary and Benefits) Louisa County, Virginia

Evergreen Solutions was retained by the Louisa County to conduct a Compensation Study. Evergreen's consultants reviewed the effectiveness of the County's current pay plan as it related to the market competitiveness for attracting and retaining quality employees. Pay ranges as well as benefits were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current compensation system.



Classification and Compensation Study Essex County, Virginia

Evergreen Solutions was hired by Essex County to conduct a Classification and Compensation Study that will allow the County to be competitive in the marketplace in attracting and retaining qualified employees. Evergreen's consultants will perform the following: survey each unique job class to determine a definition of the job class, essential functions, education requirements, experience, knowledge, skills, and abilities, and review and update existing job descriptions, as needed; review the County's current pay practices including overtime pay, awarding compensatory time, half-time pay for emergency services, and all other pay for public safety; prepare a cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification; and recommend appropriate salary range for each existing or proposed position based on the classification plan, the compensation survey results, and internal relationships and equity.



Classification and Compensation Study Loudoun County, Virginia

Evergreen Solutions was engaged with Loudoun County to conduct a Classification and Compensation Study. Evergreen conducted a comprehensive review and evaluation of the County's compensation philosophy and competitive market and made recommendations to retain, modify and/or change the compensation philosophy and/or competitive market. Evergreen also conducted a comprehensive review and evaluation of policies governing the County's total compensation program (pay and benefits offerings) and classification system; benchmarked the elements of the County's total compensation and classification program against its current competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify and/or change elements of the total compensation and classification program.



Evergreen further conducted a comprehensive review and an evaluation of the County's performance plan system; benchmarked the County's system against the job description systems of its competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify, or change the current system. In the end, Evergreen provided comprehensive recommendations for modifying classification and compensation policies and procedures.



Compensation Study King George County, Virginia

Evergreen Solutions was engaged with King George County to conduct a Compensation Study. Evergreen analyzed local market data taken from peer organizations to determine the appropriate compensation levels for benchmarked positions. Recommendations for adjustments to the current compensation were made.



Classification and Compensation Study County of Culpeper, Virginia

Culpeper County retained Evergreen Solutions to assist with a comprehensive classification and compensation study of all its employees. The study involved conducting a job analysis through desk audits, interviews, and focus groups. A more detailed analysis was performed on clerical and law enforcement staff. A salary and benefits survey was also issued to peers to assess the County's current market position. Recommendations were made for all employees to address job and compensation changes.



Salary Equity Study Guilford County, North Carolina

Evergreen Solutions was retained by Guilford County to assess pay equity based on race and gender for all County employees. Evergreen's consultants performed a review of approximately 1,500 plus positions for internal salary equity. This was accomplished by reviewing the incumbent's related education and experience prior to County employment and related experience gained with the County. Evergreen's consultants also reviewed job descriptions, in conjunction with County Staff, to ensure that content and titles were current, accurate and were consistent with FLSA, EEO and ADA considerations. At the conclusion of the study, Evergreen made recommendations by



individual position/ employee for internal salary equity pay adjustments and provided an analysis that included a statistical treatment of pay placement and progression.



Classification and Compensation Study and Benefits Survey New Hanover County, North Carolina

Evergreen was retained by New Hanover County and the New Hanover Alcohol Beverage Control Board to conduct a Classification and Compensation Study for its employees. Evergreen's consultants conducted an employee classification and compensation study of public and private employers who were providing equitable services and, based on that study and determined if individualized position/job descriptions were needed, and if so, assisted in the development of those descriptions. Evergreen prepared a comprehensive analysis that identified New Hanover County's competitive position in the labor market and provided a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave), and prepared recommendations for compensation policies, including variable incentive pay options, to maintain competitiveness, reward employees, and ensure equity.

Select County and ABC Board members were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.



Comprehensive Position Classification and Compensation Study Gaston County, North Carolina

Evergreen Solutions was engaged with Gaston County to conduct a Comprehensive Position Classification and Compensation Study for its employees (1,410 full-time, 46 part-time, and 143 temporary). The primary objective of the study was to implement a fair, consistent, competitive, equitable, and legally defensible classification and compensation system that allowed the County to attract, reward and retain qualified individuals. To accomplish this, Evergreen's consultants performed a comprehensive review of the County's classification and compensation system which included conducting an internal equity analysis of employee salaries.

Evergreen provided recommendations to create a system that not only aligned with the State of North Carolina's substantially equivalency requirement, but allowed for flexibility so as not to inhibit those departments that were not required to have this alignment.



Salary Parity Study / Structural and Compensation Systems Study Charleston County, South Carolina

In 2005-06, Charleston County conducted a Classification and Compensation Review using another consulting firm. Then in 2007, Evergreen Solutions was hired by the County to review the results and verify the recommendations that accompanied the study. The primary issue examined by Evergreen was the internal equity relationships present within the County's pay plan. The Evergreen Team administered a job analysis tool to County employees that helped determine job worth and verify internal equity relationships as they relate to compensation. Although the study's primary emphasis was ensuring that internal equity relationships were proper, the study also ensured that employees were paid consistently with the market. Evergreen provided detailed recommendations for adjusting the County's pay and classification structure and developed an implementation plan complete with costing information.

Note: Evergreen was again hired in 2012 to conduct a Structural and Compensation Systems Study. The Evergreen Team worked with elected official and employee committee throughout the process. Our phases included employee outreach, best practice research, and consensus building to recommend a 21st Century approach to compensation and classification management.



Compensation and Benefits Study Forsyth County, Georgia

Evergreen Solutions was engaged with Forsyth County to conduct a Compensation and Benefits Survey for the various departments/offices of the County. The objective of the survey was to provide Forsyth County Government a competitive position with other comparable government entities and private employers within the same geographic area to attract and retain qualified employees. Evergreen's consultants reviewed the current compensation plan and salary grade levels to understand the current challenges facing the County in recruiting and retaining employees. Evergreen surveyed comparable labor markets competing with the County for labor in the greater metro Atlanta labor market and comparable public organizations. The survey was designed to capture not only base salary information but comprehensive benefits information (inclusive of: deferred compensation; leave plans; employer paid medical, dental, vision, disability insurance, life insurance) to ensure that the County was competitive with other public organizations in the greater metro Atlanta labor market in its total compensation package.



In the end, Evergreen prepared a final report of findings with written recommendations regarding specific classifications, salary market adjustments, and preferred benefit package and recommended any necessary salary range changes for the County's job classifications.



Classification and Compensation Study and Analysis Douglas County, Georgia

Evergreen Solutions was engaged with Douglas County to conduct a Classification and Compensation Study and Analysis. Evergreen evaluated the County's salary structure as compared to the relevant job market for comparable positions in both the private and public sectors. Evergreen performed the following tasks:

- reviewed all job descriptions and analyzed them for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions & summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); special requirements including licensing and certifications;
- reviewed the County's Position Classification and Wage
 Administration Plans and provided recommendations for
 enhancement and specific guidelines for requests pertaining to:
 creating new positions, salary adjustments and reclassifications,
 retroactive pay, compensation for additional duties (temporary
 and permanent assignments) and internal equity adjustments;
- analyzed all job family classifications, pay grades and salary ranges and recommend modifications as necessary;
- analyzed all existing FLSA classifications and recommend modifications as necessary;
- established appropriate benchmarking standards and conducted salary surveys as needed for similar positions with comparable Georgia counties as required;
- identified potential pay compression issues and provided alternative solutions; and
- developed applicable classification/reclassification questionnaire.





Classification and Compensation Study Lumpkin County, Georgia

Evergreen Solutions was engaged with Lumpkin County to conduct a comprehensive classification and compensation study of its workforce which assisted the County in updating its current classification plan, revising salary administration guidelines, and developing a strategy to increase employees' pay to a competitive level that would align with the results of the study.

Evergreen provided recommendations to the overall classification, compensation, and performance plan that provided internal equity and would be competitive in the marketplace to attract and retain qualified employees. Evergreen provided options on ways to keep the pay structure current in future years in order to avoid compression and provided the necessary training for the implementation of the new salary schedules and plans. Evergreen provided the County with multiple pay scales for both part- and fulltime employees, including pay scales for employees of the Sheriff's Office and Emergency Services.



Classification and Compensation Study Charlotte County, Florida

Evergreen Solutions was retained by Charlotte County to conduct a classification and compensation study for approximately 900 full-time and part-time employees in 250 classification specifications. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. A review of all current classification specifications and job descriptions was made to ensure consistency, compliance with current industry best practices as to form, and compliance with applicable provisions of the Fair Labor Standards Act (FLSA), ADA, PERC (Florida Statute 447.203), and other applicable State and federal laws.

A salary survey was conducted within the appropriate public and private job markets to determine current market pay grade assignment and salary structure commensurate with the job assignment. Evergreen offered criteria for a candidate's or an employee's placement within corresponding zones of the pay range. Recommendations were made for resolving pay compression issues that had been created due to 5 – 6 years of wage freezes compounded by ever-increasing market competitiveness. **Note:** Prior to this study, Evergreen was hired in 2011 by the County to conduct a Market Salary Survey.





Compensation, Classification, and Performance Management Study Manatee County, Florida

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.

The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement.

Note: Evergreen completed a market survey and compensation analysis update in 2012 and recently conducted a Compensation and Classification Study of the Information Technology Services Department.



Salary and Benefits Review Hernando County, Florida

Evergreen Solutions was retained by Hernando County to conduct a Salary and Benefits Review of its workforce. Evergreen's consultants reviewed the effectiveness of the County's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. To accomplish this, Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, pay grade factoring system, actual salaries, and benefits (retirement plans, health and dental insurance) information to ensure the County's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets for substantially similar classifications.

Evergreen also conducted a job-task analysis/job audit of all 766 employee positions to verify and validate information from existing job



descriptions. Personal interviews with employees, supervisors, and directors were conducted to determine whether classifications were correctly placed in organizational hierarchy and whether individual positions were classified correctly.

Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.



Compensation and Classification Study Alachua County, Florida

Evergreen Solutions was engaged with Alachua County to conduct a Compensation and Classification Study of jobs under the Board of County Commissioners, the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and the Library District. Specifically, the County desired the following services to be performed by Evergreen:

- develop and administer a job analysis questionnaire for the purpose of having employees state their job duties and qualifications including education, experience, licenses and certificates; working conditions (physical and environmental) and all other pertinent information;
- prepare and present to the Board of County Commissioners a report documenting the results of the job analysis by classification and recommendations concerning a classification structure and pay adjustments;
- allocate each employee with regard to the new classification structure;
- identify benchmark classifications to be used to determine appropriate markets for salary survey purposes, as well as to determine the position of the county with regard to salaries for comparable jobs in appropriate markets;
- administer a salary survey for the purpose of recommending appropriate salaries based on external (market) and internal (equity) considerations;
- recommend a salary structure, including the number of pay grades, and pay ranges;
- recommend salaries for each classification, as well as recommended salaries for each employee;



- provide a classification maintenance plan;
- provide guidelines and procedures for administering the resulting classification plan to include the following: Initial placement in the salary range and means for movement through the range; and
- train HR and departmental staff on the methodology and maintenance of the recommended classification and pay plan.



Compensation and Benefits Study Seminole County, Florida

The Evergreen Solutions Team was hired by Seminole County to assist with a county-wide Compensation and Benefits Study. The study included employees who served in various capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County.

Note: Evergreen also conducted two other projects for Seminole County (i.e., Compensation and Classification Study and a Performance Evaluation Study).



Compensation Study Lake County, Florida

Evergreen Solutions was retained by Lake County to conduct and furnish a comprehensive compensation survey for Lake County government itself, and for select positions at Lake Emergency Medical Services, Inc. Evergreen made recommendations for improvements and modifications to the current compensation and overall pay structure, including number of pay grades, and appropriate pay ranges (minimum, maximum, percentage between grades, etc.). The recommendations also included appropriate salary ranges and midpoints for each job classification and recommendations for ranges that lagged, matched, or led the relevant labor market. Evergreen surveyed the relevant labor market for merit pay practices being used and recommended pay administration practices to include consideration of merit pay, alternative



reward strategies, including non-monetary rewards and cost savings/efficiency incentives as may be suitable.



Compensation Study Osceola County, Florida

Evergreen Solutions was retained by Osceola County to review its compensation system and structure for areas of improvement. The Evergreen team examined current pay plan's organization, market responsiveness, and adaptability. A detailed report was prepared to that summarized findings and recommendations for improvement.



Compensation and Classification Study Services Monroe County, Florida

Evergreen was retained by Monroe County to conduct a Compensation and Classification Study for 265 non-union employees in 178 classifications as well as 124 union employees in 46 classifications who are represented by the Teamsters bargaining unit. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Evergreen's consultants compared the County's positions to other similar positions within other County departments to determine the relative value of each position to every other position in the County. Comparisons were made with regard to the actual work being performed and based on the current job description. In addition, positions were compared to other similar positions in other private and public sector organizations throughout the Florida Keys and South Florida. Characteristics such as size of the organization, geographic proximity, economic and budget characteristics, and other appropriate demographic data were taken into consideration when making comparisons. Evergreen's consultants also analyzed pay ranges in the public and private sector to determine the appropriate pay and benefit levels for all included jobs.

Recommendations were provided to improve fairness and equity of all jobs within the County. Select County staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.





Employee Classification and Compensation Study Blount County, Tennessee

Evergreen Solutions was retained by Blount County to conduct an Employee Classification and Compensation Study for its workforce. Evergreen conducted focus groups and interviews with employees and employees completed a Job Assessment Tool (JAT) that identified work performed. Evergreen presented to the Human Resources Director and Mayor any resultant classifications recommended in the classification study and provided for the maintenance of the new structure, including periodic review, reclassification review procedure and promotion guidelines.

For the compensation study, Evergreen identified survey labor market and benchmark classes to use for a market analysis; conducted a comprehensive compensation search utilizing other similar public sector employers; completed internal salary relationship analysis, including the development of appropriate internal relationship guidelines; developed externally competitive and internally equitable salary recommendations for each class included within the study in order to maintain appropriate competitive position in relation to other employers within the region; and assigned a salary range to each classification which reflected the results of the market survey and the analysis of internal relationships. Evergreen presented survey results to management to make a decision on overall pay philosophy. In the end, Evergreen recommended appropriate premium pay options to supplement the compensation plan. Examples included options for pay for certifications, professional licenses, special skills, temporary "acting" assignment at higher level duties, "on-call" and "callout" pay, pay alternatives for exempt level workers not normally eligible for overtime, and similar pay practices.



Employee Compensation and Classification Study Mahoning County, Ohio

Evergreen Solutions was retained by Mahoning County to conduct an Employee Compensation and Classification Study for all the County's 1,746 employees. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen consultants also reviewed and updated existing job descriptions and determined FLSA designations for each job title/classification. Evergreen designed an implementation strategy for the compensation system with the lowest financial impact on the County's operating budget and with the greatest gain to positions that fell outside of a designated range. In the end, recommendations were made to improve the fairness and equity in the current system.



Classification Study and Compensation Survey City of Page, Arizona

Evergreen Solutions was engaged with the City of Page to conduct a Classification Study and a Compensation Survey for all employees. As part of the study, Evergreen conducted orientation sessions, focus groups, and interviews. Employees completed a Job Assessment Tool (JAT) in order to analyze job duties and revise the current classification structure. A salary and benefits survey was issued to local and regional employers to assess market competitiveness. Based on the findings from the classification and compensation review, a new pay plan as well as policies and procedures was recommended to the City.



Compensation Study Town of Sahuarita, Arizona

Evergreen Solutions was hired by the Town of Sahuarita to conduct a Compensation Study that is in alignment with the Town's Strategic Management Plan. Evergreen assisted the Town in developing a highly competitive pay philosophy to recruit and retain quality professional staff and surveyed the market to identify proper pay ranges in the public and private sector for similar classifications.



Compensation Study City of Carlsbad, New Mexico

Evergreen Solutions was retained by the City of Carlsbad to conduct a Compensation Study. The study included evaluating 50 administrative positions and three elected official positions as benchmarks against the private and public labor market in the State of New Mexico, and making recommendations to improve competitiveness in alignment with the City's strategic goals. Evergreen's recommendations improved the City's competitiveness and helped prepare it for future recruitment challenges.



Comprehensive Compensation and Benefits Study City of Rowlett, Texas

Evergreen Solutions was engaged with the City of Rowlett to conduct a comprehensive compensation and benefits study. The primary goal of the study was to ensure that the City was recognized as an employer of choice that provides a viable, cost effective and competitive pay



structure. The study measured and provided a compensation analysis on (a) base salary, (b) pay/step plans, (c) employer-provided medical benefits packages and (d) any other incentive-based compensation options, to include "on call" pay. Evergreen's consultants identified any weaknesses within the components of the City's existing compensation package that would negatively impact the organization's ability to attract and retain talented employees.



Classification and Compensation Study City of Seguin, Texas

Evergreen Solutions was hired to assist the City of Seguin in designing and implementing a comprehensive classification and compensation plan for its workforce of 330 full-time employees. The scope of the project included two major components: (1) Working with a City management team to revise the existing pay plan and structures; and (2) Evaluating current salary structure and compensation levels for all regular, classified positions and recommending appropriate adjustments. Specifically, Evergreen's consultants reviewed the City's current classification/compensation plan; surveyed management and identified problem areas regarding the classification and compensation system; conducted a salary survey to ensure external equity; reviewed current policies and procedures; reviewed salary structure to determine appropriateness; and provided technical assistance and training to City staff to facilitate the implementation and the maintenance of the recommended system and procedures.



Comprehensive Compensation and Benefits Study City of Sachse, Texas

Evergreen Solutions was hired by the City of Sachse to conduct a Comprehensive Compensation and Benefits Study. The study measured and provided an analysis on base salary, pay/step plans, employer-provided medical benefits packages and any other incentive-based compensation options, including "on call" pay. To ensure the project's validity and applicability, Evergreen conducted a compensation analysis using similar-sized local municipalities for comparison and recommended comparator cities for consideration.

The following study components were compared:

 pay ranges with comparator cities performing the same or similar functions;



- actual employee pay with comparator cities performing the same or similar functions;
- pay/step plans/special assignment pay with comparator cities performing the same or similar functions; and
- city-provided comprehensive employee benefits packages with comparator cities performing the same or similar functions.

Evergreen recommended pay structure features that provided opportunities for advancement while minimizing salary overlap between levels of responsibility.



Classification and Pay Plan Study City of Amarillo, Texas

Evergreen Solutions was engaged with the City of Amarillo to develop a Classification and Compensation Pay Plan. Evergreen's consultants: reviewed the City's existing classification/compensation system; worked with the City's Human Resources Director and staff to identify a market position for the City; gathered necessary information through the use of questionnaires, job audits, some personal interviews; discussed and determined the appropriate labor market for the compensation survey; analyzed existing internal hierarchy based on job relationships and proposed implementation methods to correct any identified specific problems; developed a pay plan identifying specific parameters; and reviewed and assigned all positions to an appropriate pay grade.

In the end, Evergreen recommended implementation strategies including calculating the cost of implementing the study and provided the Human Resources staff with training to maintain and revise the system, as needed.



Classification and Compensation Study City of Pflugerville, Texas

Evergreen Solutions was hired by the City of Pflugerville to conduct a Classification and Compensation Study for its workforce of over 300 full-and part-time employees. Evergreen analyzed each position within the City by conducting interviews and job audits; evaluated employee position descriptions and duties; interviewed department heads and managers; and assessed classifications within positions (I, II, III, or Lead, Foreman). Evergreen reviewed current job descriptions, focusing on the purpose, job scope, essential duties and responsibilities, education/training requirements, physical job requirements, and



working conditions, determined FLSA status (exempt/non-exempt) for positions under federal regulations, and recommended which positions were essential positions in the event the City had a temporary closure. Based on this review, Evergreen presented a proposed classification structure to City management and incorporated input into the final classification document, including a cost analysis for positions that would require adjustments.

Evergreen surveyed the cities of Georgetown, Round Rock, Hutto, Cedar Park, Leander, San Marcos, and College Station to compare compensation and benefit structures in addition to minimum and maximum rates of pay for select positions and will soon make recommendations toward appropriate ranges for rates of pay for each position identified. This included a minimum, mid-point, and maximum, with 1st and 3rd quartile designations. A Salary Grade Chart was prepared based on these recommendations and was presented to management for final approval.



Pay Structure Study City of Fate, Texas

Evergreen was hired to develop a new pay plan for the City of Fate. Evergreen performed the following tasks: reviewed the City's salary data; created a new pay plan for the City; slotted current jobs into the new play plan; and verified the internal equity of the new pay plan.



Human Resources Department Assessment (Classification and Compensation Services) City of Buda, Texas

Evergreen was engaged with the City of Buda to conduct a Human Resources Department Assessment. Evergreen's consultants provided a job analysis questionnaire and procedures for future updating and new position creation and developed and fully defined a systematic procedure for evaluating positions using the "point factor method". A worksheet was developed for departments to request a job evaluation for upgrades within a position or for a new position for submission to Human Resources to ensure that job titles were consistently used on job descriptions and the pay plan.

Evergreen further created a new cost effective, affordable compensation structure and management plan that was systematically and equitably acknowledge and rewarded an employee's performance and skills. Evergreen designed a compensation program that included a description and justification of the pay philosophy, a completed pay



structure, and rules for moving employees through the pay structure based on the increasing contributions in support of the City. Evergreen consultant's gathered actual salary data from market surveys, local governmental agencies, benchmarked cities, and other appropriate data, as deemed necessary. The recommended compensation structure included a proposed training/career progression plan, including documentation as appropriate, and a plan that rewards employee performance fairly and equitably, with measures that can be documented.



Job Classification, Salary Survey, Compensation Plan Study Services City of Duncanville, Texas

Evergreen Solutions was engaged with the City of Duncanville to provide professional Job Classification, Salary Survey, and Compensation Pay Plan Study Services that allowed the creation of a comprehensive job classification and compensation system and pay plans for employees within the City. Evergreen's consultants reviewed and analyzed the City's current structure and practices of job classifications and job descriptions including: conducting orientation sessions; providing questionnaires; conducting management and employee interviews; reviewing questionnaire responses with supervisory and management staff; performing a job analysis; and developing and/or revising job descriptions.

Evergreen prepared a customized market survey of salaries of the local and area municipalities that included all of the competitive markets where the city recruited employees. Evergreen established a system for an ongoing and easily understood maintenance of the new, or updated, pay plan that was easy for employees to understand and for managers to administer. The recommended pay plan effectively balanced market and internal equity, supported the classification system, and promoted an employee's perception of organizational fairness and equity in the City.



Employee Compensation Consulting Services Ft. Bend County, Texas

Evergreen was retained by Fort Bend County to provide employee compensation consulting services. Evergreen conducted the following tasks:

 reviewed current compensation plan including policy groups and salary structures;



- conducted Fair Labor Standards Act (FLSA) exempt/non-exempt status review of all positions;
- analyzed internal equity and possible compression issues;
- completed salary survey of City and County governments in the State of Texas as designated by the County;
- designed and executed a salary survey, analyzed results and made recommendations; and
- evaluated and determined each employee's proper step placement on the newly approved salary grade structure.



Classification and Compensation Study San Miguel County, Colorado

Evergreen Solutions was engaged with San Miguel County to conduct a Classification and Compensation study, including wages and benefits, for full-time and part-time employees of San Miguel County and the Regional Housing Authority. A job analysis was conducted using existing job descriptions to determine the best classifications for the work performed. Evergreen recommended the deletion of outdated or unnecessary jobs descriptions as well as the revision to current positions, if needed. In addition, a salary survey was conducted to ensure external market equity by comparing San Miguel County to other county governments, local municipalities and local businesses as appropriate. Recommendations were provided to improve the fairness and equity in the current classification and compensation system.



Classification and Compensation Study St. Charles County, Missouri

Evergreen Solutions was engaged with the St. Charles County Government to conduct a Classification and Compensation Study. The primary purpose of the study was to assist the County in the evaluation of its overall employee compensation and pay structure as compared to the market; to perform a job audit and analysis for each full-time position to determine appropriate classification; and to update/develop job descriptions in a standardized format that is ADA and FLSA compliant.

At the conclusion of the study, Evergreen provided a recommended job evaluation plan that will allow the County to evaluate positions every two years as well as provided an administration manual with plan



maintenance procedures and a summary document that could be used to communicate the compensation system change to current and future employees.



Comprehensive Compensation and Classification Study Jefferson County, Missouri

Jefferson County retained Evergreen Solutions in 2016 to conduct a Comprehensive Compensation and Classification Study to analyze the County's market competitiveness and internal equity. Located just 40 miles southwest of the City of St. Louis, the County possessed a unique set of challenges being on the border of more rural, suburban, and even metropolitan markets. Maintaining market competitive compensation and classification plans in these environments required special effort. With this in mind, this study included a comprehensive classification analysis using the Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An assessment of external equity including a salary survey of competing organizations was conducted. The project concluded with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign the existing system in place for the County.

Note: Evergreen was originally hired in 2010 to conduct a Compensation and Classification Study for the County.



Compensation and Benefits Study Clay County, Missouri

Evergreen Solutions is retained by Clay County to conduct a Compensation and Benefits Study by assisting the County in developing a compensation plan that will position and support the County with regards to recruitment, retention, and succession planning goals. Evergreen will review and analyze the current compensation structure and make recommendations for improvements to the existing plan. Evergreen will determine whether the total compensation package received by County employees is externally competitive, internally equitable and fiscally sound. The assumption will be that the County will continue to attempt to provide an annual increase equal to or surpassing the Social Security Administration annual COLA percentage.

Evergreen will recommend and identify a market position for Clay County by administering a comprehensive labor market salary survey for the Kansas City Metropolitan Area that reflects the public sector.



Evergreen will then recommend appropriate salary ranges for each existing or proposed position based on the classification plan, the compensation survey results, internal relationships, and equity. In addition, Evergreen will prepare a new salary structure based on the results of the survey and best practices. **Note:** This project is nearing completion.



Comprehensive Classification and Compensation Study City of Branson, Missouri

The City of Branson hired Evergreen Solutions to conduct a Comprehensive Compensation and Classification Study to determine whether the City possessed a compensation and classification system that was both equitable as compared to the external competitive employment market as well as equitable internally. The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including a salary survey of competing organizations. The report culminated with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the City of Branson.



Compensation Study City of Lee's Summit, Missouri

The City of Lee's Summit retained Evergreen Solutions to conduct a Compensation Study to determine whether the City possessed a compensation and classification system that was equitable as compared to both the external competitive employment market as well as being internally equitable. The study included a complete classification analysis using the Job Assessment Tool and Management Issues Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including both benefits and salary surveys of competing organizations.

The report culminated with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing systems in place at the City of Lee's Summit. Also included in this study was an evaluation of the City's performance evaluation system to include recommendations for improvement, revision of evaluation instruments and development of a brief training manual for the program.



Classification and Compensation Study and Analysis City of Broken Arrow, Oklahoma

Evergreen Solutions was retained by the City of Broken Arrow to conduct a Classification and Compensation Study and Analysis to evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. Evergreen performed the following: reviewed all job classifications, confirmed and recommended changes to hierarchical order of jobs using your evaluation system; established appropriate benchmarking standards and conducted salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers); identified potential pay compression issues and provided solutions; analyzed and recommended changes to the compensation matrix and/or structure to meet the market analysis; and assess impact of pending DOL changes.



Compensation and Benefits Study County of Montgomery, Pennsylvania

Evergreen Solutions was retained by the County of Montgomery to conduct a Compensation Study. The study included an examination of the County's compensation plan in order to provide recommendations for compensation policies, procedures and practices that provided internal equity and allowed the County to be competitive in the marketplace for attracting and retaining qualified employees Evergreen recommended and identified a market position for Montgomery County by administering a comprehensive labor market salary survey to select public and private sector peers. Evergreen also conducted a comparative analysis of benefits provided in the market that included PTO, health, dental, vision and prescription, including percentage of contribution between employee and employer, long term disability (LTD), life insurance and pension benefits.

Evergreen then recommended appropriate salary ranges (i.e., min, mid, and max) for all non-represented classifications. Evergreen prepared a cost analysis for the recommended salary ranges.



Gender and Race Equity Audit County of Allegheny, Pennsylvania

Evergreen Solutions was retained by Allegheny County to assist with a Race and Gender Audit. The audit involved surveying employees, conducting focus groups, and assessing quantitative data. The guiding elements of the audit included:



- Examining wage equity issues related to the current classification plan and practices;
- Addressing wage disparities as they currently relate to gender and race in order to seek a solution to any systemic problems; and
- Ensuring that employees performing the same work receive the same pay regardless of gender or race.



Employee Classification and Compensation Study Blount County, Tennessee

Evergreen Solutions was retained by Blount County to conduct an Employee Classification and Compensation Study for its workforce. Evergreen conducted focus groups and interviews with employees and employees completed a Job Assessment Tool (JAT) that identified work performed. Evergreen presented to the Human Resources Director and Mayor any resultant classifications recommended in the classification study and provided for the maintenance of the new structure, including periodic review, reclassification review procedure and promotion guidelines.

For the compensation study, Evergreen identified survey labor market and benchmark classes to use for a market analysis; conducted a comprehensive compensation search utilizing other similar public sector employers; completed internal salary relationship analysis, including the development of appropriate internal relationship guidelines: developed externally competitive and internally equitable salary recommendations for each class included within the study in order to maintain appropriate competitive position in relation to other employers within the region; and assigned a salary range to each classification which reflected the results of the market survey and the analysis of internal relationships. Evergreen presented survey results to management to make a decision on overall pay philosophy. In the end, Evergreen recommended appropriate premium pay options to supplement the compensation plan. Examples included options for pay for certifications, professional licenses, special skills, temporary "acting" assignment at higher level duties, "on-call" and "callout" pay, pay alternatives for exempt level workers not normally eligible for overtime, and similar pay practices.





Employee Compensation and Classification Study Mahoning County, Ohio

Evergreen Solutions was retained by Mahoning County to conduct an Employee Compensation and Classification Study for all the County's 1,746 employees. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen consultants also reviewed and updated existing job descriptions and determined FLSA designations for each job title/classification. Evergreen designed an implementation strategy for the compensation system with the lowest financial impact on the County's operating budget and with the greatest gain to positions that fell outside of a designated range. In the end, recommendations were made to improve the fairness and equity in the current system.



Salary and Benefits Study City of Bloomington, Indiana

Evergreen Solutions was retained by the City of Bloomington to conduct a Salary and Benefits Study. Evergreen examined wages and benefits of the City's employees (including transit) as compared to public and private sector entities in Indiana and surrounding areas to determine whether the City's wages and benefits are competitive in the market.



Classification, Compensation, and Benefits Survey Kent County Levy Court, Delaware

Evergreen Solutions was hired by Kent County Levy Court (KCLC) in Dover, Delaware to conduct a Classification, Compensation, and Benefits Study. Evergreen's consultants reviewed all current classification specifications and analyzed, documented, and validated the same for distinguishing characteristics, position definition and purpose, knowledge, skills, abilities, essential job functions, minimum qualifications, education and experience relevance and hierarchal consistency, conformity with ADA language relative to essential job functions (including physical and intellectual requirements), working/environmental conditions, supervision received and exercised, standby/call back responsibilities, and special requirements including licensing, regulatory, and certification requirements.

Evergreen conducted on-site interviews with employees, as well as appropriate supervisor and management personnel, to verify/clarify information received in the questionnaires and to ensure information



regarding organizational structure, supervision, essential job duties, and working environment was accurately captured and reflected in the descriptions that were developed. Evergreen recommended updates proposed a new system utilizing a standardized rating system that analyzed each position against multiple evaluation criteria.

Evergreen also conducted a market salary and benefits survey of public sector organizations comparable to the County in size, population, economic climate, proximity to major cities, etc. The market survey included the hours worked per week by employees in each position in those comparable communities—in an effort to consider both internal and external equity—and was used to compare base annual salary for each position included in the study by minimum, midpoint, and maximum.

Utilizing the market survey results, comparable job descriptions, and other data collected, Evergreen prepared a recommended compensation plan design and salary schedule to correspond to the classification plan and customized to reflect the County's pay progression policy and compensation philosophy. Evergreen recommended the vertical salary relationship and/or differentials between classes in each class series. In the end, Evergreen provided KCLC with a final report that included specific, itemized recommendations, including a discussion of the methods, techniques, and data used to develop the classification and compensation plan and benefits program.



Classification and Compensation Study Gloucester County, Virginia

Evergreen Solutions was retained by Gloucester County to conduct a detailed compensation and classification analysis of its non-faculty employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



Compensation Study (Salary and Benefits) Louisa County, Virginia

Evergreen Solutions was retained by the Louisa County to conduct a Compensation Study. Evergreen's consultants reviewed the effectiveness of the County's current pay plan as it related to the market



competitiveness for attracting and retaining quality employees. Pay ranges as well as benefits were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current compensation system.



Classification and Compensation Study Essex County, Virginia

Evergreen Solutions was hired by Essex County to conduct a Classification and Compensation Study that will allow the County to be competitive in the marketplace in attracting and retaining qualified employees. Evergreen's consultants will perform the following: survey each unique job class to determine a definition of the job class, essential functions, education requirements, experience, knowledge, skills, and abilities, and review and update existing job descriptions, as needed; review the County's current pay practices including overtime pay, awarding compensatory time, half-time pay for emergency services, and all other pay for public safety; prepare a cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification; and recommend appropriate salary range for each existing or proposed position based on the classification plan, the compensation survey results, and internal relationships and equity.



Classification and Compensation Study Loudoun County, Virginia

Evergreen Solutions was engaged with Loudoun County to conduct a Classification and Compensation Study. Evergreen conducted a comprehensive review and evaluation of the County's compensation philosophy and competitive market and made recommendations to retain, modify and/or change the compensation philosophy and/or competitive market. Evergreen also conducted a comprehensive review and evaluation of policies governing the County's total compensation program (pay and benefits offerings) and classification system; benchmarked the elements of the County's total compensation and classification program against its current competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify and/or change elements of the total compensation and classification program.

Evergreen further conducted a comprehensive review and an evaluation of the County's performance plan system; benchmarked the County's system against the job description systems of its competitive market and other potential competitor jurisdictions; and made



recommendations to retain, modify, or change the current system. In the end, Evergreen provided comprehensive recommendations for modifying classification and compensation policies and procedures.



Classification and Compensation Study County of Culpeper, Virginia

Culpeper County retained Evergreen Solutions to assist with a comprehensive classification and compensation study of all its employees. The study involved conducting a job analysis through desk audits, interviews, and focus groups. A more detailed analysis was performed on clerical and law enforcement staff. A salary and benefits survey was also issued to peers to assess the County's current market position. Recommendations were made for all employees to address job and compensation changes.



Compensation Study King George County, Virginia

Evergreen Solutions was engaged with King George County to conduct a Compensation Study. Evergreen analyzed local market data taken from peer organizations to determine the appropriate compensation levels for benchmarked positions. Recommendations for adjustments to the compensation system were made.



Salary Plan Review City of Suffolk, Virginia

Evergreen Solutions was retained in 2015 by the City of Suffolk to review the Compensation and Classification Study Final Report completed in 2009 by another firm. The goal of this review was to assess the applicability of recommendations since the study's completion, with an emphasis on reviewing: Phase 3 recommendations and applicability given time since completion of study; salaries of employees included in the 2009 study and those not included in the 2009 study (~300 employees hired after study completion) to assess internal equity; title changes recommended; and the City's Compensation Philosophy. In the end, Evergreen provided a final report that included: a comparison of current market compensation data (obtained primarily from TechNet database) to City compensation data; recommendation for placement of all employee salaries for both employees included and not included in



the 2009 study; a recommended pay plan/salary schedule; and a recommendation to address compression caused by Phase in approach across all employee groups, including police and fire.

Note: Evergreen Solutions was previously hired by the City of Suffolk to conduct a Compensation and Classification Study. Evergreen consultants assessed both internal and external equity of the City's compensation and classification plan, and provided recommendations for a new plan to cover the City's approximate 1,000 employees.



Pay and Classification Study City of Williamsburg, Virginia

Evergreen Solutions was retained by the City of Williamsburg to conduct a Pay and Classification Study. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the marketplace to determine the appropriate pay levels for all jobs. Recommendations were provided to improve the fairness and equity in the current classification and compensation system.



Classification and Compensation Study City of Fredericksburg, Virginia

Evergreen Solutions was engaged with the City of Fredericksburg to conduct a Classification and Compensation Study. Evergreen conducted a full job analysis of City positions and revised existing job descriptions based upon the findings of the job analysis. Evergreen also surveyed the local labor market to ensure that the City's overall package of compensation and benefits was competitive and evaluated whether the City's current human resources policies was affecting the City's ability to compete in the labor marketplace.

Evergreen assisted the City in updating its current classification and compensation plan and developed a strategy to increase employees' pay to a competitive level that aligned with the results of the study. Evergreen provided recommendations to the overall classification and compensation plan that provided internal equity and that would be competitive in the marketplace to attract and retain qualified employees.





Wage and Salary Scale Study Washington County, Maryland

Evergreen Solutions was retained by Washington County to conduct a comprehensive study of the County's wages as they related to neighboring jurisdiction's wages and salaries—the purpose was to assure adequacy of pay and employee wages when compared to area private and public employees. Evergreen met with each Division Director to gather information regarding pay issues that were unique to their departments. Evergreen also conducted a brief review of the method of classifying positions to ensure its adequacy in today's pay and classification environment. Using the revised classification system, Evergreen evaluated all positions and placed them in an appropriate "grade". Evergreen recommended a system for the County to use for years to come to evaluate job positions.



Salary and Benefits Review, and Analysis City of Hyattsville, Maryland

Evergreen Solutions was hired in 2013 by the City of Hyattsville to conduct a Salary and Benefits Review and Analysis of all classifications. The process included a comprehensive review of market compensation averages using a detailed duties-based salary survey approach as well as a comprehensive benefits survey. Market position was determined, a compensation philosophy was developed and strategic positioning recommendations were made with the goal of providing the City a more equitable compensation model.

Note: Evergreen was again hired to conduct a Compensation System Analysis for the City.



Classification and Compensation Plan Review City of Annapolis, Maryland

The City of Annapolis retained Evergreen Solutions to conduct a Classification and Compensation Plan Review. The primary objectives of the study were to: review and revise the classification system; review and revise job descriptions; determine relevant competitive markets by conducting a salary survey of selected peer organizations; propose guidelines for an improved or new compensation program; and provide recommendations to keep the pay structure competitive.





Salary Equity Study Guilford County, North Carolina

Evergreen Solutions was retained by Guilford County to assess pay equity based on race and gender for all County employees. Evergreen's consultants performed a review of approximately 1,500 plus positions for internal salary equity. This was accomplished by reviewing the incumbent's related education and experience prior to County employment and related experience gained with the County. Evergreen's consultants also reviewed job descriptions, in conjunction with County Staff, to ensure that content and titles were current, accurate and were consistent with FLSA, EEO and ADA considerations. At the conclusion of the study, Evergreen made recommendations by individual position/ employee for internal salary equity pay adjustments and provided an analysis that included a statistical treatment of pay placement and progression.



Classification and Compensation Study and Benefits Survey New Hanover County, North Carolina

Evergreen was retained by New Hanover County and the New Hanover Alcohol Beverage Control Board to conduct a Classification and Compensation Study for its employees. Evergreen's consultants conducted an employee classification and compensation study of public and private employers who were providing equitable services and, based on that study and determined if individualized position/job descriptions were needed, and if so, assisted in the development of those descriptions. Evergreen prepared a comprehensive analysis that identified New Hanover County's competitive position in the labor market and provided a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave), and prepared recommendations for compensation policies, including variable incentive pay options, to maintain competitiveness, reward employees, and ensure equity.

Select County and ABC Board members were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.



Comprehensive Position Classification and Compensation Study Gaston County, North Carolina

Evergreen Solutions was engaged with Gaston County to conduct a Comprehensive Position Classification and Compensation Study for its employees (1,410 full-time, 46 part-time, and 143 temporary). The



primary objective of the study was to implement a fair, consistent, competitive, equitable, and legally defensible classification and compensation system that allowed the County to attract, reward and retain qualified individuals. To accomplish this, Evergreen's consultants performed a comprehensive review of the County's classification and compensation system which included conducting an internal equity analysis of employee salaries.

Evergreen provided recommendations to create a system that not only aligned with the State of North Carolina's substantially equivalency requirement, but allowed for flexibility so as not to inhibit those departments that were not required to have this alignment.



Salary Parity Study / Structural and Compensation Systems Study Charleston County, South Carolina

In 2005-06, Charleston County conducted a Classification and Compensation Review using another consulting firm. Then in 2007, Evergreen Solutions was hired by the County to review the results and verify the recommendations that accompanied the study. The primary issue examined by Evergreen was the internal equity relationships present within the County's pay plan. The Evergreen Team administered a job analysis tool to County employees that helped determine job worth and verify internal equity relationships as they relate to compensation. Although the study's primary emphasis was ensuring that internal equity relationships were proper, the study also ensured that employees were paid consistently with the market. Evergreen provided detailed recommendations for adjusting the County's pay and classification structure and developed an implementation plan complete with costing information.

Note: Evergreen was again hired in 2012 to conduct a Structural and Compensation Systems Study. The Evergreen Team worked with elected official and employee committee throughout the process. Our phases included employee outreach, best practice research, and consensus building to recommend a 21st Century approach to compensation and classification management.



Classification and Compensation Study Berkeley County, South Carolina

Evergreen Solutions was retained by Berkeley County to conduct a Classification and Compensation Study. Evergreen's consultants reviewed the County's classification and compensation plan and I recommended a consistent and competitive market position that the County can maintain based on a salary survey results from peer



organizations. Evergreen also recommended an appropriate salary range for each position in the County based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



Classification and Compensation Study City of Lancaster, South Carolina

Evergreen Solutions was retained by City of Lancaster to conduct a detailed compensation and classification analysis of its employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



Classification and Compensation Study City of Goose Creek, South Carolina

Evergreen Solutions was retained by the City of Goose Creek to conduct a Classification and Compensation Study. Evergreen reviewed the current classification system by including a job analysis, assessed job descriptions and made recommendations for changes; provided the tools necessary to maintain the classification system for future positions if a new classification system was recommended; and revised the current Compensation Plan based on the labor market. In the end, Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



Compensation and Classification Study City of Mauldin, South Carolina

The City of Mauldin retained Evergreen Solutions to provide oversight into the data collection process regarding compensation and classification as well as provide recommendations following the collection of the data for the City to transition into a purely merit-based pay system. The purpose of the study was to review the current structure that had not been updated in the last few years utilizing the



position rating manual and position analysis questionnaire; review the salary survey methods and results collected from local municipalities and national IMCA data; verify overall grade placement and internal equity for the organization as a whole; ensure external equity with the marketplace; and provide oversight on transition to performance management, merit-pay system. As part of the study, Evergreen reviewed the materials provided by the City and gave feedback on best practices and market trends; analyzed internal equity data collected by City and gave feedback to address internal equity; reviewed salary survey data collected by the City for accuracy and provided insight regarding findings; developed the strategic position for the City utilizing collected data and desired intentions of the City; and assisted the City with developing transition plan.



Classification and Compensation Study City of Chester, South Carolina

Evergreen Solutions was engaged by the City of Chester to conduct a comprehensive compensation and classification study for all City employees. The Evergreen Team conducted orientations and focus groups with general employees. Employees completed Job Assessment Tools, and supervisors completed Management Issues Tools, as needed. The data gathered through this process resulted in JAT scores for each job title, placement of each job into an internal hierarchy, and potential recommendations for revision to the current classification structure. Evergreen Solutions also conducted a comprehensive salary survey. The results will be combined with the internal hierarchy to help generate recommendations for a comprehensive compensation and classification structure. The Evergreen Team provided detailed recommendations for implementation of the new structure and related employee salary adjustments.



Classification and Compensation Study Town of Mount Pleasant, South Carolina

Evergreen Solutions was hired in 2011 to assist the Town of Mount Pleasant to assist with a Compensation and Classification Study. The Evergreen Team conducted employee orientation sessions, focus groups, job analysis, market assessment, and provided recommendations.

Evergreen was again hired in the later part of 2015 to conduct a Wage and Compensation Study and Benefits Survey. The purpose of the study was to evaluate the Town's present wage and compensation plan, as well as its benefit package against those of comparable municipalities and competitive businesses, analyze and amend job descriptions, and



develop a recommendation for improving the Town's current performance evaluation process and the forms used in this process. Attention was paid to private employers that competed for similar, qualified employees in the labor markets comparable to the Town. Evergreen is providing ongoing support with regard to salary classification and creation of job descriptions for new positions as they occur, and reclassification of current positions when requested.



Classification and Compensation Study Town of Hilton Head Island, South Carolina

Evergreen Solutions was engaged with the Town of Hilton Head Island to conduct a Classification and Compensation Study for all its employees. The study included the following primary objectives: to conduct a thorough, complete and accurate class specifications/job descriptions for all positions; appropriate valuation of each position relative to other Town positions; and to develop a competitive total rewards package (salary and benefits) relative to similar positions in the market.

Evergreen provided written guidelines for maintaining class specifications/job descriptions, for evaluating/re-evaluating job class specifications/job descriptions and for maintaining model compensation structure (s). Evergreen further recommended pay administration policies to include, but not be limited to, policies regarding movement through ranges, adjustments within pay grades, adjustments for assumption of additional duties (temporary or permanent), reclassifications, promotions, transfers, demotions, career ladders, etc. and recommended reliable external market data sources for salary structure adjustments and determination of merit budget

Upon recommendation to the Town for the implementation of a new classification and compensation program, Evergreen's consultants reviewed current performance management system documentation and provided recommendations to strengthen link between pay and performance as appropriate. In addition, Evergreen recommended future merit allocation approaches, considering changes to classification and compensation program and limited budgets.



Compensation and Benefits Study and Analysis City of Dahlonega, Georgia

Evergreen Solutions was engaged with the City of Dahlonega to conduct a comprehensive classification, compensation, and benefit study and analysis of its workforce. Evergreen's consultants evaluated the City's present salary and benefit structure as compared to the relevant job



market for comparable positions in both the private and public sectors. Evergreen reviewed all current job descriptions and analyzed the same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions and special requirements, including licensing and certifications. Evergreen also analyzed all existing job family classifications, pay grades and salary ranges, and recommended modifications as necessary as well as analyzed all existing FLSA classifications and recommended modifications, as necessary.



Compensation and Classification Study City of Kingsland, Georgia

Evergreen Solutions was hired by the City of Kingsland to assist with a city-wide compensation and classification study and recommendations for implementation of a revised pay plan. The study included all employees and classifications in the City. As part of the study, the Evergreen Team conducted focus groups and interviews with employees, and employees completed Job Assessment Tools (JATs). Evergreen's consultants conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the City. Finally, a detailed plan was developed to provide the City with specific steps to implement an equitable and competitive compensation plan.



Classification and Compensation Study and Analysis City of Douglasville, Georgia

Evergreen Solutions was retained by the City of Douglasville to conduct a Classification and Compensation Study and Analysis of its workforce consisting of 225 full-time employees in approximately 96 job titles.

Evergreen performed the following tasks:

- Evaluated the City's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors.
- Reviewed all current job descriptions and analyze same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); and special requirements including licensing and certifications.



- Reviewed the City's current Position Classification and Wage Administration Plans and provided recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments.
- Analyzed all existing job family classifications, pay grades and salary ranges and recommend modifications as necessary.
- Analyzed all existing FLSA classifications and recommended modifications as necessary.
- Identified potential pay compression issues and provided alternative solutions.



Compensation Analysis City of Alpharetta, Georgia

Evergreen Solutions was engaged with the City of Alpharetta to conduct a competitive compensation analysis. The purpose and intent of the study was to compare and contrast the City's current wage and benefit structure and levels with those of key competing employers—both public and private. The analysis was based upon job descriptions and/or duties performed rather than upon job titles in order to ensure accurate comparisons and to consider all aspects of the City's compensation package. At the time of the study, the City of Alpharetta employed 414 full-time and five part-time positions, excluding senior management and elected officials, defined across 132 position descriptions. The base salary ranges for these positions were divided among eight pay grades.

The primary goals of this project were to: determine the City's competitive position within the marketplace in terms of its overall compensation package; determine the relative value and competitive positioning of each compensation/benefit area; and identify any weaknesses within the components of the City's existing compensation package that may negatively impact the organization's ability to attract and retain talented employees.





Employee Classification and Compensation Study City of Savannah, Georgia

Evergreen was engaged with the City of Savannah to conduct an Employee Classification and Compensation Study for its workforce of 2,500 employees. Evergreen developed a comprehensive job classification system that accommodated the City's need for a flexible. internally and externally equitable, defensible, market sensitive and easily administered system for all current and future jobs within the City. Evergreen established career paths for occupations, provide clear distinctions in different job levels, established performance standards/job qualifications for all newly created job classifications, produced job descriptions that were legally defensible and are in accordance with ADA and FLSA, assigned classifications to pay ranges designed by the City that were labor market appropriate, and trained Human Resource staff so that they could maintain, enhance, and use the classification system to identify and consistently apply the system to modify an existing position or classification or create a new position or classification scheme.

Evergreen further assisted the City in formulating a formal compensation philosophy and developing a compensation system for all job classifications based upon the adopted compensation philosophy. Evergreen identified comparable benchmark employers to guide the City's future employee salary and benefit decisions in order to facilitate the retention and attraction of high performing staff members, while being financially sustainable.



Comprehensive Classification and Compensation Study City of Garden City, Georgia

Evergreen Solutions was retained by the City of Garden City to conduct a Comprehensive Classification and Compensation Study for its workforce. The primary objectives of the Classification and Compensation Study were to: attract and retain qualified workers who would be paid equitable salaries; provide fair salaries for all workers of the City; and provide a salary structure that enabled the City to maintain a competitive position with other cities and companies within the same geographic area. To accomplish this, Evergreen: worked with the City's management staff to identify a market position for the City; developed a comprehensive labor market salary survey for the Chatham County area and surrounding municipalities that reflected both cities and private industry; analyzed existing internal hierarchy based on job relationships, identified problem areas within the internal hierarch system, and proposed implementation methods to correct identified problems; reviewed current classification grade methodology, and proposed recommended strategies for the City of Garden City; and developed a pay plan identifying specific parameters (i.e., percent spreads between



ranges and within ranges). In the end, Evergreen prepared a cost analysis for positions that fell below the proposed minimum salaries following reclassification and developed recommendations and an instrument for the ongoing internal administration and maintenance of the proposed classification/compensation plan.



Comprehensive Classification and Compensation Study City of Tybee Island, Georgia

Evergreen Solutions was retained by the City of Tybee Island to conduct a Comprehensive Compensation and Classification Study. Evergreen's consultants reviewed the City's current compensation plan (salary grade levels and steps) to understand the current challenges of recruiting and retaining employees and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey of both private and public sector peer organizations. In the end, Evergreen recommended an appropriate salary range for each position in the City based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity.

Evergreen prepared a new salary structure based on results of the salary survey and best practices and developed guidelines to assist the City staff with determining the starting pay for new employees based on knowledge and experience above minimum requirements of the position, how difficult the position is to fill, and market competitiveness. Evergreen further provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



Salary and Benefits Survey City of Roswell, Georgia

Evergreen Solutions was retained by the City of Roswell to conduct a Salary and Benefits Survey. Evergreen examined wages and benefits of the City's employees as compared to public and private sector entities in Georgia and surrounding areas to determine whether the City's wages and benefits were competitive in the market.





Compensation Study City of Statesboro, Georgia

Evergreen Solutions was engaged with the City of Statesboro to review and update the City's Classification and Compensation Plan for its 300 employees. The primary goals of this project was to: ensure job descriptions accurately reflect work performed; identify career ladders/promotional opportunities for each classification; determine the City's competitive position within the marketplace; and identify any weaknesses within the components of the City's existing compensation plan that may negatively impact the organization's ability to attract and retain talented employees. Evergreen recommended appropriate salary ranges for existing or proposed positions based on the classification study and the compensation survey results.



Classification and Compensation Plan Development City of Brookhaven, Georgia

Evergreen Solutions was engaged with the City of Brookhaven to develop a Classification and Compensation Plan. The primary goals of this project was to: ensure job descriptions accurately reflect work performed; identify career ladders/promotional opportunities for each classification; determine the City's competitive position within the marketplace; determine the relative value and competitive positioning of each compensation area; and identify any weaknesses within the components of the City's existing compensation plan that may negatively impact the organization's ability to attract and retain talented employees. Evergreen recommended appropriate salary ranges for existing or proposed positions based on the classification study and the compensation survey results. Evergreen also recommended a performance management and evaluation program, including a comprehensive evaluation form and rating system for fiscal year 2016 implementation. The evaluation plan included a performance-based component.



Classification and Compensation Study and Analysis Douglas County, Georgia

Evergreen Solutions is engaged with Douglas County to conduct a Classification and Compensation Study and Analysis. Evergreen will evaluate the County's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors. Evergreen will perform the following tasks:



- review all current job descriptions and analyze same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions & summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); special requirements including licensing and certifications;
- review the County's current Position Classification and Wage Administration Plans and provide recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments;
- analyze all existing job family classifications, pay grades and salary ranges and recommend modifications as necessary;
- analyze all existing FLSA classifications and recommend modifications as necessary;
- establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable Georgia counties as required;
- identify potential pay compression issues and provide alternative solutions; and
- develop applicable classification/reclassification questionnaire.



Compensation and Benefits Study Forsyth County, Georgia

Evergreen Solutions was engaged with Forsyth County to conduct a Compensation and Benefits Survey for the various departments/offices of the County. The objective of the survey was to provide Forsyth County Government a competitive position with other comparable government entities and private employers within the same geographic area to attract and retain qualified employees. Evergreen's consultants reviewed the current compensation plan and salary grade levels to understand the current challenges facing the County in recruiting and retaining employees. Evergreen surveyed comparable labor markets competing with the County for labor in the greater metro Atlanta labor market and comparable public organizations. The survey was designed to capture not only base salary information but comprehensive benefits



information (inclusive of: deferred compensation; leave plans; employer paid medical, dental, vision, disability insurance, life insurance) to ensure that the County was competitive with other public organizations in the greater metro Atlanta labor market in its total compensation package.

In the end, Evergreen prepared a final report of findings with written recommendations regarding specific classifications, salary market adjustments, and preferred benefit package and recommended any necessary salary range changes for the County's job classifications.



Classification and Compensation Study Lumpkin County, Georgia

Evergreen Solutions was engaged with Lumpkin County to conduct a comprehensive classification and compensation study of its workforce which assisted the County in updating its current classification plan, revising salary administration guidelines, and developing a strategy to increase employees' pay to a competitive level that would align with the results of the study.

Evergreen provided recommendations to the overall classification, compensation, and performance plan that provided internal equity and would be competitive in the marketplace to attract and retain qualified employees. Evergreen provided options on ways to keep the pay structure current in future years in order to avoid compression and provided the necessary training for the implementation of the new salary schedules and plans. Evergreen provided the County with multiple pay scales for both part- and fulltime employees, including pay scales for employees of the Sheriff's Office and Emergency Services.



Compensation Study City of Hollywood, Florida

The City Hollywood retained Evergreen to conduct a compensation study of all non-represented employees (Executive; Managerial; Legal; Technical; and Confidential Administrative Support). A job-task analysis/job audit was conducted to determine whether classifications were correctly placed in the organizational hierarchy and whether individual job positions were classified correctly. Evergreen reviewed job descriptions using the Job Assessment Tool job valuation methodology and conducted a statistical assessment of current conditions to ensure compliance with federal and state laws including proper designation of classifications as "exempt" vs. "non-exempt". Evergreen conducted a comprehensive survey to ensure that the City of



Hollywood's compensation plan was equitable and competitive in its total compensation package relative to internal factors and external markets (The City's goal was to be in the top 25% in salary). Evergreen's consultants reviewed existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity adjustments" as needed, based upon the results of the salary survey and the recommended pay plan.

Evergreen concluded the study with recommendations designed to alleviate any strains on the current compensation and classification system. Evergreen further recommended procedures, policies, and methods to maintain an on-going Classification & Compensations Plan that was performance based, fair and competitive. In addition, Evergreen's consultants developed policies and procedures for developing and maintaining a career track/progression/retention program and reviewed existing performance appraisal system in order to make recommendations to integrate the performance appraisal system with new Classification & Compensation Plan. **Note:** At the conclusion of the study Evergreen was hired again to conduct a compensation study of all AFSCME employees (i.e., Professional and Supervisory employees).



Compensation, Classification, and Benefits Study City of Palm Beach Gardens, Florida

The City of Palm Beach Gardens was on contract with Evergreen Solutions to conduct a comprehensive Compensation and Classification Study to assess the city's internal and external equity. The City had established track record of regular studies of this nature and seeks upto-date competitive salary and benefits information from both the private and public sector. A salary survey of peer organizations in the local and regional market, to include benefits and total compensation, was conducted to ascertain the City's relative market position. The City maintained the objective of being among the compensation leaders in Palm Beach County, and regular evaluation of this kind was essential in achieving this progressive goal. The study included a complete classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. The study concluded with a series of findings and recommendations in a written report that was designed to identify and recommend resolution of any inequities in the system and, if necessary, update the existing classification structure. The City had gone through a considerable reduction in force, which had caused many responsibilities to be shuffled. Note: Evergreen was again hired in the latter part of 2015 to conduct a Compensation and Classification Plan Update.





Comprehensive Classification and Compensation Study City of Panama City, Florida

Evergreen was retained by the City of Panama City to conduct a Comprehensive Classification and Compensation Study for 545 non-union positions/employees, including approximately 79 firefighters, 92 police officers, and 5 elected officials in 190 job classifications. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen reviewed the City's current performance evaluation system, tools and procedures, and made recommendations for necessary changes to the system.

Recommendations were also provided to improve fairness and equity of all jobs within the City. Select City staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system were accomplished. Evergreen made recommendations regarding enhancements to the City's current performance evaluation system and provided the City with a performance evaluation tool.

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Job Classification Analysis City of St. Petersburg, Florida

Evergreen Solutions was retained by the City of St. Petersburg to conduct a Job Classification Analysis in order to update and produce approximately 648 legally-compliant job descriptions that would include 6 – 8 core competencies each. Evergreen's consultants: analyzed all city job descriptions, both full-time and part-time positions, and determined the core competencies for each classification; and revised classifications and competencies that formed the foundation of the City's recruitment, learning management, performance management, and succession planning programs.

Evergreen met with HR staff and department heads to discuss roles, competency model options, and project processes and adjusted the competency survey that was used in conjunction with the Job Assessment Tool (JAT) that was administered to a representative sample of the City's 3,150 full- and part-time staff. Evergreen reviewed the work performed by each classification and scored and reviewed supervisory comments for any anomalies or discrepancies discovered. Evergreen created task inventory and job families based on JAT responses and organizational charts and identified the degree of overlap in tasks between jobs in similar job families. From this, Evergreen identified root factors in each task grouping and linked to any underlying behavioral factors.



Classification and Compensation Services City of Dunedin, Florida

Evergreen Solutions was engaged with the City of Dunedin to provide and Classification and Compensation Services. Evergreen analyzed each position within the City by conducting interviews; evaluating employee position descriptions and duties; interviewing department heads; assessing classifications within positions; and making FLSA determinations. Evergreen presented a proposed classification structure to City management, including a cost analysis for positions that would require adjustments. Evergreen also conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, and actual salaries to ensure that the City's compensation was equitable and competitive relative to internal factors and external markets.



Compensation Analysis City of Orange City, Florida

Evergreen Solutions was engaged with the City of Orange City to conduct a Compensation Analysis. Evergreen's consultants estimated the City's market position, refined its pay plan, and slotted incumbents based on data collected from the region.



Classification and Compensation Study City of Cocoa, Florida

Evergreen Solutions was hired by the City of Cocoa, located in Brevard County, to conduct a Classification and Compensation Study for its 444 employees. Evergreen's consultants performed a comprehensive survey of the City's job classifications, pay structures and benefits and provided recommendations to the City for implementation of the proposed changes in order for the City to maintain internal and external equity.

The City's objectives for the study was: to attract and retain qualified workers who will be paid an equitable salary and benefit package; provide fair salaries for all workers of the City; and provide a salary structure that enables the City to maintain a competitive position with other cities and companies within the same geographic area.

The City's current Pay and Classification Plan consisted of four different classifications:

 General Employees: The current pay structure is set up in pay grades with steps (varying in numbers, up to 16 steps).



- Laborers' International Union of North America (LIUNA): These positions consist of 16 different pay grades with established minimum and maximum pay ranges.
- Coastal Florida Police Benevolent Association (PBA): These
 positions consist of three (3) different pay grades with established
 minimum and maximum pay ranges.
- International Association of Firefighters (IAFF): These positions consist of two different pay grades with established minimum and maximum pay ranges.



Compensation, Classification, and Performance Management Study Manatee County, Florida

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.

The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement.

Note: Evergreen completed a market survey and compensation analysis update in 2012 and recently conducted a Compensation and Classification study of the Information Technology Services Department.





Salary and Benefits Review Hernando County, Florida

Evergreen Solutions was retained by Hernando County to conduct a Salary and Benefits Review of its workforce. Evergreen's consultants reviewed the effectiveness of the County's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. To accomplish this, Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, pay grade factoring system, actual salaries, and benefits (retirement plans, health and dental insurance) information to ensure the County's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets for substantially similar classifications.

Evergreen also conducted a job-task analysis/job audit of all 766 employee positions to verify and validate information from existing job descriptions. Personal interviews with employees, supervisors, and directors were conducted to determine whether classifications were correctly placed in organizational hierarchy and whether individual positions were classified correctly.

Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.



Compensation and Classification Study Alachua County, Florida

Evergreen Solutions was engaged with Alachua County to conduct a Compensation and Classification Study of jobs under the Board of County Commissioners, the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and the Library District. Specifically, the County desired the following services to be performed by Evergreen:

- develop and administer a job analysis questionnaire for the purpose of having employees state their job duties and qualifications including education, experience, licenses and certificates; working conditions (physical and environmental) and all other pertinent information;
- prepare and present to the Board of County Commissioners a report documenting the results of the job analysis by classification and recommendations concerning a classification structure and pay adjustments;
- allocate each employee with regard to the new classification structure;



- identify benchmark classifications to be used to determine appropriate markets for salary survey purposes, as well as to determine the position of the county with regard to salaries for comparable jobs in appropriate markets;
- administer a salary survey for the purpose of recommending appropriate salaries based on external (market) and internal (equity) considerations;
- recommend a salary structure, including the number of pay grades, and pay ranges;
- recommend salaries for each classification, as well as recommended salaries for each employee:
- provide a classification maintenance plan;
- provide guidelines and procedures for administering the resulting classification plan to include the following: Initial placement in the salary range and means for movement through the range; and
- train HR and departmental staff on the methodology and maintenance of the recommended classification and pay plan.



Compensation and Benefits Study Seminole County, Florida

The Evergreen Solutions Team was hired by Seminole County to assist with a county-wide Compensation and Benefits Study. The study included employees who served in various capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. **Note:** Evergreen also conducted two other projects for Seminole County (i.e., Compensation and Classification Study and a Performance Evaluation Study).





Compensation Study Lake County, Florida

Evergreen Solutions was retained by Lake County to conduct and furnish a comprehensive compensation survey for Lake County government itself, and for select positions at Lake Emergency Medical Services, Inc. Evergreen made recommendations for improvements and modifications to the current compensation and overall pay structure, including number of pay grades, and appropriate pay ranges (minimum, maximum, percentage between grades, etc.). The recommendations also included appropriate salary ranges and midpoints for each job classification and recommendations for ranges that lagged, matched, or led the relevant labor market. Evergreen surveyed the relevant labor market for merit pay practices being used and recommended pay administration practices to include consideration of merit pay, alternative reward strategies, including non-monetary rewards and cost savings/efficiency incentives as may be suitable.



Compensation Study Osceola County, Florida

Evergreen Solutions was retained by Osceola County to review its compensation system and structure for areas of improvement. The Evergreen team examined current pay plan's organization, market responsiveness, and adaptability. A detailed report was prepared to that summarized findings and recommendations for improvement.



Compensation and Classification Study Services Monroe County, Florida

Evergreen was retained by Monroe County to conduct a Compensation and Classification Study for 265 non-union employees in 178 classifications as well as 124 union employees in 46 classifications who are represented by the Teamsters bargaining unit. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Evergreen's consultants compared the County's positions to other similar positions within other County departments to determine the relative value of each position to every other position in the County. Comparisons were made with regard to the actual work being performed and based on the current job description. In addition, positions were compared to other similar positions in other private and public sector organizations throughout the Florida Keys and South Florida. Characteristics such as size of the organization, geographic proximity, economic and budget characteristics, and other appropriate demographic data were taken



into consideration when making comparisons. Evergreen's consultants also analyzed pay ranges in the public and private sector to determine the appropriate pay and benefit levels for all included jobs.

Recommendations were provided to improve fairness and equity of all jobs within the County. Select County staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.



Classification and Compensation Study Miami Shores Village, Florida

Evergreen was retained by Miami Shores Village to conduct a Classification and Compensation Study for all employees. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity within the Village.



Compensation Study Village of North Palm Beach, Florida

Evergreen Solutions was retained to conduct a compensation study for the Village of North Palm Beach. The study included evaluating private and public labor market, and making recommendations to improve competitiveness in alignment with the Village's strategic goals. Evergreen's recommendations improved the competitiveness of the Village and helped prepare it for future recruitment challenges.



2.3
Experience in
Developing and
Delivering
Materials

In all Evergreen projects the assigned project team from the Project Principal, Project Director, Assistant Project Director and all Project Consultants review data and other documentation throughout the project to ensure the accuracy of the data collected, reports accurately reflect appropriate analyses and corrective action is taken in the event an error is identified. Our firm's organizational structure is designed to provide a multiple tier approach to quality control.

Evidenced in the firm's 14-year history of successfully delivering studies to over 500 public sector clients, Evergreen has proven experience



developing and delivering materials to our clients which have implemented our recommendations throughout the United States

2.4 Experience in Collecting and Analyzing Data

Evergreen routinely works with large data sets, both in MS Excel, MS Access and SSPS. Often, these electronic files include thousands of individual records and multiple attributes for each record. With SSPS statistical software, Evergreen has the capacity to provide data files, syntax, and output for each evaluation project. Evergreen Solutions has the technology infrastructure to support the detailed collecting and analysis needs of our clients. All of our consultants are equipped with the latest laptop computers, all of which have hard drives of at least 1TB, the ability to write data to CD/USB as well as wireless Internet connectivity through Sprint PCS Vision-Novatel mobile broadband technology.

In addition, Evergreen has previous experience in analyzing compliance with the Oregon Equity Pay Law (HB 2005), based on our work in Albany, Oregon.

2.5 Experience with Unions and Committees

Evergreen has vast experience working on projects for local governments that include employee committees and representation from union organizations within the entity. Our team members have been fortunate to work on many projects that require our team of consultants to work with employee committees and local and national labor union organizations, including collective bargaining.

Examples include:

- Employee Committees Ohio
- Police and Fire Department employee representation- majority of city and county studies throughout the country
- LIAU represented employees throughout the South
- Civil Service (Code 143) Cities in the State of Texas
- Civil Service Commission Nevada
- IBEW South Florida
- Teachers' unions Majority of K-12 projects throughout the country
- AFSCME Many county, state and city projects throughout the country



2.6 What Our Clients Are Saying

The following quotes were provided by some of our public sector clients as they relate to the human resource work we have performed.

"Evergreen's staff were very professional and prompt with responses."

Kim Pendergraff, CPM Texas City Management Association

"Everyone I was in contact with was extremely professional."

"Evergreen's Project Director responded to requests promptly and made every effort to work with the City's requests."

Judy Garza, Human Resources Manager City of Fate, TX

"I consider the staff to be very professional and highly competent."

"We were very pleased with the final presentation to the City Council. Information was presented in a concise and accurate manner."

> Nona Vogel, Assistant Director of Human Resources City of Seguin, TX

"I thought the Project Director did an awesome job. She handled everything perfectly!"

Karen D. U'Halie, Human Resources Director Mahoning County, OH

"Evergreen staff was very knowledgeable and their presentation was very professional before the Board of County Commissioners."

Durwood Bell, HR Position Management Consultant Guilford County, NC

"I give Evergreen all high marks in meeting stated objectives, flexibility, and quality of materials. We enjoyed working with them".

Patrick O. Teague, Director of Human Resources

James City County, VA

"Evergreen was able to respond to all questions in a timely manner."

Pam Smith, Human Resources Director Essex County, VA

"The Evergreen Team was awesome in their service of the contract."

"The Project Director's style was one that listens and understands, but also one who is an expert in compensation and classification issues in local government."



"The Evergreen Team was on time, accurate, and consistent with our organization's goals. When faced with questions or challenges, the Evergreen Team was quick to offer suggestions and viable ideas for addressing them successfully."

Nancy Olivo, Director of Human Resources City of Suffolk, VA

"Evergreen's staff were highly professional and competent."

Richard Brown, Personnel Administrator Richland County Library, SC

"Evergreen's staff were highly professional and competent."

Jan Coulter, Director, Human Resources Division Charleston County Park and Recreation Commission, SC

"Very impressed with the Project Team"

Meghan Kelly, Personnel Officer Town of Mt. Pleasant, SC

"Implemented all of Evergreen's suggestions."

Pat Carson, Personnel Services Director Forsyth County, GA

"Very Happy... Will Definitely use Evergreen Again!"

Jim Harner, Director of Human Resources City of Roswell, GA

"Evergreen offered us a number of communication tools and great information to keep us on top of the changing human resource world."

"They made themselves available for phone calls, email inquiries, and site visits time and time again, often with short notice."

"I know Jeff Ling and the entire Evergreen staff to be excellent service providers and would recommend them highly."

Beth Stefek, Director of Human Resources City of Kissimmee, FL

"Evergreen maintained frequent interaction and was very accessible."

"The draft and final products were excellent and staff was flexible on input and feedback."

"Evergreen completed the project within our timeframe."

Margie Moale, Human Resources Director City of Plantation, FL



"Evergreen exceeded our expectations."

Dale Pazdra, Director of Human Resources City of Coral Springs, FL

"Evergreen's Project Director was very accessible."

Jerry Haines, Human Resources Manager Hernando County, FL

"Evergreen's Project Director was extremely accessible and very responsive."

Robin Hudson, Director of Human Resources St. Johns River Water Management District, FL

"Evergreen's Project Director was extremely accommodating. We were very satisfied."

Teresa Aguiar, Employee Services Director Monroe County, FL

"Evergreen was very competent, highly professional, and easy to work with."

Dale Garcia, Former Human Resources Director (Retired)
Manatee County, FL

"Excellent interaction, responsive, and accessible throughout the project."

Sheryl Stewart, Human Resources Administrator City of Palm Beach Gardens. FL

"I would rate the professionalism of staff very high."

Stacie Mason, Human Resources Director City of Sarasota, FL

"Very timely responses."

"Very good people to work with."

Kim Cherbano, Human Resources Director Town of Ponce Inlet, FL

"Our assigned team was wonderful to work with. They were always available, responsive, and never in a hurry to answer all questions."

Mercedes Perez, Director of Human Resources & Risk Management City of Plant City, FL

"Evergreen is very easy to work with."

Lana Bruce, Manager, Workforce Planning Sarasota County, FL



"Evergreen's staff was professional and responsive."

"Evergreen was willing to incorporate changes throughout the process to make the final product the best it could be!"

"Evergreen provided different options that allowed the City to best assess what it could afford."

Andy McNeill, HR/Risk Manager City of Orange City, FL

"Great staff, willingness to jump right in and help, and willingness to meet short turnaround time expectations all provided to a positive overall experience."

Ed Sisson, HR Director City of Pensacola, FL

"Thanks to your consulting leadership, this project has become a smashing success. Congratulations on a job very well done!"

Tom Mulcahy, Chairman The Heritage Committee Town of Colchester, VT



Section 3.0 Key Persons and their Resumes

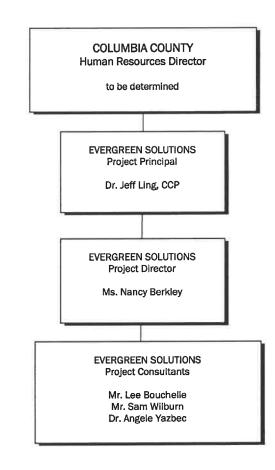
3.0 Key Persons and their Resumes

Evergreen Solutions is well qualified to conduct a Compensation Study for Columbia County due to our experience in conducting hundreds of these studies for local governments and other public sector organizations across the country. In this section, we provide the qualifications of our proposed project team, their duties and responsibilities, and their availability to perform the work and provide support throughout the duration of the project.

3.1 Proposed Project Team

Exhibit 3-1
Proposed Project
Team and
Personnel
Assignments

Exhibit 3-1 shows our proposed project team and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Compensation Study so that there will be no confusion as to who is responsible for any aspect of this engagement.



Columbia County Human Resources Director. With each project engagement, we work with the client to identify one specific point of contact to serve as a Project Manager. The County's HR Director will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the County's HR Director and all project deliverables will be filtered through the County's HR Director throughout the duration of the project.



Evergreen Solutions Project Principal. Our Project Principal will have ultimate accountability for the success of this project. Evergreen Solutions' Project Principal is always a senior leader in our firm, most often a Vice President or higher. The Project Principal will have contractual authority over the contract, and will be our top level of project responsibility.

Evergreen Solutions Project Director. Evergreen designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the County's HR Director. The Project Director will have the most frequent contact with the City and will assign project activities to the Project Consultants, and will ensure that deliverables are met within specified timelines.

Evergreen Solutions Project Consultants. Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will review pay plans, collect the data for the salary and benefits survey, and prepare draft and final reports.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Evergreen is proposing an exceptional team of consultants who have worked together on many similar projects. Evergreen Solutions always makes sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the study. The combination of our individual knowledge and skills form a superior team who will be able to competently perform all of the pieces of the Compensation Study for Columbia County.

Key Staff

The following paragraphs provide summaries of each team member's qualifications and experience related to his/her role in this engagement. Detailed resumes can be found on the **Appendix**.

Project Principal Dr. Jeff Ling, CCP

Dr. Ling is Executive Vice-President of Evergreen Solutions and has been with the firm since its inception in 2005. He is a Certified Compensation Professional (CCP) who has more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector Evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.



Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with include:

- Compensation/Classification He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to classification and/or compensation.
- Some of the local government clients that he has worked with, or is currently on contract to work with, include: City of Salem, OR; City of Page, AZ; Town of Sahuarita, AZ; City of Manitou Springs, CO; San Miguel County, CO; City of Carlsbad, NM; City of Santa Fe, NM; City of Rowlett, TX; City of Seguin, TX; City of Austin, TX; City of Pearland, TX; City of Temple, TX; City of Athens, TX; City of Fredericksburg, TX; City of Mont Belvieu, TX; City of Sunset Valley, TX; City of Fate, TX; City of Gonzales, TX; City of Buda, TX; City of Pflugerville, TX; City of Amarillo, TX; City of Farmers Branch, TX; Denton County, TX; Travis County, TX; Ft. Bend County, TX; Town of Little Elm, TX; City of Broken Arrow, OK; Tri-County Council for Southern Maryland; Allegany County, MD; Washington County, MD; City of Hyattsville, MD; City of Westminster. MD; City of Annapolis, MD; Guilford County, NC: Gaston County, NC: Union County, NC; New Hanover County, NC; City of Newport News. VA; City of Suffolk, VA; City of Fredericksburg, VA; City of Williamsburg, VA; City of Covington, VA; Gloucester County, VA; County of Culpeper, VA; Essex County, VA; Alleghany County, VA; King George County, VA; Prince George County, VA; Louisa County, VA; Isle of Wight County, VA; Alleghany County, VA; Montgomery County, VA; Loudoun County, VA; City of Chester, SC; City of Lancaster, SC; City of Mauldin, SC; City of Goose Creek, SC; Charleston County, SC; Berkeley County, SC; Town of Mount Pleasant, SC; Town of Hilton Head Island, SC; City of Bloomington, IN; Mahoning County, OH; Blount County, TN; Sedgwick County, KS; St. Charles County, MO; Jefferson County, MO; City of Branson, MO; City of Lee's Summit, MO; City of Pittsburg, PA; County of Allegheny, PA; City of Kingsland, GA; City of Garden City, GA; City of Chamblee, GA; City of Alpharetta, GA; City of Douglasville, GA; City of Savannah, GA; Lumpkin County, GA; Forsyth County, GA; Douglas County, GA; Charlotte County, FL: Osceola County, FL; Manatee County, FL; Seminole County, FL; Monroe County, FL; City of Coral Springs, FL; City of Sunrise, FL; City of Orange City, FL; City of Ocala, FL; City of Kissimmee, FL; City of



North Miami Beach, FL; City of Bartow, FL; City of Palm Beach Gardens, FL; City of Winter Park, FL; City of Lake City, FL; and many others. Note: He also directed studies for the following public sector clients in the State of Maryland: Howard Community College; Allegany College of Maryland; Wor-Wic Community College; Harford Community College; Carroll Community College; and Chesapeake College.

- Performance Evaluation He has provided the framework for many organizations transitioning into goal based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into meritbased pay structures with minimal transitional costs and interruption.
- Market Research He provided the basis for which market research
 was collected, analyzed, and review. He ensured that data collection
 procedures and methods were statistically reliable using his
 knowledge of statistics and overall market research.
- Policy Development He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

Project Director
Ms. Nancy Berkley

Ms. Berkley is a Manager who has been with Evergreen for almost four years. She has over 30 years human resources experience demonstrating a thorough knowledge of multiple HR disciplines including, recruiting and staffing, workforce planning and retention, on-boarding, compensation and benefits, employee and labor relations, employee leave administration, voluntary and in-voluntary employee separations, performance management, employee surveys, organizational design and development, organization effectiveness, employee learning, training, and development, employee records administration and retention, and awards and recognition programs. She has consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She has provided individualized executive coaching and led HR team development and high-performance teams. She has led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes and has directed human resources in high-volume, transactional service organizations and high-level, consulting organizations. She has excellent conflict resolution, negotiation, and influencing skills.



Ms. Berkley possesses expertise in the following HR areas:

- Designing and implementing a shared service, centralized virtual staffing organization, increasing efficiency of staffing function for hiring managers.
- Analyzing and responding to employee relation trends—positively influenced work environments reducing employee complaints by ~90 percent.
- Consulting with senior leaders and successfully leading project teams to develop new policies, programs and tools—including total revision and communication of a company's HR policies and practices to be in accordance with state and federal laws;
- Creating HR metrics reviews utilizing business goals and human resources information systems data—set improvement goals and developed action plans for unique business requirements.
- Conceptualizing and implementing complex workforce reduction plans—then redeployed ~50 percent of the affected employees.
- Representing companies in state and federal agency reviews, e.g.
 Office of Federal Contract Compliance Program (OFCCP)
 reviews—Equal Employment Opportunity Commission (EEOC)
 charges, workers compensation charges, and unemployment
 compensation claims.

Recent public sector projects that Ms. Berkley has directed or served on the Evergreen Team include: a Classification Study and a Compensation Survey for the City of Page, AZ; a Classification and Compensation Study for the Town of Little Elm, TX; a Classification and Compensation Study for the City of Pflugerville, TX; a Comprehensive Compensation and Classification Study for the City of Farmers Branch, TX; and a Comprehensive Compensation and Benefits Study for the City of Rowlett, TX; a Classification and Compensation Study for Sedgwick County, KS; Classification and Compensation Study Services for the City of Westminster, MD; a Classification and Compensation Plan Review for the City of Annapolis, MD: Wages and Salary Scale Study for Washington County, MD; a Pay Compression Study for Allegany College of Maryland; a Job Classification and Compensation Study for Chesapeake College, MD; a Job Classification and Compensation Review for Morgan State University, MD; a Classification and Compensation Study for the Town of Hilton Head Island, SC; a Comprehensive Classification, Compensation. Performance Management, and Benefits Study for the City of Columbia, SC: a Classification and Compensation Study for the City of Goose Creek, SC: a Classification and Compensation Study for Gloucester County, VA; a Pay and Classification Study for the Isle of Wight County, VA; a Classification and Compensation Study for Essex County, VA; a Compensation and Classification Study for Montgomery County, VA: a Salary Equity Study for Guilford County, NC; a Position Classification and Compensation Study for Gaston County, NC; and a Classification and Compensation Study and



Benefits Survey for New Hanover County and New Hanover ABC Board, NC; a Classification and Compensation Study for Blount County, TN; a Salary Survey for the City of Dania Beach, FL; a Classification, Compensation, and Benefits Study for the Town of Jupiter, FL; a Comprehensive Compensation and Classification Study for the City of Panama City Beach, FL; a Compensation and Classification Study for Alachua County, FL; Job Audits for the City of Gainesville, FL; a Pay and Classification Study for the City of Fort Walton Beach, FL; a Compensation Study for Lake County, FL; a Classification and Compensation Study for the City of Destin, FL; a Compensation Study for the City of Hollywood, FL; Compensation and Classification Study Services for Monroe County, FL: a Compensation and Benefits Study and Analysis for the City of Dahlonega, GA; a Compensation Analysis for the City of Alpharetta, GA; Employee Classification and Compensation Study for the City of Savannah, GA; Comprehensive Classification and Compensation Study for the City of Garden City, GA; a Compensation and Classification Study for the City of Brookhaven, GA; a Comprehensive Compensation and Classification Study for the City of Tybee Island, GA; a Classification and Compensation Study and Analysis for the City of Douglasville, GA; a Compensation Study for the City of Statesboro; a Salary and Benefits Survey for the City of Roswell, GA; a Compensation and Benefits Survey for Forsyth County, GA; a Classification and Compensation Study for Lumpkin County, GA.

Senior Project Consultant Mr. Lee Bouchelle Mr. Bouchelle is a Senior Consultant at Evergreen Solutions. He has a strong background in Applied Labor Economics and quantitative analysis, which provides him with the ability to provide knowledge on a variety of public sector Human Resource studies. His research and data analysis skills at Evergreen have focused on human resource analysis, such as studying the internal equity of employee compensation and classification for public sector clients as well as comparing client practices to peers in the labor market. He is proficient in a variety of qualitative and quantitative tools necessary to complete the studies.

Prior to joining Evergreen Solutions, Mr. Bouchelle was a Consultant at ERS Group, where he was involved in the development of large and complex economic and statistical research projects which analyzed the effects of various business practices or economic programs. He also participated in data analytics projects that sought to identify fraud, waste, and abuse in the healthcare industry and state income tax filings. In addition, he prepared OFCCP compliant Affirmative Action Plans, evaluated AAP software for statistical accuracy, and estimated economic damages from various events.

Recent public sector projects for Evergreen in which Mr. Bouchelle has been involved include: a Classification and Compensation Study for the City of Reno, NV; a Job Classification and Compensation Study for the Davis School District, UT; a Job Analysis, Classification, and Compensation Study for the Ogden City School District, UT; a Classification Study and a Compensation Survey for the City of Page, AZ; a Compensation and Benefit Survey Study for the City of Hobbs, NM; a Human Resources Department Assessment for the City of Buda, TX; a Comprehensive Compensation and Classification Study



for the City of Farmers Branch, TX; a Classification and Compensation Plan Review for the City of Annapolis, MD; a Wages and Salary Scale Study for Washington County, MD; a Classification and Compensation Study for Alleghany County and the City of Covington, VA; a Classification and Compensation Study for the City of Fredericksburg, VA; a Classification and Compensation Study for the County of Northampton, VA; a Pay and Classification for the City of Williamsburg, VA; a Classification Study for Charlotte Water, NC; a Position Classification and Compensation Study for Gaston County, NC; a Classification and Compensation Study for Berkeley County, SC; a Classification and Compensation Study for Dorchester County, SC; an Employee Compensation and Job Classification Study for the City of Conway, SC; a Pay and Classification Study for the Town of Moncks Corner, SC; a Classification and Compensation Study for the City of Lancaster, SC; Salary Comparability Study for the Housing Authority of Florence, SC; a Classification and Compensation Study for the Richland County Recreation Commission, SC; a Compensation Study for Greenville Water, SC; a Compensation Plan Update for the City of Garden City, GA; a Classification and Compensation Study and Analysis for Douglas County, GA; a Classification and Compensation Study for Lumpkin County, GA; an Employee Classification and Compensation Study for the City of Savannah. GA; a Pay and Classification Study for the City of Chamblee, GA; a Compensation and Classification Study for Alachua County, FL; a Pay and Classification Study for Monroe County, FL: a Classification and Compensation Study for Gadsden County, FL; a Job Classification and Pay Study for Flagler County, FL; a Job Classification and Compensation Study for the City of Sunrise, FL; a Classification and Compensation Study for the City of Delray Beach, FL; a Compensation and Classification Study for the City of North Port, FL; a Classification and Compensation Study for the City of High Springs, FL; an IT Salary Study for the City of Miramar, FL; a Pay and Classification Study for the City of Holly Hill, FL; Compensation Consulting Services for the Town of Longboat Key, FL; a Job Classification and Compensation Study for the City of Melbourne, FL; a Classification and Compensation Study for the City of West Melbourne, FL; a Classification and Compensation Study for the City of Dania Beach, FL; a Classification and Compensation Study for the Hillsborough County Clerk of Court and Comptroller, FL; a Pay and Classification Study for the Lake County Sheriff's Office, FL; a Compensation Study for the Bay County Sheriff's Office, FL; a Compensation Study for the Walton County Sheriff's Office, FL: FLSA Audits for the Southwest Florida Water Management District; a Classification and Compensation Study for the City of Destin, FL; a Comprehensive Classification and Compensation Study for Baldwin County, AL; a Compensation Update for the Central Ohio Transit Authority: an Employee Classification and Compensation Study for Blount County, TN; a Salary Comparability Study for the Springfield Housing Authority, IL; a Classification and Compensation Study for Jefferson County, MO; a Compensation and Classification Study for Clay County, MO.

Mr. Bouchelle has a Master's Degree in Resource Economics and a Bachelor's Degree in Political Science/International Relations both from the University of Florida.



Project Consultant Mr. Samuel Wilburn Mr. Samuel Wilburn is a Consultant with Evergreen and is a former engineer who possesses a strong background in qualitative and quantitative analysis at the professional level. He is able to apply his knowledge and skills as a Consultant for Evergreen through various functions including: conducting market research and collecting compensation data, utilizing job assessment tools to analyze different job classifications, running regression analyses and recommending appropriate pay grades, editing job descriptions, and preparing performance evaluation files. He is also responsible for developing and maintaining project solution files which comprise of multiple alternatives geared toward bringing salaries to more market-competitive levels and their total cost estimates for implementation. In addition, he assists in preparing presentations and research reports for clients.

Recent Projects that Mr. Wilburn has been involved with include: a Classification and Compensation Study for the City of Conroe, TX; Classification and Compensation Study Services for the City of Westminster, MD; an Employee Evaluation System for the North Charleston Sewer District, SC; a Classification and Compensation study for Transylvania County, NC; a Pay and Classification Study for Buncombe County, NC; a Compensation Study for the City of Dalton, GA; a Classification and Compensation Study and Analysis for the City of Douglasville, GA; a Classification and Compensation Study for the City of Commerce, GA; a Compensation and Classification Study and Analysis for the City of Dublin, GA; a Pay and Classification Study for the City of Fayetteville, GA; a Wages and Salaries Compensation Study for the City of Stockbridge, GA; a Compensation Study for the City of Dalton, GA; a Compensation and Benefits Study for Cherokee County, GA; a Pay and Classification Study for Worth County, GA; a Compensation Market Study and Survey for Forsyth County, GA; a Classification and Compensation Study and Analysis for the City of Villa Rica, GA; a Salary Survey for the City of Dunwoody, GA; a Comprehensive Position Classification and Compensation/Benefits Study and Analysis for the City of Woodstock, GA; Classification and Compensation/Benefits Study for the City of Jacksonville Beach, FL; a Job Classification and Compensation Study for the Utilities Commission, City of New Smyrna Beach, FL; a Compensation Analysis for the Florida Telecommunications Relay, Inc.; a Compensation and Benefits Study for the Town of Palm Beach, FL; a Pay and Classification Study for the Florida Keys Aqueduct Authority; and a Salary Survey for the School Board of Sarasota County, FL.

Mr. Wilburn has an MBA with emphasis in Human Resources and a Bachelor's of Science dual degree in Civil and Environmental Engineering from Florida State University. He also holds a Building Contractor's license in the State of Florida.

Project Consultant Dr. Angele Yazbec Dr. Angele Yazbec is a Senior Analyst with Evergreen. She possesses a Ph.D. in Cognitive Psychology from Florida State University, and has a strong background in quantitative and qualitative analysis. She is able to apply her knowledge and skills as a Senior Analyst for Evergreen through various functions including: conducting market research and collecting compensation data, running regression analyses and recommending appropriate pay grades, and editing job descriptions.



Recent Projects that Dr. Yazbec has been involved with include: an Employee Compensation study for Tarrant Community College District, TX; a Classification & Compensation study for Shawnee Community College, IL; a Compensation, Classification, & Organizational Design study for SUNY Ulster, NY; a Classification & Compensation study for Santa Fe Community College, NM; a Compensation study for the City of Orlando, FL; a Compensation/Benefits Study and Analysis for the City of Woodstock, GA; Classification and Compensation/Benefits Study for the City of Jacksonville Beach, FL; and a Compensation study for the City of Dalton, GA.



Note: A team of experienced analytical and clerical support staff will contribute to this study, as needed.

3.2 Key Persons Availability

We at Evergreen Solutions pride ourselves on providing continuity of service and implementing quality control procedures to ensure a successful study. Our workload is never too heavy so as to comprise the quality of any project we are on contract to complete or place undue stress on our project team. We believe in providing the most professional and highest quality services to our local government clients. Our consultants are dedicated to putting the necessary time and effort into every project to make sure all required tasks and activities are delivered within specified time frames. We also make sure that we put each and every client first so that we perform at our highest levels of service.

Should Evergreen Solutions be awarded this contract to conduct the Compensation Study for Columbia County we give you our word that our consultants will be available to County staff whenever they are needed to answer any questions regarding project deliverables. We are committed to do the very best job we can for you so that once the project is completed your staff will feel that we have given them the highest quality of service in a timely fashion.

Note: We believe we can successfully complete this project within the requested timeline.



Section 4.0 Project Implementation Plan



4.0 Project Implementation Plan

In this section we provide our overall approach and methodology for completing this study; a detailed work plan—identifying the tasks, activities, and milestones necessary to accomplish the deliverables included in the scope of work of the Request for Proposal (RFP #C00055-0424-19)—and a proposed timeline to illustrate how our plan will be served to coordinate and accomplish the work on or before the completion date of January 31, 2020.

4.1 Evergreen's Approach

Evergreen Solutions is uniquely qualified to conduct a Compensation Study for Columbia County as our team includes recognized experts in local government human resources management and understands that there is not a "one size fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- focuses on market competitiveness:
- is based on the organization's compensation philosophy;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the County's Human Resources Director and CoSC throughout the process to ensure constant communication of issues, concerns, and potential outcomes. Our consultants work closely with your staff to gain a solid understanding of the County's current operational realities, challenges, and desired outcomes. Moreover, Evergreen Solutions will work with the County to balance its needs and meet performance goals while carefully managing the organization's resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the



separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management.

Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management requires strategic thinking and planning.

Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that spells out where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen Solutions realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

Kick Off Meeting

Evergreen Solutions begins each engagement by meeting with our client's leadership team as well as the person designated as the HR Director for the client. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting compensation data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

We will also request a copy of the employee database that reflects current classification and compensation data.

Communication Plan

Communication is a critical component of any compensation study. Communicating with select employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. Regular updates will be provided to the client's HR Director and can be posted on the client's intranet site, if desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

Employee Orientation and Focus Groups

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees, union members, and committees' insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and



issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take place at the outset of the project, they are a critical introduction to the project and the question and answer formats allow employees to become engaged in the process. During these sessions, Evergreen Solutions consultants can also help to manage expectations since some employees, union members, and committees may have unrealistic expectations based on anecdotal information.

Department Head Interviews

Evergreen Solutions staff conduct one-on-one interviews with department heads and/or senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

Job Assessment Tool and Management Issue Tool

Another important activity undertaken at this time is the distribution of Evergreen Solutions' Job Assessment Tool® (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

The JAT contains questions that ask about each of the following areas:

- scope of duties;
- complexity of work;
- supervision received and exercised;
- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- · knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen Solutions will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.



Exhibit 4-1 below depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.

Exhibit 4-1 Supervisor's JAT Home Screen

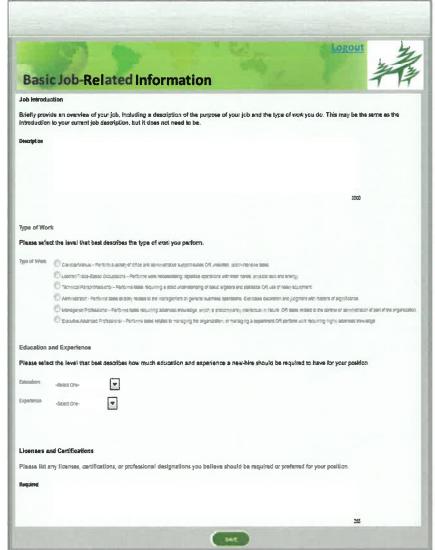


Source: Evergreen Solutions, 2016

Exhibit 4-2 illustrates how Evergreen Solutions uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen Solutions designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.



Exhibit 4-2 Job Description and Responsibilities



Source: Evergreen Solutions, 2016

Exhibit 4-3 shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen Solutions to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



Exhibit 4-3

Job Functions



Source: Evergreen Solutions, 2016

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as "red flags" to Evergreen Solutions staff during the analysis portion of the project.



Job Evaluation | The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen's consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen's consultants will work directly with the client's HR Director to resolve any issues.

> Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.

Developing the Compensation **Philosophy**

An organization's compensation philosophy is designed to support the overall business strategy. It can take many forms, but ultimately the compensation philosophy selected will guide the structure of the overall compensation system. Evergreen Solutions will meet with the client's HR Director to ascertain the organization's overall business strategy and document the various alternatives that are available to support that strategy. Based on the client's needs, Evergreen Solutions will provide the client with a comprehensive compensation philosophy to guide subsequent decisions. Typically, a consultant can facilitate the process and make recommendations for the compensation philosophy, but the decision will ultimately rest with the organization itself. It is imperative for the client to agree upon a compensation philosophy prior to establishing the remaining components of the compensation system.

Compensation

Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of job classification comparables within the organization, and the relative worth of jobs within the organization visà-vis the compensation philosophy.

Market Surveys

A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees.

Benchmarks

One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the market survey. We will work with the client to identify the appropriate number of benchmark positions to best fit their needs in the labor market survey. Based on our experience, we have found that it is simply not practical to



survey all positions within the organization – the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.

Targets

To conduct an external labor market assessment, we work with the organization to identify the most appropriate targets to survey. Evergreen Solutions selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. Peers in the public sectors will be included in the survey, and if necessary, augmented with published secondary data sources.

Typically, Evergreen Solutions waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.

An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.

Evergreen Solutions uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.

Unifying the Solution

After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.

The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.



It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

Compensation Administration Guidelines

In order for clients to maintain the recommended compensation system, Evergreen Solutions develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

System Maintenance

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

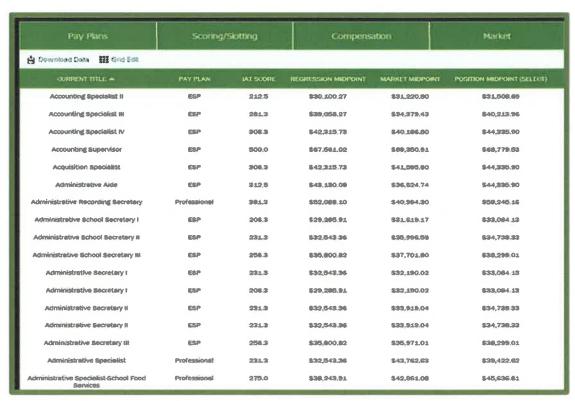
Based on client needs and industry best practices, Evergreen Solutions has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: **JobForce Manager**. This tool allows our clients to estimate future pay plan changes, update market information, make



determinations on reclassifications, and create new jobs. By automating these tasks, *JobForce Manager* allows our clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.

Exhibit 4-4 displays the interface from *JobForce Manager* for determining a position's pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of compensation changes at the employee level. All data and reports are downloadable and printable, so they can be pulled at a moments noted and provided to key decision makers.

Exhibit 4-4 - JobForce Manager Tool



Source: Evergreen Solutions, 2016



4.2 Detailed Work Plan

Evergreen has provided a detailed work plan to conduct the Compensation Study for Columbia County in this section. We have identified each task based upon whether it applies to **Option #1** (Compensation Only) or **Option #2** (Compensation and Classification) identified in the scope of services of the Request for Proposal (RFP #C00055-0424-19). Evergreen understands that the County has 92 classifications to include in the equal pay analysis, including 45 non-exempt classifications and 36 FLSA exempt classifications. The optional classification study will include approximately 113 full-time employees.

Our work plan consists of the following 12 work tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan
- Task 5: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 6: Conduct Market Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Conduct Equal Pay Review and Provide Recommendations
- Task 9: Conduct Solution Analysis
- Task 10: Develop and Submit Draft and Final Reports
- Task 11: Develop Recommendations for Compensation Administration
- Task 12: Provide Revised Job Descriptions and FLSA Determination

NOTE: This work plan does not include a benefits survey, but this survey can be added at the request of the County.

Task 1.0 Project Initiation

(Option #1 and #2)

TASK GOALS

- Finalize the project plan with Columbia County (County).
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

TASK ACTIVITIES

- 1.1 Discuss with the County's HR Director the following objectives:
 - the classification and pay plan study process;



- understand mission and current compensation philosophy (if any);
- review our proposed methodology, approach, and project work plan to identify any necessary revisions;
- reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
- establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study.

 Discuss the strategic direction of the County and some of the short- and long-term priorities. This activity serves as the basis for assessing where the County is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials from the County, including:
 - any previous projects, research, evaluations, or other studies that may be relevant to this project;
 - organizational charts for the departments and divisions, along with related responsibility descriptions;
 - current position and information; and classification system;
 - strategic business plans and budgets; and
 - personnel policies and procedures, including step placement policies.
- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.
- 1.5 Provide status reports, as needed.

- Comprehensive project management plan
- Comprehensive database of County staff

Task 2.0 Evaluate the Current System

(Option #1 and #2)

TASK GOAL

• Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the County.

TASK ACTIVITIES

2.1 Review the existing pay structure and compensation policies.

Review the existing pay structure and look for potential problems and issues to be resolved.



- 2.2 Determine the strengths and weaknesses of the current pay plan(s) for the County.
- 2.3 Discuss with the HR Director any compression issues that need to be addressed.
- 2.3 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

- Review of existing compensation plan(s)
- Assessment of current conditions

Task 3.0 Collect and Review Current Environment Data

(Option #2)

TASK GOALS

- Conduct statistical and anecdotal research into the current environment within the County.
- Guide subsequent analytical tasks.

TASK ACTIVITIES

- 3.1 Schedule and conduct employee, union members, and committees orientation sessions.
- 3.2 Meet with department heads and CoSC to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees, union members, and committees from the County to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the HR Director to administer the JATs and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the HR Director before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the County that may provide additional relevant insight.
- 3.6 Review internal career ladders and make recommendations to keep positions competitive.



- JAT and MIT distribution
- Department head interviews
- Employee focus groups and orientation sessions

Task 4.0 Evaluate and Build Projected Classification Plan

(Option #2)

TASK GOALS

- Identify the classification of existing positions utilizing Evergreen's job evaluation system.
- Review JAT responses.
- Characterize internal equity relationships within the County.

TASK ACTIVITIES

- 4.1 Review all draft class specifications of the CoSC and the HR Director.
- 4.2 Review the work performed by each classification and score. Include an evaluation of supervisory comments.
- 4.3 Review JAT scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 4.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Review recommendations with the HR Director and the CoSC.

KEY PROJECT MILESTONES

- JAT scores by class
- Recommended classification changes
- Preliminary job structure based on internal equity



Task 5.0 Identify List of Market Survey Benchmarks and Approved List of Targets

(Option #1 and #2)

TASK GOALS

- Identify the proper benchmark positions for the external labor market assessment.
- Identify list of targets for conducting a successful external labor market assessment.

TASK ACTIVITIES

- 5.1 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note:**Evergreen will work with the HR Director to select up to **60** classifications as benchmarks for the salary survey.
- 5.2 Review with the HR Director the peer organizations that should be included in the survey. **Note:** Evergreen will work with the HR Director to select up to **20** targets for the salary survey.
- 5.3 Develop a preliminary list of organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:
 - size of the organization;
 - geographic proximity to the Columbia County area;
 - economic and budget characteristics; and
 - other demographic data.
- 5.4 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 5.5 Review survey methodology with the HR Director and refine survey methodology prior to distribution of survey.
- 5.6 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

KEY PROJECT MILESTONES

- Final list of benchmark positions for the external labor market assessment
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts



Task 6.0 Conduct Market Survey and Provide External Assessment Summary

(Option #1 and #2)

TASK GOALS

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the HR Director.

TASK ACTIVITIES

- 6.1 Prepare a customized external labor market salary survey for the HR Director's approval. Discuss questions to include in the salary survey.
- 6.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 6.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 6.5 Validate all data submitted.
- 6.6 Develop summary report of external labor market assessment results.
- 6.7 Submit summary report of external labor market assessment results to the HR Director.

KEY PROJECT MILESTONES

- Market survey instrument
- Summary report of external labor market assessment results

Task 7.0
Develop Strategic
Positioning
Recommendations

(Option #1 and #2)

TASK GOALS

- Assess the appropriateness of the current compensation philosophy for the County.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 7.1 Identify the compensation philosophy and accompanying thresholds.
- 7.2 Using the market salary data collected in **Task 6.0**, and the classification data reviewed in **Task 4.0**, determine the proper pay plans for the County.



- 7.3 Identify highly competitive positions within the County and customize recommendations for compensation where required.
- 7.4 Produce a pay plan(s) for the County that best meets its needs from an internal equity and external equity standpoint.

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

Task 8.0* Conduct Equal Pay Review and Provide Recommendations

(Option #1 and #2)

TASK GOALS

- Conduct equal pay analyses of recommended pay structures.
- · Provide recommendations.

TASK ACTIVITIES

- 8.1 Based on salary data provide by the County, conduct an equal pay analyses of recommended pay structures that comply with House Bill 2005 and its implementing administrative rules.
- 8.2 Establish an evaluation process to assess and correct wage disparities among employees who perform work of comparable character according to HB 2005.
- 8.3 Collect relevant salary data, experience, education, and other relevant factor data from the County.
- 8.4 Verify the completeness of data.
- 8.5 Create and analyze race and gender equity models.
- 8.6 Identify classifications or positions needing adjustments.
- 8.7 Summarize findings and provide recommendations to the County.
- 8.8 Evergreen will review any complaints that employees have filed with the Commissioner of the Bureau of Labor and Industries under ORS 659A.820, a civil action under ORS 652.230, or a civil action under 659A.885. (7).
- 8.9 Train HR staff on the methodology used to conduct equal pay analysis.

KEY PROJECT MILESTONE

Recommendations for pay equity adjustments

*Note: Evergreen has completed a study of compliance with HB 2005 for the City of Albany, Oregon.



Task 9.0 Conduct Solution Analysis

(Option #2)

TASK GOALS

- Conduct analysis comparing JAT values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

TASK ACTIVITIES

- 9.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the County.
- 9.2 Place all classifications into pay grades based on Task Activity 9.1. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 9.3 Create implementation solutions for consideration that take into account the current position of the County as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 9.4 Meet with the HR Director to discuss the potential solutions.
- 9.5 Determine the best solution to meet the needs of the County in the short-term and long-term.
- 9.6 Document the accepted solution.

KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

Task 10.0 Develop and Submit Draft and Final Reports

(Option #1 and #2)

TASK GOALS

- Develop and submit a draft and final report of the Compensation and Equal Pay Analysis and the optional Classification Study to the Columbia County.
- Present the final report.

TASK ACTIVITIES

10.1 Produce a comprehensive draft report that captures the results of each previous step. Provide the draft report to the HR Director and CoSC for review and approval.



- 10.2 Make edits and submit copies of the final report with an executive summary to the HR Director and CoSC.
- 10.3 Present the final report as directed by the Human Resources Director.
- 10.4 Develop a communication plan for sharing study results with employees of the County.
- 10.5 Develop a plan for maintaining recommendations over time.

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

Task 11.0
Develop
Recommendations
for Compensation
Administration

(Option #1 and #2)

TASK GOAL

 Develop recommendations for continued administration by County staff to sustain the recommended compensation and classification system.

TASK ACTIVITIES

- 11.1 Develop recommendations and guidelines for continued administration and maintenance of the compensation and classification system, including recommendations and guidelines related to:
 - how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
 - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
 - the proper mix of pay;
 - how often to adjust pay scales and survey the market;
 - the timing of implementation; and
 - how to keep the system fair and competitive over time.
- 11.2 Recommend recruitment/retention strategies, where appropriate.



- 11.3 Present recommendations to the HR Director and CoSC for review.
- 11.4 Finalize recommendations that will provide ongoing internal maintenance of the plan.

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

Task 12.0 Provide Revised Job Descriptions and FLSA Determinations

(Option #2)

TASK GOALS

- Update existing job descriptions.
- Create new job descriptions as needed, ensuring FLSA, EEO/ADA requirement satisfaction.
- Provide final version of all job descriptions/specifications in electronic format (i.e., MS Word) after approval by the HR Director.

TASK ACTIVITIES

- 12.1 Assess current job descriptions for form, content, validity, and ADA compliance.
- 12.2 Discuss new class description format with the HR Director.
- 12.3 Revise job descriptions based on data gathered from the JAT process.
- 12.4 Create new job descriptions for new classifications, as needed.

 Provide complete listing of the allocation of job classes to salary range assignments.
- 12.5 Make FLSA determinations based on work performed and federal requirements.
- 12.6 Recommend a systematic, regular process for reviewing job descriptions.
- 12.7 Train County HR staff on the methodology used to assess job classifications in order to maintain internal equity when adding, deleting, or modifying jobs in the future.

KEY PROJECT MILESTONES

- Updated job descriptions
- New job descriptions, as needed
- FLSA Determinations



4.3 Proposed Timeline

Evergreen Solutions possesses the ability, staff, skills, and tools to conduct the Compensation Study for the Columbia County in seven months of the project start date and following the execution of the contract. This is based on a tentative start date of June 27, 2019, and a completion date of January 31, 2020.

Our proposed timeline, as shown on Exhibit 4-5, can be modified in any way to best meet the needs of the Columbia County.



Exhibit 4-5 Proposed Schedule

				2019	WINDS IN	THE SHAPE WAY		2020
PROJECT I ASKS	NOC	JUL	AUG	SEP	OCT	NOV	DEC	JAN
1.0 - Project Initiation								
2.0 - Evaluate the Current System		疆						
3.0 - Collect and Review Current Environment Data								
4.0 - Evaluate and Build Projected Classification Plan								
5.0 - Identify List of Market Survey Benchmarks and Approved List of Targets								
6.0 - Conduct Market Survey and Provide External Assessment Summary								
7.0 - Develop Strategic Positioning Recommendations								
8.0 - Conduct Equal Pay Review and Provide Recommendations								
9.0 - Conduct Solution Analysis					2512			
10.0 - Develop and Submit Draft and Final Reports								
11.0 - Develop Recommendations for Compensation Administration								
12.0 - Provide Revised Job Descriptions and FLSA Determinations								



Section 5.0 Price Proposal



5.0 Price Proposal

Evergreen Solutions, LLC is pleased to present our proposed cost to conduct a Compensation Study for Columbia County. Evergreen Solutions is committed to providing the highest quality consulting services to our client partners for a reasonable cost. Evergreen Solutions is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our blended cost is \$150 per hour (including expenses). We propose the following costs:

- Option #1 \$29,500 (Compensation Study Only)
- Option #2 \$49,500 (Compensation and Classification Study)

We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that Columbia County wishes to identify. Evergreen Solutions federal employer identification number is 20-1833438.

OPTION 1 - COMPENSATION ONLY

PROJECT TASKS	Price
1.0 - Project Initiation	\$1,000.00
2.0 - Evaluate the Current System	\$2,000.00
5.0 - Identify List of Market Survey Benchmarks and Approved List of Targets	\$1,000.00
6.0 - Conduct Market Survey and Provide External Assessment Summary	\$5,500.00
7.0 - Develop Strategic Positioning Recommendations	\$9,500.00
8.0 - Conduct Equal Pay Review and Provide Recommendations	\$5,500.00
10.0 - Develop and Submit Draft and Final Reports	\$4,000.00
11.0 - Develop Recommendations for Compensation Administration	\$1,000.00
TOTAL COST	\$29,500.00



OPTION 2 - COMPENSATION AND CLASSIFICATION STUDY

PROJECT TASKS	Price
1.0 - Project Initiation	\$1,000.00
2.0 - Evaluate the Current System	\$2,000.00
3.0 - Collect and Review Current Environment Data	\$3,000.00
4.0 - Evaluate and Build Projected Classification Plan	\$6,500.00
5.0 - Identify List of Market Survey Benchmarks and Approved List of Targets	\$1,000.00
6.0 - Conduct Market Survey and Provide External Assessment Summary	\$5,500.00
7.0 - Develop Strategic Positioning Recommendations	\$9,500.00
8.0 - Conduct Equal Pay Review and Provide Recommendations	\$5,500.00
9.0 - Conduct Solution Analysis	\$6,000.00
10.0 - Develop and Submit Draft and Final Reports	\$4,000.00
11.0 - Develop Recommendations for Compensation Administration	\$1,000.00
12.0 - Provide Revised Job Descriptions and FLSA Determinations	\$4,500.00
TOTAL COST	\$49,500.00



Attached Forms



Attachment A



Attachment A

PERSONAL SERVICES CONTRACT (ORS Chapter 279B)

7	his Agreeme	ent	is m	ade an	d e	entered int	o by and be	tween Co	DLU	JMB	IA COUNT	'Y, a
political	subdivision	of	the	State	of	Oregon,	hereinafter	referred	to	as	"County",	and
, hereinafter referred to as "Contractor".												

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:
Effective Date. This Agreement is effective
Completion Date. The completion date for this Agreement shall be no later than
Contractor's Services. Contractor agrees to provide the services described in the

1.

2.

3.

- Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control.

 4. Consideration. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$_______, said amount to be the complete compensation
- amount not to exceed \$______, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made in a lump sum at the satisfactory completion of the project. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 17 of this Agreement.
- 5. <u>Contract Representatives</u>. Contract representatives for this Agreement shall be:

 FOR COUNTY

 FOR CONTRACTOR

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

6. <u>Permits - Licenses</u>. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.

- 7. <u>Compliance with Codes and Standards</u>. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
- 8. Reports. Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
- 9. <u>Independent Contractor</u>. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
- B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
- C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.
- 10. <u>Statutory Provisions</u>. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Agreement. [ORS 279B.220 (1)]
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement. [ORS 279B.220 (2)]
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished. [ORS 279B.220 (3)]
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279B.220(4)]
- B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [ORS 279B.230 (1)]
- C. Contractor shall pay Contractor's employees who work under this Agreement at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. [ORS 279B.235 (3)]
- D. Contractor shall notify in writing employees who work on this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [ORS 279B.235 (2)]
- E. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [ORS 279B.230 (2)]
- F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 11. <u>Non-Discrimination</u>. Contractor agrees that no person shall, on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, marital status, handicap, age, or any other characteristic protected by law, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against a disadvantaged business enterprise, a minority-owned business, a woman-owned

business, a business that a service-disabled veteran owns or an emerging small business enterprise that is certified under ORS 200.055 in awarding a subcontract.

- 12. <u>Tax Compliance</u>. As required by ORS 279B.045, Contractor represents and warrants that Contractor has complied with the tax laws of this state and all political subdivisions of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor shall continue to comply with the tax laws of this state and all political subdivisions of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state or a political subdivision of this state before the Contractor executes this Agreement or during the term of this Agreement is a default for which County may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).
- 13. <u>Nonassignment; Subcontracts</u>. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
- 14. <u>Nonwaiver</u>. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
- 15. <u>Indemnity</u>. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- 16. <u>Insurance</u>. Contractor shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
- 17. <u>Termination</u>. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established

by the County under the following conditions:

- A. If Contractor fails to perform the work in a manner satisfactory to County.
- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate to allow the work to continue in accordance with the project schedule.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed.

The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

- 18. <u>Time of the Essence</u>. The parties agree that time is of the essence in this Agreement.
- 19. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 20. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 21. <u>Choice of Law</u>. This Agreement shall be governed by the laws of the State of Oregon.
- 22. <u>Venue</u>. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

- 23. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 24. <u>Severability</u>. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 25. <u>No Third-Party Rights</u>. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.
- 26. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 27. **ENTIRE** AGREEMENT. THIS AGREEMENT (INCLUDING PROPOSAL) CONTRACTOR'S CONSTITUTES THE ENTIRE **AGREEMENT** BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL WRITTEN. NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT. UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:	OWNER:
By:	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON
Name:	By: Henry Heimuller, Chair
Date:	By: Margaret Magruder, Commissioner
Approved as to form	By:Alex Tardif, Commissioner
By:Office of County Counsel	Date:

Attachment B



ATTACHMENT B – AFFIDAVIT OF TRADE SECRET

Linda A. Recio (Affiant), being first duly sworn under oath, and representing [Evergreen Solutions] (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

- 1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
- 2. I am aware that the Proposer has submitted a Proposal, dated on or about [May 29, 2019] (the "Proposal"), to Columbia County (County) in response to Request for Proposals [RFP #C00055-0424-19], for Audit Services and I am familiar with the contents of the RFP and Proposal.
- 3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
- 4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - **A.** A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

- **B.** Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and

- **ii.** Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
- **5.** I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affant's Signature

State of Florida)

)ss:

County of Leon)

Signed and sworn to before me on May 23, 2019 by Linda A Recio

Notary Signature

Notary Public for the State of Florida

My Commission Expires: October 23, 2019____

EXHIBIT A

 $Proposer\ identifies\ the\ following\ information\ as\ exempt\ from\ public\ disclosure:$

Attachment C



ATTACHMENT C — PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: Evergreen Sol	utions, LLC	() () () () () () () () () ()
Address: 2878 Remington Green Circle		
City, State, Zip: Tallahassee, Florida 323	308	1
State of Incorporation: Florida	Enti	ty Type: Limited Liability Corporation
Contact Name: Linda A. Recio	_ Telephone: <u>(850)</u> 383-0111	Email: linda@consultevergreen.com
Oregon Business Registry Number (if r	required):	_

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

- 1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment A and as modified by any Addenda, except for those terms and conditions that County has reserved for negotiation, as identified in the RFP.
- 2. Proposer acknowledges receipt of any and all Addenda to this RFP.
- 3. Proposal is a Firm Offer for 90 days following the Closing.
- **4.** If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
- 5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
- 6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
- 7. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - **A.** the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf, or
 - **B.** the government wide exclusions lists in the System for Award Management found at: https://www.sam.gov/portal/SAM/#1
- **8.** Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the County, on the other hand, arising out of, or relating in

- any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the County in writing.
- 9. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
- 10. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" (as defined by the Oregon False Claims Act, ORS 180.750(1)), made under Contract being a "false claim" (ORS 180.750(2)) subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
- **11.** Proposer acknowledges these certifications are in addition to any certifications required in the Contract at the time of Contract execution.

1 / ne	
Authorized Signature	
Linda A. Recio, President	
Print Name and Title	

9-23-19

Date

Appendix: Detailed Resumes



Dr. Jeffrey Ling, CCP Project Principal Evergreen Solutions, LLC

Dr. Ling's experience includes human resources, strategic planning, research methodology, and change management. He has taught courses addressing human resources, research methodology, statistical analysis, and political economy at various universities. Similarly, he has planned, organized, and managed studies on human resources assessment, and government efficiency. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations.

Education / Certifications

Ph.D., Political Science, Florida State University, 1996

M.S., Political Science, Florida State University, 1993

B.A., Political Science, University of Tampa, 1990

Certified Compensation Professional (CCP), 2016

Board Member, Center for Human Resource Management, Florida State University

Professional and Business History

Evergreen Solutions, LLC, Executive Vice President, August 2005 – present

MGT of America, Inc., Partner, May 2004–July 2005; Principal, September 2000–April 2004; Senior Associate, November 1999– September 2000; Senior Consultant, April 1999–November 1999; Consultant, 1998–1999; Senior Analyst, May 1998–November 1998

The College of Wooster, Assistant Professor, 1997–1998

Iowa State University, Visiting Scholar, 1995–1997

Florida State University, Research Assistant, 1992-1995

Stinger Systems, Market Analyst, 1990-1992

Selected Relevant Project Experience

Local Government and Public Sector Experience

Project Principal of Compensation Consultant Services for Dallas Area Rapid Transit, Texas

Project Principal a Compensation Survey for the Texas City Management Association Project Principal of a Compensation, Classification, and Benefits Study for Denton County, Texas

Project Principal of a Compensation and Classification Study for the Denton County Fresh Water Supply District, Texas

Project Principal of a Law Enforcement Compensation Study for Travis County, Texas

Project Principal of a Study to Assess and Improve the Information Technology Career Ladder for Travis County, Texas

Project Principal of a Compensation Market Review and Classification Study for the City of Austin, Texas

Project Principal of a Classification and Compensation Study for the City of Gonzales, Texas

Project Principal of a Human Resources Management Study for the City of Sunset Valley, Texas

Project Principal of a Human Resources Department Assessment for the City of Buda, Texas

Project Director of a Pay Structure Study for the City of Fate, Texas

Project Principal of a Classification/Compensation Plan Update for the City of Temple, Texas

Project Principal of a Comprehensive Compensation and Classification Study for the City of Farmers Branch, Texas

Project Principal of a Classification and Compensation Study for the City of Seguin, Texas

Project Principal of a Comprehensive Compensation and Benefits Study for the City of Sachse, Texas

Project Principal of a Pay and Classification Study for the City of Fredericksburg, Texas

Project Principal of a Classification and Compensation Study for the City of Conroe, Texas

Project Principal of a Comprehensive Compensation and Benefits Study for the City of Rowlett, Texas

Project Principal of a Classification and Compensation Study for the City of Pflugerville, Texas

Project Principal of Job Classification, Salary Survey, Compensation Plan Study Services for the City of Duncanville, Texas

Project Principal of a Classification and Compensation Pay Plan for the City of Amarillo, Texas

Project Principal of Employee Compensation Consulting Services for Fort Bend County, Texas

Project Principal of a Pay for Performance Study and Salary Survey for the City of Mont Belvieu, Texas

Project Director of a Compensation and Classification Study for the Town of Little Elm, Texas

Project Principal of a Staffing and Efficiency Study for the Brazos River Authority, Texas

Project Principal of a Compensation and Classification Study for the Brazos River Authority, Texas

Project Principal of a Compensation and Classification Study and Organizational Review of the RSMU Department for Brazos River Authority, Texas

Project Principal of a Comprehensive Compensation and Classification Analysis for Barton Springs Edwards Aquifer Conservation District, Texas

Project Principal of a Salary and Benefits Survey for Bexar Metropolitan Water District, Texas

Project Principal of a Classification and Compensation Study and Performance Evaluation System for the City of Santa Fe, New Mexico

Project Principal of a Compensation Study for the City of Carlsbad, New Mexico

Project Principal of a Compensation Study for the Town of Sahuarita, Arizona

Project Principal of an Employee Satisfaction Survey for the Town of Gilbert, Arizona

Team Leader of a Disparity Study for Pima County and the City of Tucson, Arizona

Project Principal of a Classification and Compensation Study for the City of Reno, Nevada

Project Principal of a Comprehensive Management Review for the City of Fountain, Colorado

Project Principal of a Strategic Planning Study for the City of Fountain, Colorado

Project Principal of a Classification and Compensation Study for San Miguel County, Colorado

Project Principal of a Pay for Performance Study for the City of Manitou Springs, Colorado

Project Principal of a Classification, Compensation, and Benefits Survey for Kent County Levy Court, Delaware

Project Principal of a Classification and Compensation Plan Review for the City of Annapolis, Maryland

Project Principal of a Classification Desk Audit for the Tri-County Council for Southern Maryland

Project Principal of a Wages and Salary Scale Study for Washington County, Maryland

Project Principal of a Comprehensive Compensation Study for Allegany County, Maryland

Project Principal of a Salary and Benefits Review and Analysis for the City of Hyattsville, Maryland

Project Principal of a Wages and Salary Scale Study for Washington County, Maryland

Project Principal of a Compensation Analysis for the City of Hyattsville, Maryland

Project Director of a Classification and Compensation Study for Gloucester County, Virginia

Project Principal of a Classification and Compensation Study for the County of Northampton, Virginia

Project Director of a Classification and Compensation Study for Montgomery County, Virginia

Project Principal of a Compensation Study for the County of York, Virginia

Project Principal of a Classification and Compensation Study for Surry County and Surry County Social Services, Virginia

Project Principal of a Compensation and Classification Study for Prince George County, Virginia

Project Principal of a Classification and Compensation Study for the City of Suffolk, Virginia

Project Principal for a Compensation and Classification Study for Southeastern Public Service Authority, Virginia

Dr. Jeffrey Ling

Project Principal of a Job Analysis and Salary Evaluation of Sheriff's Office Positions for the City of Newport News, Virginia

Project Principal of a Classification and Compensation Study for the City of Fredericksburg, Virginia

Project Director of a Classification and Compensation Study for the County of Culpeper, Virginia

Project Director of a Classification and Compensation Study for the Loudoun County, Virginia

Project Principal of a Compensation Study for King George County, Virginia

Technical Advisor of a Classification, Compensation, and Benefits Study for Spotsylvania County, Virginia

Project Principal of a Pay and Classification Study for the City of Williamsburg, Virginia

Project Principal of a Classification and Compensation Study for Essex County, Virginia

Project Principal of a Classification and Compensation Study for Alleghany County and the City of Covington, Virginia

Project Principal of a Pay and Classification Study for the Isle of Wight County, Virginia

Project Principal of a Salary Market Study and Personnel Systems Study for Virginia's Region 2000 Local Government Council

Project Principal of a Salary Comparability Study and Assessment of Payfor-Performance Systems for the Housing Authority of the City of Winston-Salem, North Carolina

Project Director of a Classification and Compensation Study and Benefits Survey for New Hanover County and New Hanover ABC Board, North Carolina

Project Principal of a Position Classification and Compensation Study for Gaston County, North Carolina

Project Principal of a Compensation and Classification Study for Union County, North Carolina

Project Consultant of a Performance Audit of Lee County Government, North Carolina

Assistant Project Director of a Performance Audit for the County of Davie, North Carolina

Project Director of a Salary Equity Study for Guilford County, North Carolina

Project Principal of Classification and Compensation Study and Benefit Survey for Cape Fear Public Utility Authority, North Carolina

Project Principal of a Compensation and Classification Study for the City of Wilmington Housing Authority, North Carolina

Project Principal of a Classification and Compensation Study for Greensville County and the Greensville County Water and Sewer Authority, Virginia

Project Principal of a Classification and Compensation Study for the Richland Library, South Carolina

Project Principal of a Classification and Compensation Study for the Richland County Recreation Commission, South Carolina

Project Principal of a Classification and Compensation Study for the City of Goose Creek, South Carolina

Project Principal of an Employee Compensation and Job Classification Study for the City of Conway, South Carolina

Project Director of a Compensation Study for the City of Chester, South Carolina

Project Director of a Classification and Compensation Study for the City of Lancaster, South Carolina

Project Principal of a Comprehensive Classification, Compensation, Performance Management, and Benefits Study for the City of Columbia, South Carolina

Project Principal of a Wage and Compensation Study for the Town of Mount Pleasant, South Carolina

Project Principal of a Compensation, Classification, and Performance Appraisal Study for the Spartanburg Housing Authority, South Carolina

Project Principal of a Comprehensive Classification and Compensation Study for Greenville Water, South Carolina

Project Principal of an Employee Evaluation System for the North Charleston Sewer District, South Carolina

Project Principal of a Classification and Compensation Study for the Town of Hilton Head Island, South Carolina

Project Principal of a Compensation and Classification Study for Charleston County Park and Recreation Commission, South Carolina

Project Principal of a Compensation and Classification Study for City of Mauldin, South Carolina

Project Principal of a Classification and Compensation Study for the City of Goose Creek, South Carolina

Project Principal of a Wage and Compensation Study for the Town of Mount Pleasant, South Carolina

Project Director of a Classification and Compensation Study for the Municipal Association of South Carolina

Project Consultant of a Classification and Compensation Study for the Berkeley-Charleston-Dorchester Council of Governments, South Carolina

Project Principal of a Parity Study for Charleston County, South Carolina

Project Director of a Structural and Compensation Systems Study for Charleston County, South Carolina

Project Principal of a Classification and Compensation Study for Berkeley County, South Carolina

Project Principal of a Classification and Compensation Study for Dorchester County, South Carolina

Project Principal of a Salary Study and Position Descriptions for the Mississippi Regional Housing Authority, No. VII

Project Director of the Development and Monitoring of an Affirmative Action Plan for the District of Columbia Water and Sewer Authority

Project Principal of a Departmental Job Analysis, Classification, and Efficiency Study for Town of Colchester, Vermont

Project Principal of a Compensation Study for the Chittenden County Regional Planning Commission, Vermont

Project Director for Community Visioning and Strategic Planning for the Town of Colchester, Vermont

Project Principal of a Classification and Compensation Study for Rhode Island Housing

Project Principal of a Comprehensive Study of Positions within Pittsburgh City Government for the City of Pittsburgh, Pennsylvania

Project Principal of a Compensation Study for the County of Montgomery, Pennsylvania

Project Principal of a Gender and Race Equity Audit for the County of Allegheny, Pennsylvania

Project Principal of a Classification and Compensation Study for Sedgwick County, Kansas

Project Principal of a Classification and Compensation Study for St. Charles County, Missouri

Project Principal of a Compensation and Classification Study for Jefferson County, Missouri

Project Principal of a Compensation and Classification Study for Clay County, Missouri

Project Principal of a Compensation Study for the City of Lee's Summit, Missouri

Project Principal of a Compensation and Classification Study for the City of Branson, Missouri

Project Principal of an Employee Satisfaction Survey for the City of Columbia, Missouri

Project Principal of a Performance Appraisal System for the City of Columbia, Missouri

Project Principal of a Job Analysis Study of Public Safety Positions for the City of Kalamazoo, Michigan

Project Principal of a Salary Comparability Study for the Springfield Housing Authority, Illinois

Project Director of a Wage, Salary, and Comparability Study for the Peoria Housing Authority, Illinois

Project Principal of a Salary and Benefit Study for the City of Bloomington, Indiana

Project Principal of an Employee Classification and Compensation Study, Job Description Appraisals, and Update of Compensation Plan for the Lorain Metropolitan Housing Authority, Ohio

Project Principal of a Market Salary Survey for the Lorain Metropolitan Housing Authority, Ohio

Project Principal of a Compensation and Classification Study for the Central Ohio Transit Authority

Project Principal of an Employee Compensation and Classification Study for Mahoning County, Ohio

Project Principal of an Employee Classification and Compensation Study for Blount County, Tennessee Project Principal of a Salary Study for Davidson Metropolitan Transit Authority, Tennessee

Project Principal of a Compensation Salary Study Review for Davidson Transit Organization, Tennessee

Project Principal of a Consulting Services for a Job Evaluation/Wage Survey Analysis for the Fort Wayne-Allen Count Airport Authority, Indiana

Project Principal of a Salary and Benefits Study for the City of Bloomington, Indiana

Project Principal of a Comprehensive Employee Study for the Ft. Pierce Housing Authority, Florida

Project Principal of a Classification and Compensation Study for the Tampa Housing Authority, Florida

Project Director of a Compensation Trends Survey and Benefits Survey for the Tampa Bay Water Authority, Florida

Project Principal of a Compensation Study for the Hillsborough Area Transit Authority, Florida

Project Principal of a Market Salary Survey for the Peace River Manasota Regional Water Supply Authority, Florida

Project Director of a Markey Salary Study Update for Manatee County, Florida

Project Principal of a Comprehensive Classification and Compensation Study (IT positions) for Manatee County, Florida

Project Principal of a Classification and Compensation Study for the Hillsborough County Clerk of Court and Comptroller, Florida

Project Principal of a Classification and Compensation Study for Pinellas County, Florida

Project Principal of a Compensation Study for Santa Rosa County, Florida

Project Principal of a Compensation and Classification Study for Alachua County, Florida

Project Principal of a Compensation Study for Brevard County, Florida

Project Principal of a Compensation, Classification and Performance Management Study for Manatee County, Florida

Project Principal of a Compensation Study and Pay for Performance System for Clay County Sheriff's Office, Florida

Dr. Jeffrey Ling

Project Principal of a Compensation and Classification Study for the Alachua County Sheriff's Office, Florida

Project Principal of Job Audits for the City of Gainesville, Florida

Project Principal of a Compensation Analysis for the City of Orange City, Florida

Project Principal of a Compensation and Classification Study for the Martin County Sheriff's Office, Florida

Project Principal of a Salary Survey for Pasco County Sheriff's Office, Florida

Project Principal of a Classification and Compensation Study for Pasco County Sheriff's Office, Florida

Project Principal a Compensation Study for the Bay County Sheriff's Office, Florida

Project Principal of a Compensation Study for the Walton County Sheriff's Office, Florida

Project Principal of a Pay and Classification Study for the Lake County Sheriff's Office, Florida

Project Principal of a Compensation Study for the Manatee County Sheriff's Office, Florida

Project Principal of Compensation and Classification Systems Consulting Services for the Collier County Sheriff's Office, Florida

Project Principal of a Salary Survey for the Marion County Sheriff's Office, Florida

Project Principal of a Compensation Study for the Nassau County Sheriff's Office, Florida

Project Principal of a Human Resource Audit for the Okaloosa County Sheriff's Office, Florida

Project Principal of a Pay and Classification Study for Monroe County and Monroe County Sheriff's Office, Florida

Project Principal of a Wage, Salary, and Compensation Study for the Pinellas County Housing Authority, Florida

Project Principal of a Salary Survey for WorkNet Pinellas (d/b/a CareerSource Pinellas), Florida

Project Principal of a Compensation and Classification Study for WorkNet Pinellas, Florida

Project Principal of a Compensation Survey for CareerSource Northeast Florida

Project Principal of a Classification and Compensation Study for the Town of Cutler Bay, Florida

Project Principal of a Compensation and Classification Study for the Town of Davie, Florida

Project Principal of a Pay and Classification Study for Gulf County, Florida

Project Principal of a Classification and Compensation Study for the City of Sunny Isles Beach, Florida

Project Principal of a Compensation and Classification Study for the City of Clermont, Florida

Project Principal of a Compensation Study for the City of Winter Park, Florida

Project Principal of Classification and Compensation Services for the City of Dunedin, Florida

Project Principal of a Classification and Compensation Study for the City of Zephyrhills, Florida

Project Principal of a Job Classification Analysis for the City of St. Petersburg, Florida

Project Principal of Compensation Consultant Services for the City of Coral Springs, Florida

Project Principal of a Classification and Compensation Study for the City of Sebring, Florida

Project Principal of a Salary Study for Highlands County, Florida

Project Director of a Compensation and Classification Analysis for the City of Pinecrest, Florida

Project Principal of an Executive Compensation Study for the Health Care District of Palm Beach County, Florida

Project Director of a Market Salary Survey for the Solid Waste Authority of Palm Beach County, Florida

Project Director of a Critical Classification Analysis and an Executive Compensation Analysis for the Health Care District of Palm Beach County, Florida

Project Principal of a Classification and Compensation Study and Merit Pay System Development for Keys Energy Services, Florida

Project Director of a Salary Analysis for Manatee County Utility, Florida

Project Principal of a Performance Management Study for the Palm Beach County Clerk and Comptroller's Office, Florida

Project Principal of a Classification and Compensation Study for Palm Beach County, Florida

Project Principal of a Salary, Benefit and Position Reclassification Study for the City of Kissimmee, Florida

Project Principal of a Salary and Benefits Study for the City of Ocala, Florida

Project Principal of a Salary, Benefit and Position Reclassification Study for the City of St. Cloud, Florida

Project Principal of a Compensation and Classification Study for the City of Bunnell, Florida

Project Principal of a Compensation Study for the City of Bushnell, Florida

Project Principal of an Executive Compensation Study for the Palm Beach County Health Care District, Florida

Project Principal of a Market Salary Survey for the Peace River Manasota Regional Water Supply Authority, Florida

Project Principal of a Human Resources Performance Review for the City of Cape Coral, Florida

Project Principal of a Compensation and Classification Study for the City of Deltona, Florida

Project Principal of a Performance Improvement Training and Study for the City of Destin, Florida

Project Director of a Comprehensive Compensation and Classification Study for the City of Panama City, Florida

Project Principal of a Pay and Classification Study for the City of Fort Walton Beach, Florida

Project Principal of a Classification, Compensation, and Staffing Study for the City of Lake City, Florida

Project Principal of a Classification and Compensation Study for the City of Lake City, Florida

Project Director of a Comprehensive Compensation and Benefits Analysis for the City of Bartow, Florida

Project Principal of a Compensation Survey for the City of Tamarac, Florida

Project Principal of a Compensation and Classification Study for the City of Delray Beach, Florida

Project Principal of a Compensation Study for the City of Key West, Florida

Project Principal of a Salary Survey for the City of Kissimmee, Florida

Project Principal of a Salary Survey for the City of Temple Terrace, Florida

Project Principal of a Compensation Study for the Town of Juno Beach, Florida

Project Director of a Job Analysis and Description Development for the Town of Palm Beach, Florida

Project Director of a Classification, Compensation, and Benefits Study for the City of Palm Beach Gardens, Florida

Project Director of a Compensation Study for the City of Hollywood, Florida

Project Principal of a Classification and Compensation Study for the City of Sarasota, Florida

Project Principal of a Compensation Study for Sarasota County, Florida

Project Principal of Classification and Compensation Services for the City of Dunedin, Florida

Project Principal of a Staffing, Compensation and Classification Study for the Town of Ponce Inlet, Florida

Project Principal of Salary Survey (Compensation Plan Update) for the Town of Ponce Inlet, Florida

Project Principal of a Classification, Compensation, and Benefits Study for the Town of Jupiter, Florida

Project Principal of a Classification and Compensation Study for the Village of Islamorada, Florida

Project Principal of a Compensation, Classification, and Value Engineering Analysis for City of Doral, Florida

Project Principal of a Benchmark Compensation Study for the City of Plantation, Florida

Dr. Jeffrey Ling

Project Principal of a Police Force Compensation and Benefits Study for the City of Doral, Florida

Project Principal of a Compensation Analysis for the City of Holmes Beach, Florida

Project Principal of a Classification and Compensation Study for the City of Ft. Myers, Florida

Project Principal of a Classification and Compensation Study for the City of Zephyrhills, Florida

Project Principal of a Classification and Compensation Study for the City of Destin, Florida

Project Principal of a Compensation Study for Lake County, Florida

Project Principal of a Classification and Compensation Study for the Health Care District of Palm Beach County, Florida

Project Principal of an Organizational Review for the Health Care District of Palm Beach County, Florida

Project Principal of a Strategic Planning Study for the Health Care District of Palm Beach County, Florida

Project Principal of a Merit Based Performance Management System for the Health Care District of Palm Beach County, Florida

Project Principal of an Employee Engagement Study for the Health Care District of Palm Beach County, Florida

Project Principal of a Compensation Study for Glades General Hospital, Florida

Project Principal of a Compensation Market Analysis for the St. Johns River Water Management District, Florida

Project Principal of a Total Compensation Study for the Southwest Florida Water Management District

Project Principal of a Salary, Benefit and Position Reclassification Study for the Toho Water Authority, Florida

Project Principal of a Pay and Classification Study for Tampa Bay Water, Florida

Project Principal of a Position and Compensation Study for the Florida Keys Aqueduct Authority

Project Principal of a Pay and Classification Study for the Florida Keys Aqueduct Authority

Project Principal of a Compensation and Classification Study for the Ft. Pierce Utilities Authority, Florida

Project Principal of a Software Training Services for Seminole County, Florida

Project Principal of a Compensation and Classification Study for Seminole County, Florida

Project Principal of a Job Classification and Pay Study for Flagler County, Florida

Project Principal of a Compensation and Benefits Study for Seminole County, Florida

Project Principal of a Performance Management Study for Seminole County, Florida

Project Principal of a Compensation and Classification Study for Gadsden County, Florida

Project Principal of a Market Salary Survey for Charlotte County, Florida

Project Principal of a Pay and Classification Study for Martin County, Florida

Project Principal of a Comprehensive Classification and Compensation Study for Bay County, Florida

Project Principal of a Classification and Performance Management System Review for Citrus County, Florida

Project Director of Management Consulting Services for Osceola County, Florida

Project Principal of a Compensation Study for Osceola County, Florida

Project Principal of a Compensation Survey for Miami-Dade County, Florida

Project Principal of an Employee Engagement Survey for the City of Daytona Beach, Florida

Project Principal of a Compensation Study for the City of North Miami Beach, Florida

Project Principal of an Employee Total Compensation Study for the Loxahatchee River District, Florida

Project Principal of a Compensation and Classification Study for the Orlando-Orange County Expressway Authority, Florida

Dr. Jeffrey Ling

Project Principal of an Emergency Management Operations Survey for the City of Orlando, Florida

Project Principal of Human Resource Consulting Services to the City of Orlando, Florida

Project Principal of a Pay and Classification Study for the City of Holly Hill, Florida

Project Principal of a Classification and Compensation Study for the City of High Springs, Florida

Project Principal of a Classification and Compensation Study for the City of Dania Beach, Florida

Project Principal of a Compensation and Classification Study for the City of North Port, Florida

Project Principal of a Job Classification and Compensation Study for the City of Sunrise, Florida

Project Principal of a Job Classification and Compensation Study for the City of Melbourne, Florida

Project Principal of a Classification and Compensation Study for the City of West Melbourne, Florida

Project Principal of a Comprehensive Classification and Compensation Study for Baldwin County, Alabama

Project Principal of a Compensation Study for the Alabama League of Cities

Project Principal of a Compensation and Pay Classification Plan Study for the City of Foley, Alabama

Project Principal of a Classification and Compensation Study for Riviera Utilities, Alabama

Project Principal of a Classification and Compensation Study for Lumpkin County, Georgia

Project Principal of a Compensation and Benefits Study for Cherokee County, Georgia

Project Principal of a Compensation and Benefits Survey for Forsyth County, Georgia

Project Principal of a Compensation Market Study and Survey for Forsyth County, Georgia

Project Principal a Pay and Classification Study for Worth County, Georgia

Dr. Jeffrey Ling

Project Principal of a Classification and Compensation Study and Analysis for Douglas County, Georgia

Project Principal of a Wages and Salaries Compensation Study the City of Stockbridge, Georgia

Project Principal of a Job Description/Classification Study and Analysis for Douglasville-Douglas County Water and Sewer Authority, Georgia

Project Principal of a Classification and Compensation Study and Analysis for the City of Dublin, Georgia

Project Principal of a Comprehensive Classification and Compensation Study for the City of Garden City, Georgia

Project Principal of a Compensation Plan Update for the City of Garden City, Georgia

Project Principal of a Pay and Classification Study for the City of Chamblee, Georgia

Project Principal a Classification and Compensation Study and Analysis for the City of Villa Rica, Georgia

Project Principal of a Pay and Classification Study for the City of Fayetteville, Georgia

Project Principal of a Classification and Compensation Study for the City of Commerce, Georgia

Project Director of a Staffing Study for the City of Fayetteville, Georgia

Project Principal of a Salary Survey for the City of Dunwoody, Georgia

Project Principal of a Comprehensive Position Classification and Compensation/Benefits Study and Analysis for the City of Woodstock, Georgia

Project Principal of a Compensation Analysis for the City of Alpharetta, Georgia

Project Principal of a Compensation Study for the City of Dalton, Georgia

Project Principal of an Employee Classification and Compensation Study for the City of Savannah, Georgia

Project Principal of a Classification and Compensation Study and Analysis for the City of Douglasville, Georgia

Project Principal of a Compensation Study for the City of Statesboro, Georgia

Project Principal of a Salary and Benefits Survey for the City of Roswell, Georgia

Project Principal of a Classification and Compensation Study for the City of Kingsland, Georgia

Project Principal of a Compensation and Benefits Study and Analysis for the City of Dahlonega, Georgia

Project Principal of a Comprehensive Compensation and Classification Study for the City of Tybee Island, Georgia

Project Principal of a Compensation and Classification Study for the City of Brookhaven, Georgia

Education Experience

Project Principal of a Human Resources Department Evaluation for Sam Houston State University, Texas

Project Director of a Classification and Compensation Study for the Lone Star College System, Texas

Project Principal of a Job Classification and Compensation Study for El Paso Community College District, Texas

Project Principal of a Salary Study for Sul Ross State University, Texas

Project Director of a Compensation and Classification Study for Midwestern State University, Texas

Project Director of a Staffing Analysis for Midwestern State University, Texas

Project Principal of a Faculty Pay, Workload, and Promotion Study for Midwestern State University, Texas

Project Director of a Compensation and Classification Study for the Tarrant County College District, Texas

Project Principal of an Employee Compensation Study for the Tarrant County College District, Texas

Project Director of an HR Department Roles & Responsibilities Analysis for the Tarrant County College District, Texas

Project Director of an Update of Policies for Faculty Placement, Promotions, and Advancement for the Tarrant County College District, Texas

Project Principal of a Non-Faculty Compensation Review for Austin Community College, Texas

Project Principal of a Compensation Study for South Texas College

Project Director of Classification and Compensation Advisory Services for Maricopa County Community College District, Arizona

Project Director of a Faculty Compensation Market Survey for Maricopa County Community College District, Arizona

Project Principal of a Job Audit Services Study for Gadsden Independent School District, New Mexico

Project Principal of a Human Resources Pay and Classification Study for Albuquerque Public Schools, New Mexico

Project Director for a Compensation Study for the New Mexico Military Institute

Project Director of a Compensation Study for Santa Fe Community College, New Mexico

Project Director of a Compensation Review for Clark College, Washington

Project Director of a Market and Total Compensation Study for Central Community College, Nebraska

Team Leader for the Human Resources component of a Comprehensive Management Study and a Strategic Planning Study for the Los Angeles Unified School District, California

Project Principal of a Compensation Study for Florida Virtual School

Project Principal of Classification and Compensation Study Services for Hillsborough Community College, Florida

Project Principal of a Compensation and Classification Study for Edison State College, Florida

Project Principal of a Compensation and Classification Study for Palm Beach State College, Florida

Project Director of a Staff Classification and Compensation Study for St. Johns River State College, Florida

Project Principal of a Salary Analysis for Palm Beach State College, Florida

Project Principal of a Performance Management Study for Seminole State College, Florida

Project Principal of Compensation Consulting Services for the State College of Florida – Sarasota-Manatee

Team Leader of Information Technology Supplemental Staffing Services for Hillsborough County Public Schools, Florida

Project Principal of a Compensation and Classification Study for Brevard County Schools, Florida

Project Principal of a Districtwide Job Classification and Compensation Study for the Escambia County School District, Florida

Project Principal of a Position Classification Study of St. Lucie County Schools, Florida

Team Leader for the Human Resources Review of an Administrative Study of the Monroe County School District, Florida

Project Director for a Compensation and Classification Study for Tuscaloosa City Schools, Alabama

Project Principal for a Compensation and Classification Study for Douglas County School System, Georgia

Project Principal of a Compensation and Classification Study for Atlanta Public Schools, Georgia

Project Principal of a Superintendent Salary Review for Atlanta Public Schools, Georgia

Project Principal of a Salary Study for Atlanta Metropolitan College, Georgia

Project Principal of a Compensation and Classification Study for Sumter County Schools, Georgia

Project Principal of a Market Salary Survey for Missouri Western State University, Missouri

Project Principal of a Classification and Compensation Plan for Non-Faculty Positions and Non-Exempt Positions for Missouri Southern State University, Missouri

Project Principal of a Compensation and Classification Study for the Liberty Public School District No. 53, Missouri

Project Director of an Employee Classification and Compensation Study for McHenry County College, Illinois

Project Director of a Compensation Study for Shawnee Community College, Illinois

Project Director of a Performance Management Study for Morehead State University, Kentucky

Dr. Jeffrey Ling

Project Principal of a Job Classification and Compensation Study for Chesapeake College, Maryland

Project Director of a Job Classification and Compensation Study for Howard Community College, Maryland

Project Director of a Compensation Study for Harford Community College, Maryland

Project Director of a Job Classification and Compensation Analysis for Wor-Wic Community College, Maryland

Project Director of a Pay Compression Study for Allegany College of Maryland

Project Director of a Job Classification and Compensation Review for Morgan State University, Maryland

Project Director of a Job Classification and Compensation Analysis for Carroll Community College, Maryland

Project Director of a Position Classification and Compensation Analysis for the College of Southern Maryland

Project Director of an Employee Classification and Compensation Analysis for Manassas City Public Schools, Virginia

Project Principal of a Compensation Study for the York County School Division, Virginia

Project Principal of a Classification and Compensation Study for Culpeper County Public Schools, Virginia

Technical Advisor of a Compensation Study for Pittsylvania County Schools, Virginia

Project Director of a Salary Scale Study for Loudoun County Public Schools, Virginia

Project Principal of a Classification and Compensation Study for Williamsburg-James City County Public Schools, Virginia

Technical Advisor of a Compensation and Classification Study for Prince George County Public Schools, Virginia

Project Principal of a Compensation Study for Montgomery County Public Schools, Virginia

Project Principal of a Classification and Compensation Study for Clarke County Public Schools, Virginia

Project Principal of a Pay Plan Study for Salem City Schools, Virginia

Project Principal of a Classification and Compensation Study for Lutheran Family Services of Virginia, Inc

Project Director of a School Efficiency Review for the City of Martinsville Schools, Virginia

Project Consultant of an Efficiency Review for Stafford County Public Schools, Virginia

Project Principal of a Compensation and Classification Study for Suffolk Public Schools, Virginia

Project Principal of a Classification and Compensation Plan Update for Suffolk Public Schools, Virginia

Team Leader for Human Resources on School Efficiency Reviews for Covington City and Alleghany County Public School Divisions, Virginia

Project Principal of a Classification and Compensation Study for Richland County School District One, South Carolina

Project Principal of a Compensation and Staffing Study for Pickens County School District, South Carolina

Assistant Project Director of a Financial Review of Davie County Public Schools, North Carolina

Project Consultant of a Financial Review of Lee County Public Schools, North Carolina

Project Principal of a Comprehensive Salary Study for Chatham Public Schools, North Carolina

Assistant Project Director of a Classified Employment Study for Chapel Hill-Carrboro City Schools, North Carolina

Project Director of a Compensation and Classification Study for Wake Technical Community College, North Carolina

Project Director of a Benefits and Compensation Study for Corning Community College, New York

Project Director of a Faculty Salary Compression Study for Corning Community College, New York

Project Director of a Total Compensation Study for Finger Lakes Community College, New York

Project Principal of a Position Description Review and Salary
Comparison Analysis for Purchase College, State University of New York

Project Director a Compensation, Classification, and Organizational Study for SUNY Ulster, New York

Project Consultant of a School District Operations and Staffing Study for Needham Public Schools, Massachusetts

Project Consultant of an Organizational, Effectiveness, and Efficiency Study for Manchester Public Schools, Connecticut

Team Leader for Technology in a Management Curriculum Audit of the Guam Public School System

Team Leader for an Organizational and Operational Review of Philadelphia Public Schools, Pennsylvania

Project Director of a Comprehensive Compensation, Classification, and Organization Design and Structure Study for Portland Public Schools, Maine

State Government Experience

Project Principal of a Comprehensive Human Resources Operations and Process Review Summary for the Nebraska Department of Health and Human Services

Team Leader of an Evaluation of the Implementation of the Race to the Top Grant for the Florida Department of Education.

Project Principal of a Business Case Analysis for the Florida Department of Veteran Affairs

Project Principal of a Child Care Inspection Assessment for the Florida Department of Children and Families

Project Principal of an Affirmative Action Planning Project for the Department of Management Services, Florida

Project Principal of an Information Technology Change Management Study for the Florida Department of Business and Professional Regulation

Project Principal of a Compensation and Classification Study for the Florida State Board of Administration. Florida

Project Principal of a Human Resources Best Practices Study for the Florida Department of Management Services

Project Principal of a Statewide Human Resources Strategic Plan for the Florida Department of Management Services

Team Leader of a Disparity Study for the State of Alaska

Team Leader of a Disparity Study for the State of Montana

Team Leader of a Disparity Study for the State of Colorado

Other Experience

Project Principal of a Human Resources Audit for the Association for Institutional Research

Project Principal of an IT Strategic Plan for the Florida Association of Counties

Project Principal of a Compensation Study for the Florida Association of Counties

Project Principal of a Human Resources Consulting Services Study for the FACC Services Group, Florida

Project Principal of a Compensation Analysis for the Florida Telecommunications Relay, Inc.

Project Principal of a Rate Competitiveness Assessment Study for the Florida Association of Court Clerks (FACC)

Project Principal of an Organizational Study for the Florida Clerks of Court Operations Corporation (FCCOC)

Project Principal of a Compensation and Classification Analysis for FACC

Project Director of a Pay Plan Market Value Study for the Florida Board of Bar Examiners

Project Principal of a Business Model Assessment for the Florida Institute of Certified Public Accountants, Florida

Project Principal of the Collection and Analysis of Market Data for the Confidential Office Personnel Association

Project Principal of a Compensation and Classification Plan Update for the Florida League of Cities

Project Principal of a Compensation Study for the Florida League of Cities

Project Principal of an Organizational Review for Florida Prepaid College Fund

Project Principal of a Compensation Study for the Florida Association of Counties

Project Principal of a Compensation and Classification Study for Community Action Stops Abuse (CASA), a non-profit organization dealing with domestic violence issues

Project Principal of a Pay, Compensation, and Classification Study for Community Action Stops Abuse, Florida

Employee Training to the City of Tallahassee, Florida for *Doing More with Less*, *Emotional Intelligence*, and *Goal Setting*

Employee Training for the City of Destin, Florida for How to Conduct an Environmental Scan and Strategic Planning Facilitation

Presentations

American Political Science Association
International Personnel Management Association
Florida State Personnel Association
Florida Professional Association for Human Resources
Florida Public Human Resources Association, Inc
National Association of State Personnel Executives
Florida Government Technology Conference
Florida Government Information Services Association
Georgia Board of Health Conference
National Association of Workforce Boards
Kansas Public Personnel Conference
Texas County Leadership Institute
Workforce Planning for the 21st Century

Ms. Nancy B. Berkley

Project Director

Evergreen Solutions, LLC

Ms. Berkley has 30 years HR experience demonstrating knowledge of multiple human resources (HR) disciplines including, recruiting and staffing, workforce planning and retention, on-boarding, compensation and benefits, employee and labor relations, employee leave administration, voluntary and in-voluntary employee separations, performance management, employee surveys, organizational design and development, organization effectiveness, employee learning, training, and development, employee records administration and retention, and awards and recognition programs. She has consistently enhanced organizational capability by integrating HR with strategic business planning, development and assessment. She has provided individualized executive coaching and led HR team development and high performance teams. She has led corporate change initiatives and built talent-rich organizations by strengthening people and integrating processes and has directed human resources in high-volume, transactional service organizations and high-level, consulting organizations. She has excellent conflict resolution, negotiation, and influencing skills.

Education

Bachelor's Degree in Psychology, Florida State University

Certifications / Memberships

SPHR (1997 - 2012); Member, Society of Human Resources Management

Professional and Business History

Manager, Evergreen Solutions, Tallahassee, FL, January 2013 to Present

Assistant Project Director of a Salary Equity Study for Guilford County, North Carolina

Project Director of a Position Classification and Compensation Study for Gaston County, North Carolina

Project Director of a Compensation and Classification Study for Union County, North Carolina

Project Director of a Pay and Classification Study for Buncombe County, North Carolina

Project Consultant of a Classification and Compensation Study and Benefits Survey for New Hanover County and New Hanover ABC Board, North Carolina

Project Consultant of a Classified Employment Study for Chapel Hill-Carrboro City Schools, North Carolina

Project Director of a Classification and Compensation Study for Berkeley County, South Carolina

Project Director of a Pay and Classification Study for the Town of Moncks Corner, South Carolina

Project Director of a Classification and Compensation Study for the Town of Hilton Head Island, South Carolina

Project Director of a Classification and Compensation Study for the City of Goose Creek, South Carolina

Project Director of a Comprehensive Classification, Compensation, Performance Management, and Benefits Study for the City of Columbia, South Carolina

Project Director of a Classification and Compensation Study for the Richland Library, South Carolina

Project Director of an Employee Evaluation System for the North Charleston Sewer District, South Carolina

Project Director of a Classification and Compensation Plan Review for the City of Annapolis, Maryland

Project Director of Classification and Compensation Study Services for the City of Westminster, Maryland

Project Director of a Wages and Salary Scale Study for Washington County, Maryland

Assistant Project Director of a Pay Compression Study for Allegany College of Maryland

Project Consultant of a Job Classification and Compensation Study for Chesapeake College, Maryland

Assistant Project Director of a Job Classification and Compensation Review for Morgan State University, Maryland

Project Director of a Pay and Classification Study for the City of Williamsburg, Virginia

Project Director of a Pay and Classification Study for the Isle of Wight County, Virginia

Project Director of a Compensation Study for King George County, Virginia

Project Consultant of a Classification and Compensation Study for Gloucester County, Virginia

Project Director of a Classification and Compensation Study for Essex County, Virginia

Project Consultant of a Compensation and Classification Study for Montgomery County, Virginia

Project Director of a Classification and Compensation Study for Alleghany County and the City of Covington, Virginia

Project Consultant of a Salary Scale Study for Loudoun County Public Schools, Virginia

Project Consultant of a Compensation Study for the York County School Division, Virginia

Project Consultant of a Classification and Compensation Study for Culpeper County Public Schools, Virginia

Project Consultant of a Salary Market Study and Personnel Systems Study for Virginia's Region 2000 Local Government Council

Project Director of a Compensation Analysis for the City of Alpharetta, Georgia

Project Director of a Classification and Compensation Study and Analysis for the City of Douglasville, Georgia

Project Director of a Compensation and Classification Study and Analysis for the City of Dublin, Georgia

Project Director of an Employee Classification and Compensation Study for the City of Savannah, Georgia

Project Director of a Pay and Classification Study for the City of Fayetteville, Georgia

Project Director of a Compensation and Classification Study for the City of Brookhaven, Georgia

Project Director of a Classification and Compensation Study for the City of Commerce, Georgia

Project Director of a Comprehensive Position Classification and Compensation/Benefits Study and Analysis for the City of Woodstock, Georgia

Project Director of a Wages and Salaries Compensation Study for the City of Stockbridge, Georgia

Project Director of a Compensation Study for the City of Dalton, Georgia

Assistant Project Director of a Compensation Study for the City of Statesboro, Georgia

Project Director of a Comprehensive Compensation and Classification Study for the City of Tybee Island, Georgia

Project Director of a Comprehensive Classification and Compensation Study for the City of Garden City, Georgia

Project Director of a Salary and Benefits Survey for the City of Roswell, Georgia

Project Director of a Compensation and Benefits Study for Cherokee County, Georgia

Project Director of a Compensation and Benefits Study and Analysis for the City of Dahlonega, Georgia

Project Director a Pay and Classification Study for Worth County, Georgia

Project Director a Classification and Compensation Study and Analysis for the City of Villa Rica, Georgia

Project Director of a Pay and Classification Study for the City of Chamblee, Georgia

Project Director of a Salary Survey for the City of Dunwoody, Georgia

Project Director of a Classification and Compensation Study and Analysis for Douglas County, Georgia

Project Director of a Job Description/Classification Study and Analysis for Douglasville-Douglas County Water and Sewer Authority, Georgia

Project Director of a Compensation and Benefits Survey for Forsyth County, Georgia

Project Director of a Compensation Market Study and Survey for Forsyth County, Georgia

Project Director of a Classification and Compensation Study for Lumpkin County, Georgia

Project Consultant of a Performance Management Review for Morehead State University, Kentucky

Project Consultant of a Classification and Compensation Study for Sedgwick County, Kansas

Project Director of a Classification and Compensation Study for Jefferson County, Missouri

Project Director of a Compensation and Classification Study for the Central Ohio Transit Authority

Project Director of a Compensation Update for the Central Ohio Transit Authority

Project Director of a Classification and Compensation Study for Blount County, Tennessee

Assistant Project Director of a Compensation and Classification Study for Tuscaloosa City Schools, Alabama

Project Consultant of a Comprehensive Compensation, Classification, and Organizational Design and Structure Study for Portland Public Schools, Maine

Project Consultant of a Compensation and Classification Study for the Liberty Public School District No. 53, Missouri

Assistant Project Director of a Classification and Compensation Study for the Town of Little Elm, Texas

Project Director of a Comprehensive Compensation and Classification Study for the City of Farmers Branch, Texas

Project Director of a Comprehensive Compensation and Benefits Study for the City of Rowlett, Texas

Project Director of a Human Resources Department Assessment for the City of Buda, Texas

Project Director of a Classification and Compensation Study for the City of Pflugerville, Texas

Project Director of a Classification and Compensation Study for the City of Conroe, Texas

Project Consultant of a Classification and Compensation Study for the Lone Star College System, Texas

Project Consultant of a Job Classification and Compensation Study for El Paso Community College District, Texas

Project Consultant of a Compensation Study for South Texas College

Project Consultant of a Non-Faculty Compensation Review for Austin Community College, Texas

Project Consultant of Classification and Compensation Advisory Services for Maricopa County Community College District, Arizona

Project Director of a Classification Study and a Compensation Survey for the City of Page, Arizona

Project Director of a Position and Compensation Study for the Florida Keys Aqueduct Authority

Project Director of a Pay and Classification Study for the Florida Keys Aqueduct Authority

Project Director of a Job Classification and Compensation Study for the Utilities Commission, City of New Smyrna Beach, Florida

Project Consultant of a Salary Survey for the City of Dania Beach, Florida

Project Director of a Classification and Compensation Study for the City of Destin, Florida

Project Director of a Classification and Compensation Study for the City of Delray Beach, Florida

Project Director of a Classification, Compensation, and Benefits Study for the Town of Jupiter, Florida

Project Director of a Compensation and Classification Study for the City of North Port, Florida

Project Director of a Classification and Compensation Study for the Town of Cutler Bay, Florida

Assistant Project Director of a Comprehensive Compensation and Classification Study for the City of Panama City, Florida

Project Director of Compensation Consulting Services for the Town of Longboat Key, Florida

Project Director of a Comprehensive Compensation and Classification Study for the City of Panama City Beach, Florida

Project Director of a Compensation Plan Update for the City of Panama City Beach, Florida

Project Director of a Salary Plan Update for the Flagler County Sheriff's Office, Florida

Project Director of a Classification and Compensation Study for Pasco County Sheriff's Office, Florida

Project Director of a Pay and Classification Study for the City of Fort Walton Beach, Florida

Project Director of a Compensation Study for Lake County, Florida

Project Consultant for the Collection and Analysis of Market Data for the Confidential Office Personnel Association, Florida Project Director of a Compensation Update and Performance Evaluation Study for Lake County, Florida

Assistant Project Director of a Compensation and Classification Study for Miami Shores Village, Florida

Project Consultant for Compensation Consulting Services for the State College of FL – Sarasota-Manatee

Project Director of a Salary Survey for the School Board of Sarasota County, Florida

Assistant Project Director of a Pay Plan Market Value Study for the Florida Board of Bar Examiners

Project Director of FLSA Audits for the Southwest Florida Water Management District

Project Director of FLSA Audits and Salary Survey for the South Florida Water Management District

Project Consultant of Human Resources Consulting Services for the Orange County Library System, Florida

Project Director of a Compensation Analysis for the Florida Telecommunications Relay, Inc.

Project Director of a Pay and Classification Study for Martin County, Florida

Project Director of a Compensation and Classification Study for Highlands County, Florida

Project Consultant of a Compensation Study for the Village of North Palm Beach, Florida

Project Director of a Compensation and Benefits Study for the Town of Palm Beach, Florida

Assistant Project Director of a Compensation Study for the City of Hollywood, Florida

Project Director of the Development of a Step Pay Plan for the Flagler County Sheriff's Office, Florida

Project Director of Job Audits for the City of Gainesville, Florida

Project Director of Compensation and Classification Study for Alachua County, Florida

Project Consultant of Compensation and Classification Study Services for Monroe County, Florida

HR Director, Children's Home Society of Florida, Tallahassee, FL, June 2010-February 2012

Directed all human resources field operations for a region in Florida while ensuring efficient delivery of human resources support to include new hire orientation, staffing, workforce management, performance management, associate relations, supervisory training, and executive coaching. Built strong relationships with executive leaders and local management to provide superior, business specific human resources support. Investigated complex employee relation issues and recommended positive resolutions, followed by zero employee actions taken outside the agency.

Consultant & Healthcare Advocate, Health First Aging Institute, Merritt Island, FL, February 2009-May 2010

Developed strategy for corporate effort to increase resources for employee and community caregivers of the elderly; based on feedback from facilitated caregiver focus groups. Served as an advocate, managing health, financial, and legal matters on specific case-by-case basis for adults suffering from dementia. (Provided inhome, 24/7 care for elderly parents during this period.)

District HR Manager, The Home Depot, Lake Wales, FL, February 2007-Aug 2008

Managed, administered, and provided day-to-day human resources services for a store. Influenced positive associate relations in a store that was experiencing low morale and numerous employee issues. Actively led strategies and modeled behavior to create an environment that rewarded and recognized individual and team success. Promoted to district manager for associate relations supporting eight-store district. Facilitated fair and consistent resolution of employee concerns across the district. Coached store leaders on effective staff management, motivation, and retention, and designed a district-wide process to improve associate attendance and engagement.

Diversity Program Manager/Senior HR Business Partner, Rockwell Collins, Cedar Rapids, IA, Oct 2005-February 2007

Strategically partnered with engineering business leaders in providing advice and guidance on HR policies, administration, organization design, change management, and team development. Trusted to design specific approach to increase teamwork in high tech leader group. Selected as corporate Diversity Program Manager to plan diversity program strategy and educate management on Equal Employment Opportunity (EEO) and Affirmative Action Plan (AAP) plans, programs, and areas for improvement. Successfully developed EEO training program for leaders across the company.

HR Senior Manager/Employee Involvement Program Manager, The Boeing Company, Kennedy Space Center, FL, July 1996-September 2005

Directed post-acquisition integration of human resources activities following McDonnell Douglas merger with Boeing. Selected to integrate six organization's human resources staff, policies, processes and practices. Recognized by senior leaders for forward thinking, flexible, integrated approach to developing teams of generalists and specialists responsible for staffing, on boarding, development, performance management, succession planning, and total compensation. Selected to utilize broadly defined employee involvement strategies to construct viable, business specific approach for Boeing employees at the Kennedy Space Center (~3000 employees.) Recognized by site leaders for facilitating a cultural shift to team-based program environment. Consulted with Boeing Leadership Center as a member of the corporate learning council. Managed various human resources and learning budgets of approximately \$1M+.

HR Senior Manager, McDonnell Douglas Corporation, Kennedy Space Center, FL, December 1980-July 1996

Progressed through increasingly responsible positions as human resources expert and business partner supporting business goals while managing teams, programs, and human resources information systems (HRIS.) Designed, implemented, and monitored the company's first job posting program. Procured and administered an applicant tracking system, and gained autonomous HRIS capability for unique business needs. Designed monitoring system for Affirmative Action Program (AAP) goal efforts. Created recruitment strategies that increased representation of women and minorities.

Key Achievements, Responsibilities

- Designed and implemented a shared service, centralized virtual staffing organization for statewide agency, increasing efficiency of staffing function for hiring managers.
- Analyzed and responded to employee relation trends; positively influenced work environments reducing employee complaints by ~90 percent.
- Consulted with senior leaders and successfully led project teams to develop new policies, programs and tools; including total revision and communication of a company's HR policies and practices to be in accordance with state and federal laws.
- Created HR metrics reviews utilizing business goals and human resources information systems data; set improvement goals and developed action plans for unique business requirements.

- Designed succession and development plans for high tech engineering leaders, and multi-level business units; compiling all data for senior executive delivery and review.
- Developed and implemented Employee Involvement (EI)
 (Engagement) strategy; measured its success, and applied El
 tools with Lean manufacturing processes to facilitate objective
 results.
- Conceptualized and implemented complex workforce reduction plans; then redeployed ~50 percent of the affected employees.
- Integrated three training groups into one cohesive team; concept was replicated in other business units.
- Participated on Boeing company-wide learning council; provided unique perspective of a location site with multiple operating business units with different or competing needs.
- Represented companies in state and federal agency reviews, e.g.
 Office of Federal Contract Compliance Program (OFCCP) reviews,
 Equal Employment Opportunity Commission (EEOC) charges,
 workers compensation charges, and unemployment
 compensation claims.
- Participated on company labor negotiations teams and interpreted and implemented contract language for work performed on service contracts.

Mr. Lee Bouchelle

Project Consultant Evergreen Solutions, LLC

Education

Master's Degree, Resource Economics, University of Florida, 1989 - 1992

- 1992 Dr. Frederick J. Prochaska Outstanding Masters Thesis Award for "An economic analysis of harvest restrictions in the North Atlantic swordfish fishery"
- Aylesworth Scholarship

Bachelor of Arts, Political Science/International Relations, University of Florida, 1986 - 1988 (Minor in Business)

Professional and Business History

Evergreen Solutions, LLC, Senior Consultant, February 2019 – Present; Consultant, May 2016 – February 2019

Project Consultant of a Classification and Compensation Study for Berkeley County, South Carolina

Project Consultant of a Classification and Compensation Study for Dorchester County, South Carolina

Project Consultant of a Pay and Classification Study for the Town of Moncks Corner, South Carolina

Project Consultant of a Classification and Compensation Study for the City of Lancaster, South Carolina

Project Consultant of an Employee Compensation and Job Classification Study for the City of Conway, South Carolina

Project Consultant of a Salary Comparability Study for the Housing Authority of Florence, South Carolina

Project Consultant of a Classification and Compensation Study for the Richland County Recreation Commission, South Carolina

Project Consultant of a Compensation Study for Greenville Water, South Carolina

Project Consultant of a Classification and Compensation Study for the City of Delray Beach, Florida

Project Consultant of a Classification and Compensation Study for the City of Holly Hill, Florida

Project Consultant of a Compensation and Classification Study for the City of North Port, Florida

Project Consultant of a Classification and Compensation Study for the City of High Springs, Florida

Project Consultant of a Job Classification and Compensation Study for the City of Sunrise, Florida

Project Consultant of a Job Classification and Compensation Study for the City of Melbourne, Florida

Project Consultant of a Classification and Compensation Study for the City of West Melbourne, Florida

Project Consultant of a Classification and Compensation Study for the City of Dania Beach, Florida

Project Consultant of a Pay and Classification Study for Monroe County, Florida

Project Consultant of a Job Classification and Pay Study for Flagler County, Florida

Project Consultant of a Compensation and Classification Study for Alachua County, Florida

Project Consultant of a Classification and Compensation Study for Gadsden County, Florida

Project Consultant of a Classification and Compensation Study for the Hillsborough County Clerk of Court and Comptroller, Florida

Project Consultant of a Pay and Classification Study for the Lake County Sheriff's Office, Florida

Project Consultant of a Classification and Compensation Study for the Pasco County Sheriff's Office, Florida

Project Consultant of a Compensation Study for the Bay County Sheriff's Office, Florida

Project Consultant of a Compensation Study for the Walton County Sheriff's Office, Florida

Project Consultant of FLSA Audits for the Southwest Florida Water Management District

Project Consultant of a Classification and Compensation Study for the City of Destin, Florida

Project Consultant of an IT Salary Study for the City of Miramar, Florida

Project Consultant of Compensation Consulting Services for the Town of Longboat Key, Florida

Project Consultant of a Comprehensive Classification and Compensation Study for Baldwin County, Alabama

Project Consultant of a Compensation and Benefits Study for Forsyth County, Georgia

Project Consultant of a Classification and Compensation Study and Analysis for Douglas County, Georgia

Project Consultant of a Classification and Compensation Study for Lumpkin County, Georgia

Project Consultant of a Pay and Classification Study for the City of Chamblee, Georgia

Project Consultant of a Compensation Plan Update for the City of Garden City, Georgia

Project Consultant of an Employee Classification and Compensation Study for the City of Savannah, Georgia

Project Consultant of an Employee Classification and Compensation Study for Blount County, Tennessee

Project Consultant of a Classification and Compensation Plan Review for the City of Annapolis, Maryland

Project Consultant of a Wages and Salary Scale Study for Washington County, Maryland

Project Consultant of a Position Classification and Compensation Study for Gaston County, North Carolina

Project Consultant of a Human Resources Job Analysis Consulting Services

Charlotte Water, Charlotte, North Carolina

Project Director of a Salary and Compensation Study for Jefferson County Schools, West Virginia

Project Consultant of a Pay and Classification for the City of Williamsburg, Virginia

Project Consultant of a Classification and Compensation Study for the City of Fredericksburg, Virginia

Project Consultant of a Compensation Study for King George County, Virginia

Project Consultant of a Classification and Compensation Study for the County of Northampton, Virginia

Project Consultant of a Classification and Compensation Study for Alleghany County and the City of Covington, Virginia

Project Consultant of a Compensation Update for the Central Ohio Transit Authority

Project Consultant of a Salary Comparability Study for the Springfield Housing Authority, Illinois

Project Consultant of a Classification and Compensation Study for Jefferson County, Missouri

Project Consultant of a Compensation and Classification Study for Clay County, Missouri

Project Consultant of a Compensation Study for the City of Hobbs, New Mexico

Project Consultant of a Human Resources Department Assessment for the City of Buda, Texas

Project Consultant of a Comprehensive Compensation and Classification Study for the City of Farmers Branch, Texas

Project Consultant of a Classification Study and a Compensation Survey for the City of Page, Arizona

Project Consultant of a Job Classification and Compensation Study for the Davis School District, Utah

Project Consultant of a Job Analysis, Classification, and Compensation Study for the Ogden City School District, Utah

Project Consultant of a Classification and Compensation Study for the City of Reno, Nevada

Project Consultant of a

Consultant, ERS Group, Tallahassee, FL, April 2011 - 2015

Participated in the development of large and complex economic and statistical research projects which analyze the effects of various business practices or economic programs.

Research Associate II, ERS Group, Taliahassee, FL, December 2005 – April 2011

Collected, compiled, analyzed and interpreted data from different sources, assists in analyzing and summarizing employment data,

maintains and updates data project files, and assisted in the preparation of research reports.

Senior Research Consultant, Ben Johnson Associates, Inc. Tallahassee, FL, 1995 – December 2005

Assisted with the preparation and review of expert testimony, economic cost studies, rate cases, and financial analyses in various regulated utility proceedings throughout the country. Primary Excel developer of the Telecom Economic Cost Model that was submitted to the FCC and in numerous state local exchange cost dockets. Conducted Separations studies for small rural telephone companies in Arizona and Idaho and Productivity studies of the Telecommunications industry.

Prepared discovery requests and responses and provided crossexamination assistance to clients. Designed and managed a MYSQL database and prepared SQL queries for data-driven websites.

Economic Consultant, Resource Economics Consultants, Inc., Gainesville, FL, 1993 - 1995

 Analyzed a variety of different economic issues, including contingent valuations and econometric analysis for the Indian River Lagoon National Estuary Program (funded by the SJRWMD) in which I used an innovative modeling approach to assess fisheries impacts of water quality deterioration; and analyzed economic impacts associated with water quality programs in the Lake Okeechobee watershed for the South Florida Water Management District (SFWMD). Also analyzed the economic impacts of SWFWMD water supply restrictions on municipal public utilities.

Software Skills

SAS (Certified Base Programmer) , Excel (Expert user), Access, MYSQL, MS Office

Mr. Samuel Aaron Wilburn

Project Consultant Evergreen Solutions, LLC

Education

MBA., Florida State University, Tallahassee, FL, May 2018

B.S., Civil and Environmental Engineering, Florida State University, Tallahassee, FL, May 2014

A.A., College of Central Florida, Ocala, FL, August 2009- July 2011

Professional and Business History

Evergreen Solutions, LLC, Consultant, May 2018 to present.

Project Consultant of a Classification and Compensation Study for the City of Conroe, Texas

Project Consultant of an Employee Evaluation System for the North Charleston Sewer District, South Carolina

Project Consultant of a Pay and Classification Study for Buncombe County, North Carolina

Project Consultant of Classification and Compensation Study Services for the City of Westminster, Maryland

Project Consultant of a Classification and Compensation Study and Analysis for the City of Douglasville, Georgia

Project Consultant of a Compensation and Classification Study and Analysis for the City of Dublin, Georgia

Project Consultant of a Pay and Classification Study for the City of Fayetteville, Georgia

Project Consultant of a Classification and Compensation Study for the City of Commerce, Georgia

Project Consultant of a Comprehensive Position Classification and Compensation/Benefits Study and Analysis for the City of Woodstock, Georgia

Project Consultant of a Compensation Study for the City of Dalton, Georgia

Project Consultant of a Wages and Salaries Compensation Study for the City of Stockbridge, Georgia

Project Consultant of a Compensation and Benefits Study for Cherokee County, Georgia

Project Consultant a Pay and Classification Study for Worth County, Georgia

Project Consultant of a Compensation Market Study and Survey for Forsyth County, Georgia

Project Consultant of a Classification and Compensation Study and Analysis for the City of Villa Rica, Georgia

Project Consultant of and a Salary Survey for the City of Dunwoody, Georgia

Project Consultant of a Compensation and Benefits Study for the Town of Palm Beach, Florida

Project Consultant of a Pay and Classification Study for the Florida Keys Aqueduct Authority

Project Consultant of a Salary Survey for the School Board of Sarasota County, Florida

Project Consultant of a Compensation Analysis for the Florida Telecommunications Relay, Inc.

Project Consultant of a Job Classification and Compensation Study for the Utilities Commission, City of New Smyrna Beach, Florida

Civil/Environmental Engineer, Wilburn Construction, Inc., Inverness, FL May 2014 - May 2018

- Acted as Project Superintendent overseeing new construction from ground-up or remodel jobs. Created draft detailed construction drawings with full sets of residential and commercial floor plans, and site/civil drawings projects including drainage and land grading.
- Performed drainage calculations for appropriate size and location of retention ponds.
- Coordinated and consulted with customers on design, layout and/or detail components.

Intern, FSU Friends of Internationals, May - August 2013

- Planned and coordinated social activities, events, and conversation partners for international students.
- Organized grocery-related transportation schedule for international students.

Draftsman, Wilburn Construction, Inc., Inverness, FL, August 2008 – July 2011

- Prepared detailed drawings for floor plans, elevations, sections and details.
- Developed skills for framing, plumbing, drywall, demolition, site work and grading.

Proactive/ Volunteer Experience

Assistant Coach, Inverness Little League, Inverness, FL, February 2017- May 2017

 Helped head coach with weekly games and practices for co-ed Rookie League baseball team (ages 6-8).

Personnel Team Member, Cornerstone Baptist Church, Inverness, FL, May 2016- May 2017

 Assisted in interviewing and hiring process of new Youth Minister and new Children's Director.

Sunday School Teacher, Cornerstone Baptist Church, Inverness, FL, March 2015-May 2017

- Grew weekly attendance from 2 to 27 for College/Young Adult class over 2 years.
- Community service, Dedicated 400+ hours towards natural disaster relief, child daycares and orphanages, senior nursing homes, and poverty-stricken areas including, but not limited to the following mission trips:
- Mission Fuge; Charleston, SC and West Palm Beach, FL (Trip Leader), June 2007, June 2016
- Kids International Ministries; Cointa, Philippines, July 2015
- World Changers; New Orleans, LA and Juana Diaz, Puerto Rico July 2007, June 2008

Academic Clubs

MBA Association (MBAA), Vice President, Florida State University, Summer 2017

Baptist Collegiate Ministry (BCM), Florida State University, Fall 2011 - Spring 2014

Positions held: Treasurer, Facilitator, Garnet and Gold Guys, FSU Statewide Student Representative

Physics, Calculus, and Engineering Club (PCE), Member, College of Central Florida, Fall 2010 - Summer 2011

Licenses/ Skills

Certified Building Contractor- FL License Number: CBC1261786

Engineering Intern (E.I.)- FL License Number: 1100019046, August 2008 - July 2011

Proficient in Microsoft Word, Excel, PowerPoint, AutoCAD, Autodesk Inventor, Modret, ProPresenter, QuickBooks

Experienced Excavator and Tractor Operator

Angele Yazbec, Ph.D.

Project Consultant Evergreen Solutions, LLC

Education

Ph.D., Florida State University, Tallahassee, FL, May 2019

M.S., Cognitive Psychology, Florida State University, Tallahassee, FL, December 2016

B.S., Psychology, minor in Applied Statistics, Grand Valley State University, Allendale, MI, April 2014

Professional and Business History

Evergreen Solutions, LLC, Senior Analyst, August 2018 to present

Project Consultant of a Classification and Compensation Study for Shawnee Community College, IL.

Project Consultant of an Employee Compensation Project for Tarrant Community College District, TX.

Project Consultant of a Compensation, Classification, and Organizational Design Study for SUNY Ulster, NY.

Project Consultant of a Classification & Compensation Study for Santa Fe Community College, NM.

Project Consultant of a Compensation Study for the City of Orlando, FL.

Senior Analyst for a Compensation/Benefits Study and Analysis for the City of Woodstock, GA.

Senior Analyst for a Classification and Compensation/Benefits Study for the City of Jacksonville Beach, FL.

Senior Analyst for a Compensation Study for the City of Dalton, Georgia.

Early Childhood Development Intern, Fisher-Price, Inc., East Aurora, NY May-August 2017

Conducted observational studies on play sessions for children 0-5 years-old.

Created executive summaries to provide recommendations for product improvement to engineers and designers.

Conducted survey studies on parent satisfaction with various products. Analyzed the data and created reports with the findings.

Volunteer Experience

Assistant Pitching Coach, South Farmington Softball, Farmington Hills, MI, 2012-14. Helped head coach with weekly games and practices for girls' softball team (8-14 years-old)

Student Co-Chair for Graduate Research Day, Psychology Department at Florida State University, Tallahassee, FL, 2015-17

Kids Volunteer, City Church, Tallahassee, FL, October 2017-present

Computer Skills

Proficient in Microsoft Word, Excel, PowerPoint, SPSS, R, Mplus

Exhibit 4

COMPENSATION, CLASSIFICATION, AND BENEFIT STUDY

PROJECT TASKS	Price
1.0 - Project Initiation	\$1,000.00
2.0 - Evaluate the Current System	\$2,000.00
3.0 - Collect and Review Current Environment Data	\$3,000.00
4.0 - Evaluate and Build Projected Classification Plan	\$6,500.00
5.0 - Identify List of Market Survey Benchmarks and Approved List of Targets	\$1,000.00
6.0 - Conduct Market Survey and Provide External Assessment Summary	\$5,500.00
7.0 - Conduct Benefits Survey	\$5,000.00
8.0 - Develop Strategic Positioning Recommendations	\$9,500.00
9.0 - Conduct Equal Pay Review and Provide Recommendations	\$5,500.00
10.0 - Conduct Solution Analysis	\$6,000.00
11.0 - Develop and Submit Draft and Final Reports	\$4,000.00
12.0 - Develop Recommendations for Compensation Administration	\$1,000.00
13.0 - Provide Revised Job Descriptions and FLSA Determinations	\$4,500.00
TOTAL COST	\$54,500.00



OREGON MILITARY DEPARTMENT OFFICE OF EMERGENCY MANAGEMENT STATE PREPAREDNESS AND INCIDENT RESPONSE GRANT

Columbia County Emergency Management Portable Power Generation 30kW Grant No: 18-063

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Columbia County Emergency Management**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

- 1. EFFECTIVE DATE. This Agreement shall become effective on the date this agreement is fully executed and approved as required by applicable law. This Agreement, and OEM's obligation to provide the Equipment (as that term is defined in Section 3) under this Agreement, shall terminate as provided in Section 8.
- **2. AGREEMENT DOCUMENTS.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Equipment Schedule

3. EQUIPMENT. In accordance with the terms and conditions of this Agreement, OEM shall provide Recipient the item(s) of emergency response vehicles, equipment, and other personal property identified in Exhibit A (collectively, the "Equipment"). Recipient shall use the Equipment solely to decrease risks to life and property resulting from an emergency, as defined in ORS 401.025.

4. MAINTENANCE; ANNUAL SUSTAINMENT REPORTS.

- **a.** Recipient must maintain, repair, perform upkeep on, and otherwise keep the Equipment in good working condition.
- **b.** Recipient shall submit annual sustainment reports using a form provided by OEM. The sustainment reports will summarize Recipient's maintenance and use of the Equipment during the preceding calendar year.
- c. Recipient must submit sustainment reports to OEM annually on or before January 31st.
- **d.** Recipient may request from OEM prior written approval to submit a sustainment report after its due date. OEM may approve or deny the request in its sole discretion.
- **e.** Failure of Recipient to timely submit an annual program sustainment report may result in termination of this Agreement.

5. RECORDS MAINTENANCE AND ACCESS; EQUIPMENT INSPECTIONS.

- a. Records, Access to Records. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Equipment in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. OEM, the Secretary of State of the State of Oregon (the "Secretary"), and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement or the Equipment provided for the purpose of making audits and examinations. In addition, OEM, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records.
- **b.** Retention of Records. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement or the Equipment for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- **c.** Equipment Inspections. Recipient shall permit authorized representatives of OEM to periodically inspect the Equipment, with or without notice.
- **6. OPERATION AND MAINTENANCE EXPENSES.** Recipient shall be solely responsible for the costs of operating, maintaining, licensing, and insuring the Equipment and the costs, if any, to acquire and install any parts, accessories, or attachments for the Equipment (collectively, the "Operating Expenses"). OEM shall not be responsible for any Operating Expenses while the Equipment remains in Recipient's possession, custody, or control.
- **7. OWNERSHIP.** The OEM will retain ownership of the Equipment and can reclaim any or all of the item(s) of Equipment at any time and for any duration based on Recipient's failure to meet requirements of this Agreement, community needs, or any other purpose, as determined by OEM in its sole discretion. Upon the Equipment being fully depreciated under governmental accounting principles, OEM may elect to sell the Equipment to Recipient at its fair market value.

8. TERMINATION.

- **a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Recipient fails to follow grant agreement requirements or standard or special conditions; or
 - ii. Recipient fails to adequately maintain the Equipment; or
 - iii. Recipient fails to submit required reports; or
 - iv. Recipient fails to comply with inspections for any reason; or
 - v. Recipient files a false certification in this application or other report or document, including correspondence with OEM by any medium; or
 - vi. OEM determines that the Equipment could be of greater use to the community elsewhere.

- **b. Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Recipient in such written notice, if:
 - i. Recipient no longer needs the Equipment; or
 - ii. The Equipment is beyond its useful life.
- **c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten business days' notice to the other Party.
- d. OEM's Rights Upon Termination. Upon termination under this Section 8:
 - i. OEM may repossess the Equipment from Recipient and, if Recipient has failed to adequately maintain the Equipment as required by Section 4(a), require Recipient to reimburse OEM the cost of repairing the Equipment; or
 - ii. Where Recipient has failed to adequately maintain the Equipment as required by Section 4(a), OEM may require Recipient to pay OEM an amount equal to the Equipment's fair market value assuming proper maintenance and repair.

9. REPRESENTATIONS AND COVENANTS REGARDING THE TAX-EXEMPT STATUS OF BONDS.

- a. Recipient acknowledges that the State of Oregon may issue certain bonds (the "Bonds") in part to fund this grant and that the interest paid on the Bonds is excludable from gross income for federal income tax purposes. Recipient further acknowledges that the uses of the Equipment by Recipient during the term of the Bonds may impact the tax-exempt status of the Bonds. Accordingly, Recipient agrees to comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations, (the "Code") necessary to protect the exclusion of interest on the Bonds from federal income taxation.
- **b.** Recipient shall not, without prior written consent of OEM, permit more than five percent (5%) of the Equipment to be used in a "private use" by a "private person" (as defined in the Code) if such private use could result in the State of Oregon, receiving direct or indirect payments or revenues from the portion of the Equipment to be privately used.
- **c.** This subsection 9 shall survive any expiration or termination of this Agreement.

10. GENERAL PROVISIONS.

- **a.** Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless the State of Oregon, OEM and each of their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement
- **b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or

- arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 10.b.
- **c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Recipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- e. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- **f.** Compliance with Law. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project.
- **g. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- **h.** Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Columbia County Emergency Management	State of Oregon, acting by through its Oregon Military Department Office of Emergency Management	
By	By	
Name(printed)	Clint Fella Mitigation and Services Section Manager, OEM	
Date	Date	
	APPROVED AS TO FORM	
APPROVED AS TO LEGAL SUFFICIENCY	By Sam Zeigler via email	
(If required for Recipient)	Senior Assistant Attorney General	
By Recipient's Legal Counsel	Date: August 8, 2019	
Date	OEM Program Contact:	
Recipient Program Contact:	Jim Jungling Program Coordinator, OEM	
Steve Pegram	Oregon Military Department Office of Emergency Management	
EM Director	PO Box 14370	
Columbia County	Salem, OR 97309-5062	
230 Strand St	503-378-3552	
St. Helens, OR 97051	jim.jungling@state.or.us	
503-397-3934		
steve.pegram@co.columbia.or.us	OEM Fiscal Contact:	
Recipient Fiscal Contact:	Nicki Powers	
Louise Kallstrom	Senior Grants Accountant	
Finance Director	Oregon Military Department	
Columbia County	Office of Emergency Management	
230 Strand St	PO Box 14370	
St. Helens, OR 97051	Salem, OR 97309-5062	
503-397-7252	503-378-3734	
Louise kallstrom@columbiacountyor.gov	nicki.powers@mil.state.or.us	

Louise.kallstrom@columbiacountyor.gov

EXHIBIT A

Equipment Schedule

Description	Make	Model	Serial No.
30kW Generator	GENERAC	MMG45IF4	

OREGON MILITARY DEPARTMENT OFFICE OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PERFORMANCE GRANT CFDA # 97.042 COLUMBIA COUNTY \$76,979

Grant No: 19-505

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Columbia County**, hereinafter referred to as "Subrecipient," and collectively referred to as the "Parties."

- 1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on July 1, 2019 and ending, unless otherwise terminated or extended, on June 30, 2020 (the "Grant Award Period"). No Grant Funds are available for expenditures after the Grant Award Period. OEM's obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
- **2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Federal Requirements and Certifications

Exhibit C: Subcontractor Insurance

Exhibit D: Information required by 2 CFR 200.331(a)

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

- 3. Grant Funds; Matching Funds. In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed \$76,979 in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2019 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
- **4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
- **5. Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2019 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally. OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx
- **b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.
- **7. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to OEM as follows:
 - a. Organization and Authority. Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
 - **b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - **c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. NIMS Compliance. By accepting FY 2019 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OEM/emresources/Plans Assessments/Pages/NIMS.aspx

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities. Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- **b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. Audits.

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

a. Subagreements. Subrecipient may enter into agreements (hereafter "subagreements") for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law

(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- **b.** Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
 - i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
 - ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii.Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. Subagreement indemnity; insurance. Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- **a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
 - i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- **b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- **c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- **d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

a. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and

against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.

- **b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds. Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- **d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- **e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- **f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
 - Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.
- g. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be

deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law. Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- **j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- **k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- **l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- **m.** Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

COLUMBIA COUNTY	STATE OF OREGON, acting by through its Oregon
By	Military Department, Office of Emergency Management
- y	By
Name	
(printed)	Clint Fella
Date	Mitigation and Recovery Services Section Manager, OEM
	Date
APPROVED AS TO LEGAL SUFFICIENCY	
(If required for Subrecipient)	APPROVED AS TO FORM
By	By Janet C. Borth via email
Subrecipient's Legal Counsel	Senior Assistant Attorney General
Date	Date October 8, 2019
Subrecipient Program Contact:	
Steve Pegram	OEM Program Contact:
EM Director	Jim Jungling
Columbia County	Program Coordinator, OEM
230 Strand St	Oregon Military Department
St. Helens, OR 97051	Office of Emergency Management
503-397-3934	PO Box 14370
steve.pegram@co.columbia.or.us	Salem, OR 97309-5062
	503-378-3552
	jim.jungling@state.or.us
Subrecipient Fiscal Contact:	OEM Fiscal Contact:
Louise Kallstrom	
Finance Director	Nicki Powers
Columbia County	Grants Accountant, OEM
230 Strand St	Oregon Military Department
St. Helens, OR 97051	Office of Emergency Management
503-397-7252	PO Box 14370
louise.kallstrom@co.columbia.or.us	Salem, OR 97309-5062 503-378-3734

nicki.powers@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2019 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2019 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

There is a 50% cash match requirement on this grant.

 Grant Funds:
 \$76,979

 Match Funds:
 \$76,979

 Total Budget:
 \$153,958

Personnel Services - Steve Pegram \$ 120,484 Personnel Services - Shaun Brown \$ 107,474 Personnel Services - Jonathon Baker \$ 19,448

General Office Supplies

Other Supplies

Rent

Phone

Other Utilities

Contractual/Professional Services - Specify

Maintenance Costs - Specify

Travel/Vehicle Expenses/Mileage

Training/Workshops/Conferences

Cost Allocations/De Minimis \$ 24,741 Adjustment to match award \$ (118,189)

Total (Grant plus Match) \$153,958

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- **A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- **B.** Standard Assurances and Certifications Regarding Lobbying. Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law. Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
 - 1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - **a.** Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 - 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 - 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 - **4.** 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 - 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 - **6.** No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

- D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.
 - 1. Non-discrimination and Civil Rights Compliance. Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - **a.** Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - **b.** Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - **c.** Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - **f.** Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
 - **2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
 - 3. Services to Limited English Proficient (LEP) Persons. Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see http://www.lep.gov.

E. Environmental and Historic Preservation.

- 1. Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - **a.** National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - **b.** National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - **d.** Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

- 2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- **3.** For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.
- **F. PROCUREMENT OF RECOVERED MATERIALS.** Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.
- **G. SAFECOM.** If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- **H. Drug Free Workplace Requirements.** Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

- **I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- **J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- **K.** Activities Conducted Abroad. Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS. Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright. Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- **N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags. Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- **P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

Q. Federal Debt Status. Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

R. Construction Contracts.

- 1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- 3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- 4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- **S. Funding Agreements.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Grantee must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- **T. Terrorist Financing**. Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Subrecipients to ensure compliance with the EO and laws.
- **U. Federal Leadership on Reducing Text Messaging while Driving**. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

- V. Energy Policy and Conservation Act. Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.
- W. DHS Specific Acknowledgements and Assurances. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 - 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - 5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
 - 6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and 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"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

INSURANCE REQUIREMENT REVIEW. Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.331(a)

- 1. Federal Award Identification:
- (i) Sub-recipient name (which must match registered name in DUNS): Columbia County
- (ii) Sub-recipient's DUNS number: 094299625
- (iii) Federal Award Identification Number (FAIN): EMS-2019-EP-00004-S01
- (iv) Federal Award Date: October 1, 2018
- (v) Sub-award Period of Performance Start and End Date: From July 1, 2019 to June 30, 2020
- (vi) Amount of Federal Funds Obligated by this Agreement: \$76,979
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$76,979
- (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$76,979
- (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
- (x) (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
- (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants Amount: \$5,285,849
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: 12%
- 2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

PUBLIC SERVICES CONTRACT (ORS Chapter 279B) by and between COLUMBIA COUNTY AND TRINITY SERVICES GROUP, INC. FOR FOOD SERVICES IN THE COLUMBIA COUNTY JAIL

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Trinity Services Group, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

- 1. <u>Effective Date</u>. This Agreement is effective on the date last signed, below. Contractor shall begin Food Service on December 15, 2019.
- 2. <u>Completion Date</u>. The completion date for this Agreement shall be no later than three (3) years from the effective date. The County may renew the Agreement on the same terms for up to four (4) additional years upon satisfactory performance by Contractor.
- 3. <u>Contractor's Services</u>. Contractor agrees to provide the services described in the Request for Proposals which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference, Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "B" and incorporated herein by this reference, and Special Provisions which are attached hereto, labeled Exhibit "C" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control, followed by the Special Provisions, the RFP and Contractor's Proposal, in that order.
- 4. Consideration. County shall pay Contractor on a fee-for-service basis, on a sliding scale basis for each meal according to the Sliding Scale Table Entitled "With Milk" set forth in Exhibit "C", said amount to be the complete compensation to Contractor for the food services performed under this agreement. This fee structure shall be in place for the first year of the contract. In subsequent years the sliding scale per meal price shall be increased by the average Bureau of Labor Statistics, Consumer Price Index, Food Away From Home, over the 12 month period ending November 30, with a maximum cap of 3%. In addition to compensation paid for food services, the County will pay Contractor an amount not to exceed \$10,000 annually for maintenance services as described in Exhibit "B". The compensation described herein shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based on approved invoices. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.

/// /// /// 5. <u>Contract Representatives</u>. Contract representatives for this Agreement shall be:

FOR COUNTY
Lieutenant Brooke McDowall
901 Port Avenue
St. Helens, Oregon 97051
503-366-4638
Tony.weaver@columbiacountyor.gov

FOR CONTRACTOR David M. Miller, Chief Operating Officer Trinity Services Group, Inc. 477 Commerce Blvd., Oldsmar, FL 34677 813-854-4264

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

- 6. <u>Permits Licenses</u>. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
- 7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
- 8. <u>Reports.</u> Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
- 9. <u>Independent Contractor</u>. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation

coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS 656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. Contractor shall promptly, as due, make payment to any person, co- partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.
- C. Contractor shall pay persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
 - Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- D. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- 11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
- 12. Prison Rape Elimination Act ("PREA"). The Columbia County Sheriff's Office maintains a zero tolerance for any form of sexual misconduct between staff members, volunteers, contract employees or other agency representatives and inmates. "Sexual Misconduct" means any behavior or act of a sexual, sexually suggestive or romantic nature directed toward any person an employee, whether visitor, contractor or inmate. "Sexual misconduct" includes, but is not limited to, acts or attempts to commit acts of sexual assault, sexual abuse, rape, sexual harassment, sexual or intimate or otherwise inappropriate or unnecessary contact, conduct of a sexual nature or implication, obscenity and unreasonable invasion of privacy. "Sexual misconduct" includes conversations, correspondence or other actions suggesting an interest in a romantic or sexual relationship, jokes of a sexual nature, suggestive looks or leering and physical behavior such as pats or squeezes or brushing against someone's body. "Sexual misconduct" includes acts that may not be directed at any particular individual or group, but which create a sexually charged workplace. Sexually explicit talk, actions, e-mails, posted cartoons, jokes or unprofessional dress characterize a sexually charged work environment. A sexually charged work environment severely erodes the professional boundaries between staff and consequently between staff (including contracted employees) and inmates. Contractor agrees to comply with the Sheriff's Office zero tolerance policy for sexual misconduct and all applicable requirements of the Prison Rape Elimination Act. Notwithstanding the generality of the foregoing, Contractor agrees, as follows:
 - A. Neither Contractor nor its employees, agents, or representatives, will disregard allegations of sexual misconduct, regardless of who is making the reports. Contractor will report any allegation of sexual misconduct to the Columbia County Sheriff or Columbia County Human Resources Director immediately and shall cooperate with the investigation of such allegations.
 - B. Contractor shall not harass, intimidate, discipline, discharge or otherwise interfere with any person because they have reported an incident or suspected incident of sexual misconduct.
 - C. During an investigation of sexual misconduct of an employee, agent, or representative of Contractor, Contractor shall ensure that such person does not enter the facility for any reason. Following an investigation of sexual misconduct Contractor will implement appropriate corrective action, up to and including permanent preclusion of an investigated person from the Columbia County Jail at the direction of the Columbia County Sheriff or Human Resources Director.
 - D. Contractor shall make all reasonable efforts to keep confidential, personal or other confidential information related to an allegation of sexual misconduct.
 - E. Contractor will incorporate into its personnel policies, policies and procedures on expected professional behavior and prohibited sexual misconduct consistent with the Sheriff's PREA policy. Contractor shall train its employees, agents and representatives on the requirements of PREA and shall instruct all such persons that failure to meet their

obligations as employees, agents or representatives will lead to discipline, up to and including discharge and possible criminal penalties.

- 12. <u>Nonassignment; Subcontracts</u>. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
- 13. <u>Nonwaiver</u>. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
- 14. <u>Indemnification</u>. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. The County's right to be indemnified does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- 15. <u>Insurance</u>. Contractor shall maintain commercial general liability and property damage insurance and automobile insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.

Coverage shall be carried for the duration of the applicable statute of repose in Oregon. All of CONTRACTOR's and subcontractor's liability insurance policies, with the exception of worker's compensation, shall contain a waiver of subrogation against the County.

- 16. <u>Termination</u>. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - A. If Contractor fails to perform the work in a manner satisfactory to County.
 - B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - C. If funding becomes inadequate in the County's sole discretion to allow the work to continue in accordance with the project schedule or if the Columbia County Jail closes partially or fully.
 - D. If Grant requirements are not met.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all

costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

- 17. <u>Time of the Essence</u>. The parties agree that time is of the essence in the performance of this agreement.
- 18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 19. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 20. <u>Choice of Law</u>. This Agreement shall be governed by the laws of the State of Oregon.
- 21. <u>Venue</u>. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 22. <u>Attorney's Fees</u>. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
- 23. <u>Severability</u>. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 24. No Third-Party Rights. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

Page **6** of **8**

/// /// /// /// /// 25. ENTIRE AGREEMENT. THIS AGREEMENT (INCLUDING THE EXHIBITS)
CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER,
CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND
EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER,
CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE
SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO
UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT
SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE
OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT
HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS
TERMS AND CONDITIONS.

CONTRACTOR	BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON	
Name:	By: Henry Heimuller, Chair	
By:	By:	
	Margaret Magruder, Commissioner	
Title:		
	Alex Tardif, Commissioner	
Date:	Date:	
Approved as to form		
By:		
Office of County Counsel		

REQUEST FOR PROPOSALS C00055-FSJUL-19 FOR FOOD SERVICES FOR THE COLUMBIA COUNTY JAIL

Procurement Documents

COLUMBIA COUNTY, OREGON

July 8, 2019

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SECTION I REQUEST FOR PROPOSALS (RFP)

Columbia County (County) is requesting Proposals from qualified vendors to provide food services to the Columbia County Jail. One contract will be offered to a Proposer who submits the most advantageous, responsive Proposal in compliance with this RFP. The Contract will be for three (3) years commencing December 1, 2019, with an option to renew for up to four (4) additional years upon satisfactory performance in the County's sole discretion. Captain Tony Weaver has been named as the project manager and will oversee all aspects of the project, subject to review by the Columbia County Board of County Commissioners.

SECTION II PROJECT OVERVIEW

A. DESCRIPTION.

The Columbia County Jail can house up to two hundred fifty-eight (258) inmates, but is currently under a maximum funded capacity limit of one hundred eighty (180) inmates. Increases in capacity will gradually take place to a maximum of two hundred (200) inmates. Services to be provided will be the preparation and delivery of meal services to inmates seven (7) days a week. The County may supply the kitchen, the major equipment and utilities.

B. SCHEDULE.

Significant dates to remember include:

Solicitation Opens/RFP Advertised	July 08, 2019*
Requests for Clarification or Change/Protests (4:00 pm)	July 26, 2019*
Deadline to Submit Proposals (4:00 PM)	August 8, 2019*
Review and Evaluation of Proposals	Week of August 8, 2019
Interviews	Week of August 12, 2019
Successful Vendor Notified	August 26, 2019
Notice of Intent to Award	September 23, 2019
Final Contract Signing	November 7, 2019
Begin Food Service Operations	December 01, 2019*

^{*}With the exception of the dates marked with an asterisks (*), the dates provided are estimated and may change in the County's sole discretion. Proposers are responsible for determining all other applicable deadlines.

SECTION III
SCOPE OF SERVICES

The selected contractor will provide meals to inmates in the Columbia County Jail according to a submitted pricing scale that covers various inmate capacity amounts numbered between one hundred (100) and two hundred and ten (210) inmates. The contractor may also submit a Proposal to provide staff meals on a scale of between fifteen (15) and thirty (30) staff. If the contractor's Proposal includes the use of inmate labor, inmate workers must not be involved with the preparation/delivery of staff meals.

The selected contractor will provide meals that meet USDA approval. All food handlers must be certified to perform their tasks. The meals will provide a minimum of 2,601 calories per inmate per day. The contractor will provide menu options for various meal plans and include pricing for Kosher meals, Halal meals, Vegetarian meals, Vegan meals, Ovo meals, Lacto meals, Ovo-Lacto meals, and wheat/gluten/whey free bread products. All menu options must be reviewed and approved by a Certified Dietician.

The Columbia County Jail, on occasion, receives wild game meat from the State of Oregon. All game meat received is USDA inspected and approved. The contractor's Proposal should contain a process for the contractor to use game meat provided by the Columbia County Jail and a Proposal for cost savings to the County for use of any such game meat. Savings must be at least the cost of processing and packaging game meat or the Contractor's cost for ground beef, whichever is less.

If the contractor's Proposal includes a Proposal to provide for the cooking of meals using the Jail's facilities, the contractor will provide details on how the Jail Kitchen and the delivery of food to the inmates of the Columbia County Jail shall be managed, including plans for managing the maintenance and repair of all Jail Kitchen equipment.

A monthly invoice, detailing the number of meals provided and cost per meal, must be provided by the contractor to Jail Management. The contractor will be paid on approved invoices within thirty (30) days of submitting the invoices.

The selected contractor shall meet the highest standards prevalent in the jail food services industry.

The selected contractor will be expected to:

- 1. Deliver high quality food service that can be audited against established nutritional and health standards for the least possible cost per meal.
- 2. Operate the food services program using corrections-experienced and professionally trained personnel.
- 3. Operate the food services program in a cost-effective manner with full reporting to County management.
- 4. Develop and implement a written food services plan with clear objectives, policies and procedures and submit to an annual evaluation of performance and compliance.

- 5. Open and maintain a collaborative relationship with the staff and administration of the Columbia County Jail and other County departments.
- 6. Maintain standards established by Columbia County, as well as ACA, State and Federal corrections food services standards.
- 7. Offer a comprehensive program for continuing inmate education.
- 8. Operate the food services program in a humane manner, with respect to the inmates' rights to basic health and nutritional standards.
- 9. Comply with Health Department Standards & Guidelines, including proper food handling, food storage and sanitation standards.
- 10. Maintain all kitchen equipment in good working order, through training and good management practices.
- 11. Develop procedures to operate and maintain kitchen equipment to keep maintenance costs low.

SECTION IV GENERAL INSTRUCTIONS

A. ADMINISTRATIVE INFORMATION.

1. This RFP is issued under the authority of:

Brian E. Pixley, Columbia County Sheriff Columbia County Sheriff's Office 901 Port Avenue St. Helens, Oregon 97051 Brian.pixley@columbiacountyor.gov http://www.co.columbia.or.us/sheriff/

All inquiries concerning the intent of this request or contract information are to be directed to Captain Tony Weaver, 901 Port Ave, St. Helens, OR 97051, telephone, (503) 366-4638. This RFP and its contract terms and conditions may be downloaded at the above website, or at https://orpin.oregon.gov/open.dll/welcome. It can also be picked up at the Columbia County Sheriff's Office, at the address above. All inquiries concerning the intent of this request or contract information are to be directed to Captain Tony Weaver at: tony.weaver@columbiacountyor.gov or (503) 366-4638.

2. This Request for Proposals consists of the following sections:

Section I. Request for Proposals (RFP)

Section II. Project Overview
Section III. Scope of Services
Section IV. General Instructions
Section V. Proposal Response
Section VI. Evaluation and Selection

Section VII. Sample Contract and Attachments

It is suggested that this RFP be checked to ensure that all of the above items are included. Any missing portions can be obtained from the Columbia County Sheriff's Office, 901 Port Ave, St. Helens, OR 97051, on the Sheriff's website, or on ORPIN at https://orpin.oregon.gov/open.dll/welcome.

- 3. It is extremely important that Proposals are completed as professionally as possible. An incomplete or uncoordinated submission reflects on the Proposer's capability and professionalism. If there are any deviations from the RFP requirements, please indicate the reason for the deviation as part of the Proposal.
- 4. Proposers requiring clarification or interpretation of the RFP shall submit such requests in writing. Proposers who find any ambiguity, inconsistency or error in the RFP are requested to notify Captain Tony Weaver in writing. Any such request or notice shall be made no later than ten (10) days prior to the Proposal submission date. Any supplements, interpretations, corrections or changes to the RFP will be made by written addendum and posted on ORPIN and the Columbia County Sheriff's website. Supplements, interpretations, corrections or changes to the RFP made in any other manner will not be binding, and Proposers will not rely on such supplements, interpretations, corrections or changes.
- 5. A list of all solicited Proposers will be provided to any Proposer upon receipt of written request.

B. PRE-PROPOSAL MEETING.

There will be NO mandatory pre-Proposal meeting held for this RFP. Contractors wishing to tour the facility prior to the Proposal due date may make arrangements by calling Captain Tony Weaver at (503) 366-4638 or Sergeant Levi Raethke at (503) 366-4630. A site tour is not mandatory. Any statements made during any site tour are not binding on the County unless confirmed by written addendum.

C. SUBMITTAL DEADLINE.

Proposals must be received by **August 8, 2019, at 4:00 pm,** according to the clock in the lobby of the Columbia County Sheriff's Office at the following address/location in order to be considered for purpose of evaluation and contract award.

Columbia County Sheriff's Office 901 Port Avenue St. Helens, Oregon 97051

Captain Tony Weaver is the person designated for receipt of Proposals.

D. PROPOSAL OPENING.

The Sheriff will open all Proposals received in compliance with the instructions of this RFP. Proposals will be reviewed for compliance with instructions contained herein. Only those Proposals in substantial compliance with this RFP will be evaluated and scored by the Evaluation Committee.

Proposals received after the date and time specified in Section IV.C, and/or Proposals which are not prepared and filed in substantial compliance with the terms and conditions of this RFP, will not be considered for evaluation or award of a contract.

E. CONTRACT AWARD.

After Proposals are opened and determination is made that a contract is to be awarded, the County shall award the contract to one or more responsible Proposer whose Proposal the County determines in writing is the most advantageous to the County. The contract will be prepared by the Columbia County Counsel and will consist of duplicate originals, including a copy of the accepted Proposal. The contract will be delivered or made available to the successful Proposer for execution. Two (2) duplicate originals of the contract shall be signed by the contractor and returned to the County within ten (10) calendar days of mailing by the County or upon receipt by the contractor, whichever is sooner, along with the required Certificates of Insurance, Additional Insured Endorsement(s), and W-9 for final approval, dating and execution by the County. After execution by the County, a signed original of the contract will be delivered or made available to the contractor and the Proposal security will be returned. A sample contract is included in the procurement documents. Terms and conditions set forth in the Sample Contract are subject to pre-Proposal protest restrictions. Any proposed changes to the sample contract must be set forth in the Proposal or such terms will be deemed accepted by the County.

F. MODIFICATION OR WITHDRAWL OF PROPOSAL.

A Proposal may not be modified, withdrawn or canceled by the Proposer for a ninety (90) day period following the time and date designated for the receipt of Proposals and Proposer so agrees in submitting the Proposal.

Prior to the time and date designated for receipt of Proposals, Proposals submitted early may be modified or withdrawn only by notice to the County at the place designated for receipt of Proposals. Such notice shall be in writing and shall be signed by the Proposer's authorized representative. Pre-Proposal modifications or withdrawals must comply with OAR 137-047-0440. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided that they are then fully in compliance with the RFP.

G. PROTEST PROCEDURES.

All protests of solicitation or selection processes are limited to the following issues and filing times:

- 1. <u>Solicitation protest:</u> In accordance with ORS 279B.405, unless a different deadline is specified in the RFP, Proposers may file a written protest, or request for change of particular solicitation provision, specification, or contract terms and conditions with the County no later than **ten (10)** calendar days prior to the submission deadline. Such protest or request for change shall include the reasons for the protest or request, and any proposed changes to the solicitation provision, specification, or contract terms or conditions. The County will consider a protest that is timely filed and contains the following:
 - a. Sufficient information to identify the solicitation that is the source of the protest;
 - The grounds that demonstrate how the procurement is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
 - c. Evidence of supporting documentation that supports the grounds on which the protest is based;
 - d. The relief sought.
- 2. <u>Selection protest:</u> Every Proposer who submits a Proposal in response to an RFP shall be mailed a copy of the Notice of Intent to Award sent to the highest ranked Proposer. Unless a different deadline is specified in the RFP, a Proposer who has submitted a Proposal and claims to have been adversely affected or aggrieved by the selection of a competing Proposer, shall have seven (7) calendar days after receiving the Notice of Intent to Award to file a written protest of the selection with the County. A protest must establish that the protester is adversely affected in that the protester would be eligible to be awarded the public contract in the event that the protest was successful, and the reason for the protest is that:
 - a. All lower bids or higher ranked Proposals are non-responsive;

- b. The County has failed to conduct the evaluation or Proposals in accordance with the criteria or processes described in the solicitation materials;
- c. The County abused its discretion in rejecting the Proposal as non-responsive; or
- d. The County's evaluation of Proposals or its subsequent determination of award is otherwise in violation of ORS 279A or 279B.
- The County shall have the authority to settle or resolve a written protest submitted in accordance with this section and ORS 279A and 279B. The County shall promptly issue a written decision on the protest.
- 4. Any protest received after the deadlines described above shall not be considered.

H. SUBMITTAL COSTS.

The cost of submittals and any other expenses related to this RFP, including travel for interviews or inspections, shall be entirely the responsibility of the Proposer. Under no circumstances will the County be responsible for those costs and expenses.

I. ADDENDA.

The County will change this RFP only by written Addenda. A Proposer shall provide written acknowledgement of all issued addenda with its Proposal. The Sheriff's Office will not mail notice of Addenda, but will publish notice of any addendum on the Sheriff's Office website and on ORPIN. Proposers should frequently check the Sheriff's website until Closing, i.e. at least once weekly until the week of Closing and at least once daily the week of Closing.

SECTION V PROPOSAL RESPONSE

The submitted written Proposal must utilize the following format and content detail. All Proposals are to be typed in 8½ x 11 inch format. Each of the following required sections are to begin a new page and be separately tabbed. Each page shall be numbered in sequence. Six (6) copies of the Proposal will be required and one electronic copy of the complete Proposal on electronic media (USB drive) in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). The total combined size of the Proposal should be compressed so it does not exceed 10 megabytes.

A. TITLE PAGE.

The name and signature of the proposing company's authorized representative, as well as his/her address and telephone number, must be provided. The Proposal must be dated on this page.

The authorized representative's signature will signify the Proposer's agreement and compliance with all requirements set forth in the RFP. In addition, the signature will certify the Proposer's acceptance of and responsibility for the following:

- 1. All data presented in the Proposal is accurate and complete.
- Acknowledgement that the Proposer has read and understood the RFP and that the Proposal is made in accordance with the contents of the RFP, unless otherwise noted in the Proposal.
- 3. The Proposal and the prices contained in the Proposal shall be valid for ninety (90) days after submission of the Proposal.
- 4. The cost of submittals and related expenses, including travel for interviews and inspections, shall be entirely the responsibility of the Proposer.
- 5. The Proposer has not discriminated and will not discriminate, in violation of ORS 279A.110(4), against any minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.

The discovery of any significant inaccuracy in information submitted by the Proposer shall constitute good and sufficient cause for rejection of a Proposal.

B. TABLE OF CONTENTS.

A listing of all major and sub-major topics and associated page numbers must be included.

C. STATEMENT OF QUALIFICATIONS.

Provide a brief explanation of why your organization is qualified to provide food services for the Columbia County Jail. What makes your organization stand out in the industry?

To be considered for award of this contract a vendor must have, as a minimum, the following qualifications:

1. The vendor must be organized for the purpose of providing institutional and/or volume food services, and must have at least five (5) years previous correctional feeding

experience with proven effectiveness in providing large scale corrections food services programs.

- 2. The vendor must have a proven ability for contract start-up by December 1, 2019.
- 3. The vendor must have qualified and trained staff to successfully complete the contract requirements.
- 4. The vendor must have the central office capability to supervise and monitor the program, ensuring satisfactory provisions of service. In addition, the vendor must have an alternate emergency preparation site.
- 5. The vendor must have adequate financial resources to establish a new program and maintain personnel and supplies to successfully perform this contract.

D. COMPANY BACKGROUND.

Provide a brief history of the company including:

- 1. Years in business under present name and previous names.
- 2. Whether the company is a corporation, partnership, or other type of organization.
- 3. Names of officers of the company or regional executives in charge.
- 4. Address of office where contract will be administered.
- 5. Number of key employees available to perform this contract.
- 6. Number of permanent full-time key professional employees listed by professional classification.
- 7. List any subcontractors you wish to use.
- 8. Submit company annual report and most recent financial statement.
- E. LIST OF FACILITIES OR INSTITUTIONS SERVED / REFERENCES.

Provide a list of jails, facilities and/or similar institutions with whom the Proposer is under contract for food services and/or commissary. For each facility or institution explain the services provided. In addition, please provide at least five (5) references, including names of clients, contact persons, project managers and their telephone numbers. References should be from clients currently under contract with the company.

F. SERVICE PROPOSAL. Describe in detail how your organization will provide jail food services in compliance with Section III of this RFP.

G. INSURANCE.

Provide evidence of insurability or actual coverage for the following minimum requirements and as may be required by law. For the duration of the contract the contractor shall, at its own expense, purchase and maintain, in a company or companies licensed to do business in the State of Oregon, the following insurance, with limits not less than those indicated or greater if required by law:

- 1. Workers' compensation and employers' liability insurance meeting statutory limits mandated by state and federal laws;
- 2. Commercial general liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
- 3. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$2,000,000.00 per accident.

H. FEE PROPOSAL.

The fee proposal shall be submitted as one of the required sections of the Proposal. The cost of compliance, if any, with legal requirements and all other state and federal statutes shall be included as part of the Proposal. The cost per meal should either be a fixed amount or a sliding scale based on volume. Be as clear as possible in detailing the fee proposal.

I. RESPONSIBILITY.

Proposer must demonstrate to the County that Proposer is responsible. Proposer shall submit sufficient information to establish responsibility by submitting the Responsibility Inquiry Form which is included as Attachment 2.

J. CONFIDENTIAL SUBMISSIONS.

If Proposer considers any part of its Proposal to be confidential or trademark, Proposer shall clearly note "CONFIDENTIAL" on each page of materials believed to be confidential.

SECTION VI EVALUATION AND SELECTION

A. EVALUATION COMMITTEE.

An Evaluation Committee selected by the Sheriff will review, evaluate and rank the Proposals.

B. EVALUATION CRITERIA.

The Evaluation Committee will review, evaluate and rank the Proposals which are in substantial compliance with the RFP procedures and requirements based on the following criteria and scoring:

1.	Title Page/table of Contents	Mandatory
2.	Statement of Qualifications	10
3.	Company Background	10
4.	List of Customers (and References)	10
5.	Food Services Proposal	30
6.	Insurance	Mandatory
7.	Fee Proposal	40
8.	Complete, Professional Proposal	Mandatory
9.	Responsibility	Mandatory
Total	Possible Points	100

C. REFERENCES.

Based on the initial evaluation and ranking, references will be contacted for the top ranked company or companies.

D. INTERVIEWS.

Based on the initial evaluation and ranking, vendors may be invited to attend interviews on a date to be announced. Vendors selected for an interview will be notified as soon as possible. Based on the interviews, the Evaluation Committee will make a final evaluation and ranking and make recommendations to the Board of County Commissioners.

E. NEGOTIATIONS.

The County reserves the right to seek clarification of each Proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the program.

Contract negotiations with the Proposer with the highest ranked Proposal shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance;

2. A maximum, not-to-exceed contract price which is consistent with the Proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity and nature of the services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the Proposer with the second highest ranked Proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

F. SELECTION.

If the County awards a contract, it will award the contract to the Proposer or Proposers whose Proposal the County determines is the most advantageous to the County based on the evaluation factors and process described herein and the outcome of negotiations. The County reserves the right, in its sole discretion, to:

- 1. Reject any Proposal not in compliance with all prescribed RFP procedures and requirements.
- Cancel this procurement and/or reject any or all Proposals in accordance with ORS 279B.100.
- 3. Delay or suspend the RFP in accordance with ORS 279B.100.
- 4. Waive minor irregularities in the Proposals received.
- 5. Accept all or any part of a Proposal in principle, subject to negotiation of the final details.

SECTION VII CONTRACT

The contract(s) will be generated by the Columbia County Counsel's Office. The Final contract(s) will consist of the County's Public Goods and Services Contract (See Attachment 1) and the following contract documents:

Exhibit "A" – This Request for Proposals

Exhibit "B" – The Selected Vendor's Proposal

Exhibit "C" – Special provisions as may be negotiated by the parties

Attachment 1

PUBLIC SERVICES CONTRACT (ORS Chapter 279B) by and between

COLUMBIA COUNTY AND FOR FOOD SERVICES IN THE COLUMBIA COUNTY JAIL

This Agreement is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as "County", and _______, hereinafter referred to as "Contractor".

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned, in consideration of the mutual promises hereinafter stated, as follows:

- 1. <u>Effective Date</u>. This Agreement is effective on the date last signed, below.
- 2. <u>Completion Date</u>. The completion date for this Agreement shall be no later than three (3) years from the effective date. The County may renew the Agreement on the same terms for up to four (4) additional years upon satisfactory performance by Contractor.
- 3. <u>Contractor's Services</u>. Contractor agrees to provide the services described in the Request for Proposals which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference, Contractor's Proposal, a copy of which is attached hereto, labeled Exhibit "B" and incorporated herein by this reference, and Special Provisions which are attached hereto, labeled Exhibit "C" and incorporated herein by this reference. In case of conflict between Contractor's Proposal and this Agreement, this Agreement shall control, followed by the RFP, Special Provisions and Contractor's Proposal, in that order.
- 4. <u>Consideration</u>. County shall pay Contractor on a fee-for-service basis, an amount not to exceed \$_______, said amount to be the complete compensation to Contractor for the services performed under this agreement. This fee shall include all expenses. Unless otherwise agreed to in writing by the parties, payment shall be made monthly based on approved invoices. This Agreement is subject to the appropriation of funds by County, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by County for the payment of consideration required to be paid under this Agreement, then County may terminate this Agreement in accordance with Section 16 of this Agreement.
- 5. <u>Contract Representatives</u>. Contract representatives for this Agreement shall be:

FOR COUNTY	FOR CONTRACTOR
Captain Tony Weaver	
901 Port Avenue	
St. Helens, Oregon 97051	
503-366-4638	
	·

Tony.weaver@co.columbia.or.us	

All correspondence shall be sent to the above addressees when written notification is necessary. Contract representatives can be changed by providing written notice to the other party at the address listed.

- 6. <u>Permits Licenses</u>. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
- 7. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules. Contractor shall engage in no activity which creates an actual conflict of interest or violates the Code of Ethics as provided by ORS Chapter 244, or which would create a conflict or violation if Contractor were a public official as defined in ORS 244.020.
- 8. <u>Reports.</u> Contractor shall provide County with periodic reports about the progress of the project at the frequency and with the information as prescribed by the County.
- 9. <u>Independent Contractor</u>. Contractor is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of County for any purpose whatsoever. County does not have the right of direction or control over the manner in which Contractor delivers services under this Agreement and does not exercise any control over the activities of the Contractor, except the services must be performed in a manner that is consistent with the terms of this Agreement. County shall have no obligation with respect to Contractor's debts or any other liabilities of Contractor. Contractor shall be responsible for furnishing all equipment necessary for the performance of the services required herein. In addition:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. The Contractor is an independent contractor for purposes of the Oregon workers' compensation law (ORS Chapter 656) and is solely liable for any workers' compensation coverage under this Agreement. If the Contractor has the assistance of other persons in the performance of the Agreement, the Contractor shall qualify and remain qualified for the term of this Agreement as a carrier-insured or self-insured employer under ORS

656.407. If the Contractor performs this Agreement without the assistance of any other person, unless otherwise agreed to by the parties, Contractor shall apply for and obtain workers' compensation insurance for himself or herself as a sole proprietor under ORS 656.128.

10. Statutory Provisions. Pursuant to the requirements of ORS 279B.220 through 279B.235 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

A. Contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor incurred in the performance of this Agreement.
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collects or deducts from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services.
- C. Contractor shall pay persons employed under this Agreement at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
 - Any employer working under this Agreement shall give notice in writing to employees who work on this Agreement, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- D. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- E. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being

appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- 11. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, handicap or age, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, against any minority, women or emerging small business enterprise certified under ORS 200.055, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225 in obtaining any required subcontract.
- 12. Prison Rape Elimination Act ("PREA"). The Columbia County Sheriff's Office maintains a zero tolerance for any form of sexual misconduct between staff members, volunteers, contract employees or other agency representatives and inmates. "Sexual Misconduct" means any behavior or act of a sexual, sexually suggestive or romantic nature directed toward any person an employee, whether visitor, contractor or inmate. "Sexual misconduct" includes, but is not limited to, acts or attempts to commit acts of sexual assault, sexual abuse, rape, sexual harassment, sexual or intimate or otherwise inappropriate or unnecessary contact, conduct of a sexual nature or implication, obscenity and unreasonable invasion of privacy. "Sexual misconduct" includes conversations, correspondence or other actions suggesting an interest in a romantic or sexual relationship, jokes of a sexual nature, suggestive looks or leering and physical behavior such as pats or squeezes or brushing against someone's body. "Sexual misconduct" includes acts that may not be directed at any particular individual or group, but which create a sexually charged workplace. Sexually explicit talk, actions, e-mails, posted cartoons, jokes or unprofessional dress characterize a sexually charged work environment. A sexually charged work environment severely erodes the professional boundaries between staff and consequently between staff (including contracted employees) and inmates. Contractor agrees to comply with the Sheriff's Office zero tolerance policy for sexual misconduct and all applicable requirements of the Prison Rape Elimination Act. Notwithstanding the generality of the foregoing, Contractor agrees, as follows:
 - A. Neither Contractor nor its employees, agents, or representatives, will disregard allegations of sexual misconduct, regardless of who is making the reports. Contractor will report any allegation of sexual misconduct to the Columbia County Sheriff or Columbia County Human Resources Director immediately and shall cooperate with the investigation of such allegations.
 - B. Contractor shall not harass, intimidate, discipline, discharge or otherwise interfere with any person because they have reported an incident or suspected incident of sexual misconduct.
 - C. During an investigation of sexual misconduct of an employee, agent, or representative of Contractor, Contractor shall ensure that such person does not enter the facility for any reason. Following an investigation of sexual misconduct Contractor will implement appropriate corrective action, up to and including permanent preclusion of an investigated person from the Columbia County Jail at the direction of the Columbia County Sheriff or Human Resources Director.

- D. Contractor shall make all reasonable efforts to keep confidential, personal or other confidential information related to an allegation of sexual misconduct.
- E. Contractor will incorporate into its personnel policies, policies and procedures on expected professional behavior and prohibited sexual misconduct consistent with the Sheriff's PREA policy. Contractor shall train its employees, agents and representatives on the requirements of PREA and shall instruct all such persons that failure to meet their obligations as employees, agents or representatives will lead to discipline, up to and including discharge and possible criminal penalties.
- 12. <u>Nonassignment; Subcontracts</u>. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of the County, except as provided in Contractor's Proposal.
- 13. <u>Nonwaiver</u>. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision of the Agreement.
- 14. <u>Indemnification</u>. Contractor shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Contractor, its officers, agents and/or employees arising out the performance of this agreement. The County's right to be indemnified does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- Insurance. Contractor shall maintain commercial general liability and property damage insurance and automobile insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Contractor shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Contractor agrees to notify County immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Contract.
 - Coverage shall be carried for the duration of the applicable statute of repose in Oregon. All of CONTRACTOR's and subcontractor's liability insurance policies, with the exception of worker's compensation, shall contain a waiver of subrogation against the County.
- 16. <u>Termination</u>. This Agreement may be terminated at any time in whole or in part by mutual consent of both parties. The County may terminate this Agreement, effective upon delivery of written notice to Contractor, or at such later date as may be established by the County under the following conditions:
 - A. If Contractor fails to perform the work in a manner satisfactory to County.

- B. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- C. If funding becomes inadequate in the County's sole discretion to allow the work to continue in accordance with the project schedule or if the Columbia County Jail closes partially or fully.
- D. If Grant requirements are not met.

In case of termination, Contractor shall be required to repay to County the amount of any funds advanced to Contractor which Contractor has not earned or expended through the provision of services in accordance with this Agreement. However, Contractor shall be entitled to retain all costs incurred and fees earned by Contractor prior to that termination date, and any amounts remaining due shall be paid by County not to exceed the maximum amount stated above and decreased by any additional costs incurred by County to correct the work performed. The rights and remedies of the County related to any breach of this Agreement by Contractor shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued before such termination.

- 17. <u>Time of the Essence</u>. The parties agree that time is of the essence in the performance of this agreement.
- 18. Ownership of Documents. All documents of any nature and/or electronic data including, but not limited to, working papers, reports, material necessary to understand the documents and/or data, drawings, works of art and photographs, produced, prepared and/or compiled by Contractor pursuant to this Agreement are the property of County, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to County all rights of reproduction and the copyright to all such documents.
- 19. <u>Mediation</u>. In the event of a dispute between the parties arising out of or relating to this Contract, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation of any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- 20. <u>Choice of Law.</u> This Agreement shall be governed by the laws of the State of Oregon.
- 21. <u>Venue</u>. Venue relating to this Agreement shall be in the Circuit Court of the State of Oregon for Columbia County, located in St. Helens, Oregon.
- 22. <u>Attorneys Fees</u>. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for its own attorneys fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

- 23. <u>Severability</u>. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
- 24. <u>No Third-Party Rights</u>. This Agreement is solely for the benefit of the parties to this Agreement. Rights and obligations established under this Agreement are not intended to benefit any person or entity not a signatory hereto.

25. <u>ENTIRE AGREEMENT</u>. THIS AGREEMENT (INCLUDING THE EXHIBITS)
CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER,
CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND
EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER,
CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE
SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO
UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT
SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE
OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT IT
HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS
TERMS AND CONDITIONS.

CONTRACTOR		BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON		
Name:	By: _	Henry Heimuller, Chair		
Ву:		Margaret Magruder, Commissioner		
Title:	By: _	Alex Tardif, Commissioner		
Date:				
Approved as to form				
Date:				
Ву:				
Office of County Counse	el			

EXHIBIT "A"

REQUEST FOR PROPOSALS (To be attached to final contract)

EXHIBIT "B"

CONTRACTOR'S PROPOSAL

(The successful Proposer's Proposal to be attached to final contract)

EXHIBIT "C"

SPECIAL PROVISIONS IF NEGOTIATED BETWEEN THE PARTIES

ATTACHMENT 2 - RESPONSIBILITY INQUIRY

County will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, County may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in a finding of non-responsibility and rejection.

1.	Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? YES \square / NO \square .
2.	Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number:
	How many contracts did not meet those standards? Number: If any, please explain.
	Response:
3.	Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
	 obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract, violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? YES / NO
	If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.
	Response:
4.	Within the last three years, has Proposer had: • any contracts terminated for default by any government agency, or
	• any lawsuits filed against it by creditors or involving contract disputes? YES / NO
	If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or

dismissal.)

	Response:
5.	Does Proposer have any outstanding or pending judgments against it? YES / NO
	Is Proposer experiencing financial distress or having difficulty securing financing? YES \square / NO \square .
	Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? YES \square / NO \square
	If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.
	Response:
6.	Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES / NO
	If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.
	Response:
7.	Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon? YES \(\subseteq \textit{NO} \subseteq.
	If "NO," please explain.
	Response:
	AUTHORIZED SIGNATURE By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.
	Authorized Signature Date
	Print Name Title

COLUMBIA COUNTY SHERIFF'S OFFICE

Brian E. Pixley, Sheriff

Addendum #1 to RFP C00055-FSJUL-19 Food Services for the Columbia County Jail

July 29, 2019

Clarification to Section E and G of the Request for Proposals. Proposers may include proposed changes to the Sample Contract Terms and Conditions in their Proposals.



Proposal for Food Services for the Columbia County Jail



Columbia County Sheriff's Office RFP C00055-FSJUL-19

August 8, 2019



COPY

A. TITLE PAGE

Columbia County Jail

A. Title Page

August 8, 2018

Captain Tony Weaver Columbia County Sheriff's Office 901 Port Avenue St. Helens, Oregon 97051



Dear Captain Weaver:

Trinity Services Group, Inc. is proud to submit our proposal for the professional management of the inmate food service program for the Columbia County Jail. Trinity has provided quality food service for the corrections industry for over 30 years.

Our commitment to your staff and the inmates is to deliver a quality food service program, which includes good food, properly trained staff, fiscal responsibility, and efficient response while maintaining safety and security. Trinity's programs are built upon a solid foundation of operating systems, controls and strong local management, and comply with the American Correctional Association Standards for Food Service. Trinity's qualified teams are part of our plan to attain our mutual goals of security with no inmate disruptions.

Trinity certifies that all data presented in this proposal is accurate and complete and that we acknowledge that we have read and understand the RFP. Our proposal is made in accordance with the contents of the RFP unless otherwise noted.

Our proposal and pricing will be valid for 90 days from submission. The cost of this submittal and related expenses are entirely Trinity's responsibility. We also certify that we are not in violation of ORS 279A.110(4).

We acknowledge receipt of Addendum 1.

We welcome any questions you may have and we look forward to our presentation so that we can elaborate on our proposal and capabilities for providing services to the Columbia County Sheriff's Office. Please feel free to contact our representative, Jake Watson, at 208-861-5561 or jake.watson@trinityservicesgroup.com with any questions.

I am authorized to commit Trinity Services Group to this proposal.

Sincerely,

David M. Miller, Chief Operating Officer

Trinity Services Group, Inc.

477 Commerce Blvd., Oldsmar, FL 34677

813-854-4264

ATTACHMENT 2 - RESPONSIBILITY INQUIRY

County will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, County may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in a finding of non-responsibility and rejection.

	search demonstrate responsionity may result in a intaining of non-responsibility and rejection.
1.	Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? YES \checkmark / NO \bigcirc .
2.	Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: How many contracts did not meet those standards? Number: If any, please explain.
	Response:
3.	Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
	 obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

violation of federal or state antitrust statutes relating to the submission of bids or

Response:			

4. Within the last three years, has Proposer had:

Proposals, or

any contracts terminated for default by any government agency, or

statements, tax evasion, or receiving stolen property? YES ___ / NO _____.

• any lawsuits filed against it by creditors or involving contract disputes? YES ___ / NO ___ .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

1	Response:	ю.	
5.	Does Proposer have any outstanding or pending judgments against it? YES / NO		
	Is Proposer experiencing financial distress or having diffic	culty securing financing? YES 🗌 / NO 🗹.	
	Does Proposer have sufficient cash flow to fund day-to-da contract period? YES / NO	y operations throughout the proposed	
	If "YES" on the first question or second question, or "NO" additional details.	on the third question, please provide	
	Response:		
6.	Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES ☐ / NO ☑.		
	If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgmen or dismissal, if applicable.		
	Response:		
)	Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon? YES $\boxed{/}$ / NO $\boxed{}$.		
	If "NO," please explain.		
	Response:		
	AUTHORIZED SIGNATURE By signature below, the undersigned Authorized Represer best of his or her knowledge and belief that the responses accurate, and not misleading.		
		July 29, 2019	
	Authorized Signature	Date	
	David M. Miller	Chief Operating Officer	
	Print Name	Title	

Exceptions

Trinity requests the following additions to the Terms and Conditions:

- 1. Meal prices shall be adjusted annually, effective on the renewal date of the contract, by an amount equal to the change in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home. Annual price adjustments shall be based on the most current data available sixty (60) days prior to the contract renewal date.
- 2. In the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the meal prices to reflect said increases. If other material conditions change due to causes beyond Trinity Services' control, including, but not limited to menu changes requested by the facility, decreases in inmate population or the availability of inmate labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Trinity Services' control, it is agreed that the parties shall adjust the meal prices to reflect the impact of the change in circumstances.

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Columbia County Jail

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C. STATEMENT OF QUALIFICATIONS

Columbia County Jail

C. Statement of Qualifications

On behalf of every member of Trinity Services Group, we would like to thank Columbia County for providing us an opportunity to earn your business. Trinity has built our reputation on time tested operating systems and strong local management developed over our almost 30-year history in Correctional Food Service. This long history of experience has enabled our team to thoroughly review, understand and respond to your RFP in detail. We sincerely feel we are not just capable of meeting, but rather exceeding your specific Food Service goals and have extensively outlined our commitment to you within our RFP response.

Our approach to your operation will include:

- A specific focus on stabilizing the Kitchen staff turnover via focused wage analysis, proper compensation with great benefits, attentive management and quality relationships.
- New, exciting staff meal offerings and a major improvement in the staff dining room to include a Soda Fountain, Coffee Station, Waffle Bar and providing a Pizza oven located in the Kitchen to ensure proper heat dissipation.
- Distinguishing characteristics that separate us from any other provider in the industry.

The task of cooking and serving meals to your population and staff is something we feel we are very qualified for, but it just scratches the surface of what we have to offer. The first leg of our approach to the scope of work outlined in your RFP focuses on our prospective on site team members at Columbia County. To be as prepared as possible for a smooth transition, we have invested in a wage analysis of the existing labor market in the greater St. Helens area. Based on this analysis we have developed (and enclosed for your review) an excellent staffing, wage and benefit package for our team members with the goals of exceeding your expectations, creating stability and retaining staff.

Trinity understands that inmates are a vital part of the equation in correctional food operations so we continually focus our efforts on that front as well. To ensure success with this group we have developed an extensive inmate-training program that when completed results in participating inmates receiving ServSafe Certification. In addition to the benefit, this provides our operation and your facility, a ServSafe certification will also provide the inmate with marketable skills that they can utilize once released.

Trinity also realizes that feeding staff and authorized guests are a critical component to the smooth operation of your Jail. Therefore, the second leg of our approach has been based on providing amazing staff meals with an emphasis on quality and rotation. We will constantly monitor the staff entrées consumed and keep the more popular items while changing out the less desired ones until we arrive at a honed menu that will have your staff looking forward to every meal! We will also make a large investment in the staff dining area by including a full Soda Fountain, Coffee Bar, Waffle Bar, and Pizza Oven. The Pizza Oven will be properly located in and supported from the Kitchen so that its heat doesn't drive up the temperature in the smaller staff dining area.)



We will also add a warming box in the staff dining area to keep ordered pizzas hot when needed. These exciting improvements will be in addition to the daily rotating entrée meal and the improved salad bar with multiple toppings and dressings. These additions and improvements will allow all staff (including the after-hours folks) the ability to grab a meal, snack or prepare a fresh waffle or pizza any time of the day. These innovations have recently been deployed at Douglas County in Roseburg and are receiving rave reviews for convenience, taste, and ease of use. We are very excited to be able to offer this to Columbia County!

The final leg in our approach comes from the sheer amount of diversification our company maintains in our multiple divisions such as Keefe Group, Access Corrections, SecurePak, Keefe Supply Company, and others. Please note that while our 2016 merger with the Keefe Group brings well over 35 years of focused commissary experience to our Company, we completely understand the history of combining these services at Columbia County and are in no way are advocating for combining them. To the contrary, Trinity Services Group has ensured our response to your Food Service opportunity has been formulated to stand entirely on its own so that Columbia County will always enjoy a complete degree of separation of labor, management, and transparency between the two contracts.

Direct Statement of Qualifications

The vendor must be organized for the purpose of providing institutional and/or volume food services and must have at least five (5) years previous correctional feeding experience with proven effectiveness in providing large scale corrections food services programs.

Trinity Services Group was established in 1990 to provide food services to the Corrections market. We have more than 330 clients including County and City agencies, State Departments of Corrections and partnerships with private corrections providers. We serve almost 243 million meals per year nationwide and are proud to point out we serve Washington, Lane, Douglas and now Marion Counties in the State of Oregon.

The vendor must have a proven ability for contract start-up by December 1, 2019.

Trinity has extensive experience in many types of transitions: moving from self-operated food service to a contract with us, moving from one contractor to another, opening up a new facility, renovating food service areas or moving through the ACA Accreditation process. Our implementation plan accommodates your schedule and your needs. Please reach out to our Oregon references to verify our ability to exceed your transition needs.

The vendor must have qualified and trained staff to successfully complete the contract requirements.

Trinity Services Group believes that the key to successful food service lies in the quality of the people who manage the program. Whether senior management, unit managers, or supervisors, we are committed to producing and delivering the most innovative and effective associate development plan available. The dynamic learning programs we offer, leadership, management skills, interpersonal relations, human resource administration, client satisfaction, and financial accountability, validate this commitment and belief. By providing the latest and most comprehensive corrections management tools for our staff, we fulfill our commitment to consistency, quality, sanitation, safety, and security. Innovative corrections-specific training materials and opportunities are available through our secure website.

The vendor must have the central office capability to supervise and monitor the program, ensuring satisfactory provisions of service. In addition, the vendor must have an alternate emergency preparation site.

Trinity believes the key to success in our industry is management strength at the local and account level. We also know that a strong support network is essential and that is where the corporate staff provides a foundation for success. Our field management, and our clients are encouraged to call on corporate departments and personnel to solve problems and provide direction. Our team is actively involved with the day-to-day operations of our field organization to ensure quality service and financial performance.

In the event of a scheduled or emergency closure of the kitchen, Trinity will arrange for a correctional grade, certified mobile kitchen to be leased, transported and installed for the appropriate period. We have several companies that we have utilized in the past and would assist the client in choosing the proper equipment to meet the production and timing requirements of the facility.

The vendor must have adequate financial resources to establish a new program and maintain personnel and supplies to successfully perform this contract.

We have included a letter from Jefferies financial in our proposal that attests to our financial resources. Trinity has more than 2800 employees across the United States and a bench of qualified management personnel.



Honesty, hard work, dedication and innovation. These are not just our distinguishing characteristics but rather the very guiding principles we use in accomplishing our goal of exceeding your expectations. We value long-standing partnerships and believe that we stand out against our competition because we respect and honor these principals.

In closing, we know this is a competitive RFP process so we sincerely encourage the Columbia County Evaluation Committee to reach out to our references in your local communities and ask them who we are and how we strive to bring service to each of their unique organizations. We also know when you contact our references you will find consistency in the level of service, qualifications, and professionalism we strive to maintain every day. Our hard work and collaboration have produced a record of consistent, high-quality results in the State of Oregon over the past few years and across the west coast for decades. Due to our local success and our national support, we feel confident that we have the experience and logistics in place to support Columbia County.

We look forward to discussing our proposal with you and are very excited about the prospect of forming a partnership. **Thank you** again for the opportunity to serve!

D. COMPANY BACKGROUND

Columbia County Jail

D. Company Background

History

Trinity Services Group, Inc. is a corporation based in the Tampa Bay, FL area and was formed in 1990. Trinity's rapid growth attracted national attention, and in April 2000 we became a subsidiary of Compass Group USA. In 2012, H.I.G. Capital acquired Trinity Services Group, Inc. and another division of Compass, Canteen Correctional Services. This combination of resources resulted in a nationwide company focused solely on serving the corrections industry, and afforded us more than 40 years of experience in the corrections industry.

In October 2016, Trinity Services Group, Inc., Keefe Commissary Network, LLC, and Courtesy Products, Inc. formed TKC Holdings, Inc. under the common ownership of H.I.G. Capital. The immediate benefits of the combined companies have included more breadth, scale, flexibility and capability to compete effectively and better serve our customers. Each of the iconic operating companies that have achieved so much success thus far will continue to operate independently.

Our experience with facilities across the nation has enabled us to develop a thorough understanding of providing menus that meet the national standards for Recommended Daily Allowances and Special Diets. Our nationwide purchasing network also ensures our ability to deliver cost efficiencies to our clients.

Our food service clients across the United States include county and city agencies, statewide Departments of Correction, partnerships with private corrections providers, rehabilitation sites for alcohol treatment, Meals on Wheels, and Senior Nutritional programs. Serving these various types of facilities allows us to expand our service knowledge, enhance problem-solving expertise and develop innovative solutions for our clients.

About Trinity...

- More than 2500 team members, 14,000 supervised inmate workers
- More than 330 food service clients
- Serving 220,000 inmates in 34 states, Puerto Rico, and the U.S. Virgin Islands
- Serving almost 243 million meals a year
- Serving five State Departments of **Corrections**

Florida, Massachusetts, Arizona, Vermont, Virginia (and Puerto Rico, USVI)

 Member of American Correctional Association (ACA), American **Jailers Association (AJA), National Association of Deputy Wardens. National Sheriff's Association**





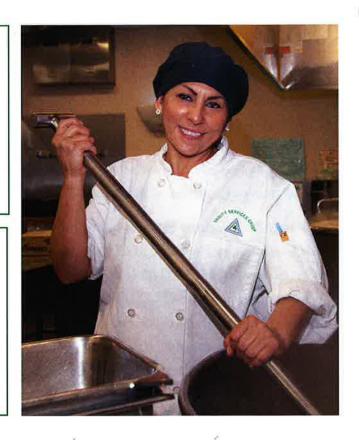
OUR VISION

To be the industry's best team, delivering innovative solutions and profitable relationships.

Our Vision statement is a goal for all of us to continually work toward an ongoing statement about our future goals.

OUR MISSION

We are committed to consistently delivering quality support services and products to correctional facilities for the shared benefit of our Team Members, Customers, and Partners.



Trinity Food Service Locations



Regional Executives

Trinity believes the key to success in our industry is management strength at the local and account level. We also know that a strong support network is essential and that is where the corporate staff provides the foundation for success. Our field management, and our clients, are encouraged to call on corporate departments and personnel to solve problems and provide direction. Our team is actively involved with the day-to-day operations of our field organization to ensure quality service and financial performance.

Address of Contract Administration **Regional Office**

Trinity Services Group, Inc. 10000 N. 31st Avenue, Suite D308 Phoenix, AZ 85051

Corporate Office

Trinity Services Group, Inc. 477 Commerce Blvd. Oldsmar, FL 34677

Number of Key Employees Available to Perform Contract

Trinity's Regional Vice President of Operations is Victor Rendon, who is located in Phoenix, AZ. The Registered Dietitian for the region is Laura Donnelly. Our District Manager for Oregon is Mark Horneffer. Mr. Horneffer is supported by General Managers Kelley Kitchenmaster and Meredith Winters. There are various other support personnel located in Oldsmar, FL and other areas.

Your Direct Team Members:

Victor Rendon, Regional Vice President of Operations Phoenix, AZ 32 Years Corrections Experience

Laura Donnelly, Dietitian West Region Dietitian 19 Years Corrections Experience

Mark Horneffer, District Manager Phoenix, AZ 17 Years Corrections Experience

Kelley Kitchenmaster, General Manager Reno, NV 32 Years Food Service Experience

Meredith Winter, General Manager Beaverton, OR 16 Years Corrections Experience

Other Support Team Members:

Jake Watson, Regional Sales Director Boise, ID 17 Years Corrections Experience

Mark Keller, VP Support Services Oldsmar, FL 28 Years Corrections Experience

Michael Cole, Corporate Chef Oldsmar, FL 11 Years Food Management Experience 5 Years Corrections Experience

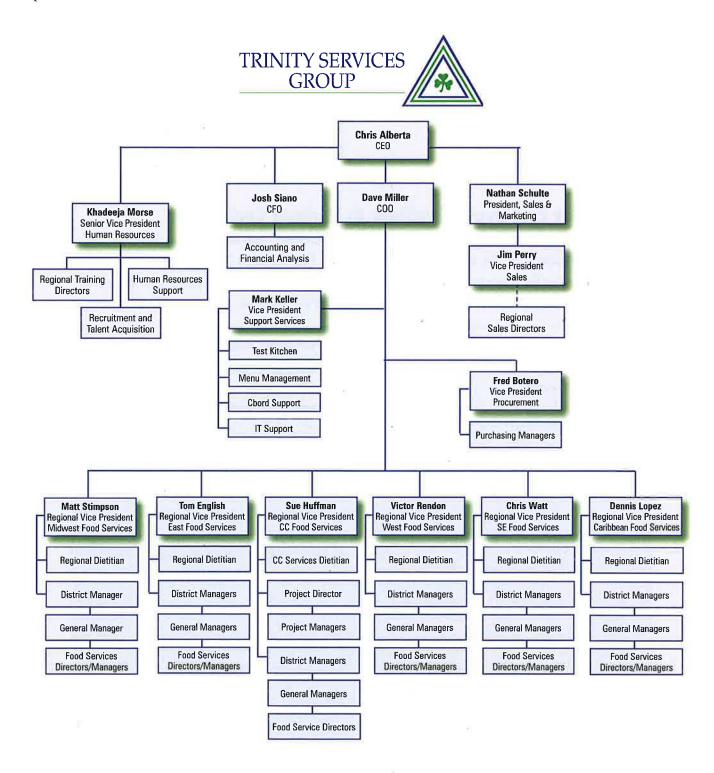
Heidi Hunn, BT DSR Oldsmar, FL 16 Years Dietetic Experience 5 Years Corrections Experience

David Johnson, Regional Training Director Phoenix, AZ 30 Years Food Service Experience 10 Years Corrections Experience



Full Time Professional Employees

For purposes of EEO reporting, Trinity has 22 employees listed in the professional category. We have provided our corporate organization chart below for a better idea of the scope of our management personnel.



Subcontractors

Trinity does not plan to use subcontractors for this project.

Annual Report

Trinity Services Group, Inc. is a subsidiary of TKC Holdings, Inc. As of the 2017 Fiscal Year (January 1, 2017 - December 31, 2017), Trinity's financials are included in TKC Holdings's report.

Because TKC Holdings is a private company and private equity owned, financial information is private and confidential. We have included this report with the Original copy of our proposal.

E. LIST OF FACILITIES/REFERENCES

Columbia County Jail

E. List of Facilities Served/References

List of Facilities

CONFIDENTIAL

Due to the size and confidentiality of our client list, we have provided a partial listing of clients in our Western region.

Account Name	City	State	Account Name	City	State
Apache County Jail	St. Johns	ΑZ	Park County Detention Center	Fairplay	CO
Arizona Correctional			Pueblo County Sheriff's Department	Pueblo	CO
Officer Training Academy	Tucson	ΑZ	Washington County Justice Center	Akron	CO
AZ DOC	Phoenix	ΑZ	Bonneville County Jail (ID)	Idaho Falls	ID
Cochise County Jail	Bisbee	ΑZ	Dona Ana County Detention Center	Las Cruces	NM
Gila County Jail	Globe	ΑZ	New Mexico		
Graham County Jail	Safford	ΑZ	DPS Law Enforcement Academy	Santa Fe	ΝM
La Paz County Jail	Parker	ΑZ	Otero County Jail	Alamogordo	NM
Mohave County Jail	Kingman	ΑZ	Rio Arriba County Jail	Tierra Amarilla	NM
Navajo County Detention Center	Holbrook	ΑZ	Roosevelt County Detention Center	Portales	NM
Yuma County Jail	Yuma	ΑZ	Sandoval County Detention Center	Bernalillo	NM
Atascadero State Hospital Canteen	Atascadero	CA	Valencia County Jail	Los Lunas	NM
Butte County Jail	Oroville	CA	Clark County Detention Center	Las Vegas	NV
CA DOC - Coalinga State Hospital	Coalinga	CA	Elko County Jail	Elko	NV
CA DOC - Delano Community			Lyon County Jail	Yerington	NV
Correctional Facility	Delano	CA	Douglas County Jail	Roseburg	OR
Colusa County Jail	Colusa	CA	Lane County Adult Corrections	Eugene	OR
Fresno County Jail	Fresno	CA	Marion County Juvenile	Salem	OR
Kern County Jail	Bakersfield	CA	Washington County Jail	Hillsboro	OR
Lake County Jail	Lakeport	CA	Washington County Work Release	Hillsboro	OR
Mariposa County Jail	Mariposa	CA	Eden Detention Center (CoreCivic)	Eden	TX
Merced County Sheriff's Department	Merced	CA	Gaines County Jail	Seminole	TX
Plumas County Sheriff's Department	Quincy	CA	Galveston County Jail	Galveston	TX
Sonoma County Sheriff's Department	Santa Rosa	CA	Howard County Sheriff's Department	Big Spring	TX
Tuolumne County Jail	Sonora	CA	Jack Harwell Detention Center	Waco	TX
Advantage Treatment Center -			Jefferson County Jail	Beaumont	TX
Logan County	Sterling	CO	McLennan County Jail	Waco	TX
El Paso County Jail	Colorado Springs	CO	Davis County Jail	Farmington	UT
GEO Care CAE	Colorado Springs	CO	Tooele County Aging Services	Tooele	UT
Logan County Sheriff's Department	Sterling	CO	Tooele County Jail	Tooele	UT
Morgan County Jail	Fort Morgan	CO	•		٠.



Accredited Facilities

Many of the facilities Trinity serves have ACA, NCCHC and/or various state or local certifications. We are committed to maintaining our clients' current accreditations or assisting with obtaining new certifications. We have provided a sample listing of accredited facilities where Trinity provides food services.

A7 DOC Dougles	A.C.A	Dinallas County Chariff's Danastment	A C A . EN / IC .
AZ DOC - Douglas	ACA ACA	Pinellas County Sheriff's Department NCCHC	ACA; FMJS;
AZ DOC - Eyman AZ DOC - Florence	ACA		NCCHC
AZ DOC - Ploterice AZ DOC - Globe	ACA	Rite of Passage Facility	
		Sarasota County Jail	ACA
AZ DOC - Kingman	ACA	Seminole County Sheriff's Office	ACA
AZ DOC - Lewis	NCCHC	St. John's County Jail	FMJS
AZ DOC - Lewis (Eagle Point)	NCCHC	Bibb County Jail	ACA
AZ DOC - Marana Community Correctional		Carroll County Sheriff's Department	NCCHC
Treatment Facility	ACA	Cherokee County Sheriff's Office	ACA
AZ DOC - Perryville	NCCHC	Coffee Correctional Facility	ACA
AZ DOC - Phoenix-Alhambra	NCCHC	Colquitt County Prison	ACA
AZ DOC - Red Rock	ACA	Decatur County Prison	ACA
AZ DOC - Safford	ACA	Dekalb County Jail	ACA; NCCHC
AZ DOC - Safford-Fort Grant	ACA	Jenkins Correctional Center	ACA
AZ DOC - Tucson-Sacrc	ACA	Laurens County Law Enforcement Center	ACA
AZ DOC - Winslow	NCCHC	Richmond County Jail-Charles B. Webster	
AZ DOC - Winslow Apache	NCCHC	Detention Center	NCCHC
AZ DOC - Yuma	NCCHC	Stewart Detention Center	ACA; NCCHC
Central Arizona Detention Center	ACA; NCCHC	Wheeler Correctional Facility	ACA
Cochise County Jail	ACA	Bonneville County Jail	NCCHC
Eloy Detention Center	ACA	ID DOC - Correctional Alternative	12
Florence Correctional Center	ACA	Placement Program	ACA =
La Palma Correctional Facility	ACA	Louisville Metro DOC	ACA
Mohave County Jail	NCCHC	Louisville Metro Youth Detention Services	ACA; NCCHC
Saguaro Correctional Center	ACA	Barnstable County Correctional Facility	ACA
Otay Mesa Detention Center CA	ACA	Hampden County Jail	ACA
Bent County Correctional Facility	ACA	MA DOC - MCI Framingham	ACA
CO DOC - Crowley County Correctional		MA DOC - Pondville Correctional Center	ACA
Facility	ACA	MA DOC - South Middlesex Correctional	, , , , ,
El Paso County Jail	ACA	Center	ACA
Park County Detention Center	ACA	Plymouth County Correctional Facility	ACA
Pueblo County Sheriff's Department	ACA	Cape Girardeau Sheriff's Department	NCCHC
Broward County Sheriff's Office	ACA; FMJS;	Adams County Correctional Center	ACA
Provided Country Chains Common	NCCHC	MS DOC - East Mississippi	7.07.
Citrus County Detention Facility	ACA	Correctional Facility	ACA
Collier County Jail	ACA; FMJS	MS DOC - Marshall County	AUA
Flagler County Detention Center	FMJS	Correctional Facility	ACA
Gadsden Correctional Facility	ACA	MS DOC - Wilkinson County	AUA
Hendry County Detention Center	FMJS	Correctional Facility	ACA
Hillsborough County Detention Center	ACA; NCCHC	Crossroads Correctional Center	ACA; NCCHC
Lake City Correctional Commitment	ACA, NOCITO	Dare County Detention Center	ACA, NOCITO
Center	ACA	•	ACA
Lee County Sheriff's Office	ACA; FMJS	Wake County Sheriff's Office Cape May County Correctional	NCCHC
·	•	Cibola County Correctional Center	ACA
Palm Beach County Shariff's	ACA; NCCHC	NM DOC - Northwest New Mexico	AUA
Palm Beach County Sheriff's Office-Belle Glade Jail	ACA - ENAIC		ΛΩΛ
	ACA; FMJS	Correctional Center	ACA
Pasco County Detention Center	ACA	Roosevelt County Detention Center	ACA

Nevada Southern Detention Center	ACA	Guayama Men's 1000	NCCHC
Cayuga County Jail	ACA	York County Detention Center	ACA
Niagara County Jail	ACA	York County Prison	ACA
OH DOC - Lake Erie Correctional Facility	ACA	Silverdale Detention Facilities	ACA
OH DOC - North Central Correctional	7.07.	TN DOC - South Central Correctional	AUA
Complex	ACA	Center	ACA
OH DOC - Northeast Ohio Correctional	AUA	TN DOC - Trousdale Turner Correctional	AUA
Center	ACA	Center	A C A
Cimarron Correctional Facility	ACA		ACA
		TN DOC - Whiteville Correctional Facility	ACA
OK DOC - Davis Correctional Center	ACA	West Tennessee Detention Facility	ACA
Marion County Juvenile	ACA	Houston Processing Center	ACA
Allegheny County Jail	ACA; NCCHC	T. Don Hutto Facility	NCCHC
Bucks County Correctional Facility	ACA	Webb County Detention Center	ACA
Bucks County Men's Community	200	Tooele County Jail	ACA
Corrections Center	ACA	Immigration Centers of America Farmville	ACA
Butler County Prison	ACA	Riverside Regional Jail	ACA; NCCHC
Erie County Prison	ACA	Roanoke County Jail	ACA
Indiana County Jail	ACA	Southside Regional Jail	ACA
Keystone Correctional Service Inc.	ACA	VA DOC - Sussex I State Prison	ACA
Lancaster County Prison	ACA	VA DOC - Sussex II State Prison	ACA
Lehigh County Jail	NCCHC	Western Virginia Regional Jail	ACA; NCCHC
Schuylkill County Prison	NCCHC	St. Thomas (Alexander Farley Complex)	ACA
Aquadilla Cl	NCCHC		ЛОЛ



References

Washington County Jail

215 SW Adams Avenue
Hillsboro, OR 97123
Commander Matt Fronhert
(503) 846-6366
matt_fronhert@co.washington.or.us
Client since 7/13
ADP: 190

Lane County Adult Corrections Facility

101 West 5th Street
Eugene, OR 97401
Clint Riley, Captain of Corrections
(541) 682-2242
clint.riley@co.lane.or.us
Client since 11/2016 ADP: 326

Douglas County Jail

1036 SE Douglas
Roseburg, OR 97470
Lt. Mike Root
(541) 440-4504
mlroot@co.douglas.or.us
Client since 11/2016 ADP: 200

Marion County Jail

4000 Aumsville Highway South Salem, OR 97317 Lt. Jacob Ramsey (503) 540-8044 jramsey@co.marion.or.us Client since 6/2019 ADP: 515

Tuolumne County Jail

28 North Lower Sunset Drive Sonora, CA 95370 Lt. Tamara McCaig, Jail Commander 209-533-5845 tmccaig@co.tuolumne.ca.us Client since 3/2014 ADP: 147

F. SERVICE PROPOSAL

Columbia County Jail

F. Service Plan

Operational Overview

Trinity's considerable experience with correctional food service - has allowed us to refine our operating procedures so that we will efficiently and cost effectively provide a quality food service program. Our registered dietitians develop our menus and meal plans to meet the specified dietary requirements of your facility. Our procurement team ensures we have the best food and supplies needed to produce all required meals for your facility. Our management and kitchen staff are qualified and trained in the duties of meal preparations and distribution. We are confident that, together, we can establish an ideal meal program that works within the Columbia County guidelines.

We have provided several critical components of our Food Service Operations for your review on the following pages.

Local, State and Federal Standards

Facility: our Staff will use the procedures you have established as a benchmark for your operation. We will offer suggestions for improvements in cases where our procedure may amend the security and quality of your food service operation.

ACA: our Standard Operating Procedures are designed, at a minimum, to meet ACA Standards.

NCCHC: our menu is designed to satisfy the dietary guidelines for adults and is nutritionally approved for incarcerated adults.

HACCP: our Staff is trained to understand the specific hazards of food handling and the prevention necessary to ensure food safety.

Menu Development

Cycle Menus: menus are included and were developed to meet your requested daily nutritional goals, as well as applicable standards.

Special Diets: menus will follow the regular menus as closely as possible with the modifications necessary to meet the specific restriction. For more complex cases or special reviews/audits, our dietitian is on call or available for direct visits to your facility.

Holiday Meals: Holiday/Spirit Lifter meals will be served on your predefined days.

Dietitians: our Registered Dietitians design and develop our menus to provide tasty, appetizing, wholesome quality food. They will regularly review the implemented menus and will provide special diet menus and substitution guidelines as needed to satisfy the requirements of medical and/ or religious diets.

Flexibility and Variety: we will consult with your facility for approval on any menu substitutions, as well as any requests for menu changes that could be advantageous to the operation.

Product Specifications: we will meet or exceed your required product standards. Our product lines are in use and successful every day, in hundreds of operations across the country.

Production System: NetMenu® from Cbord, a web-based, back-of-the-house food service management tool that enables our staff to instantly update standards and share common recipes, menus, and settings across all of our operations, as well as access nutritional information, manage inventory and purchasing, and generate production reports.



Purchasing Programs: our pre-established network of approved suppliers follows and meet HACCP guidelines and are fully familiar with the quality of corrections-specific products Trinity uses in our daily operations, as well as the frequencies of deliveries and quantities needed.

Quality Assurance: we will prepare and serve food that meets or exceeds the terms of this proposed agreement, as well as ACA food service industry standards. Quality Assurance factors include:

- Food Safety portion control, temperature control, and recipe adherence and conversion
- Food Production System proper meal count forecasting, preparation, and product pull schedules
- Security Procedures log procedures for chemicals, sharps, refrigeration, keys, and utensils
- Sanitation routine cleaning schedules, and regular inspections to monitor and correct any deficiencies
- Safety in the Workplace open and close checklists, regular safety training meetings, and award incentives for safety champions
- Regulating Agency Compliance inspection preparation programs and procedures
- Inventory product accountability, proper product labeling, storage, and stock rotation.

In addition, we have a full complement of policy and procedure manuals for use in our kitchen operations. This list includes:

- Personnel
- Employee Training
- Purchasing and Invoicing
- Production
- Safety

Sufficient Staff

We will provide sufficient staffing to maintain an efficient, safe, and secure operation. They will supervise the inmate workers and ensure food safety parameters and kitchen sanitation standards are met. Our wage rates and benefit programs are designed to attract and maintain a quality workforce. Key components include:

- District Manager Support
- Detailed Job Descriptions
- Competitive Wage and Benefit Programs
- ServSafe Training (required for all Trinity staff)
- In-Service Training
- Human Resources Support
- Employee Recognition

Inmate Labor

Trinity will utilize inmate workers for food preparation, to serve/tray-line meals, and perform sanitation and cleaning of the kitchen, ODR, and equipment. They will be assigned a position and provided with the proper training, orientation, and supervision they need to be effective in food safety, personal hygiene, basic sanitation, food handling, etc.



Meal Ordering and Delivery

Our Staff will prepare meals according to the meal count provided by the facility before each meal service. We will prepare meals using the cook-serve method; consistently portioning food items on the serving line into individual, thermal trays and load them onto appropriate meal carts for delivery by housing location. Diet trays will be labeled according to inmate, type of diet, and housing location. The Housing Officer will verify the number of trays and deliver trays to respective Inmates. The Meal Delivery Schedule will follow the facility's meal serving times.

Staff Meals

We are offering a food service program to your staff and officers that will promote nutritional value and have provided a sample Officer Dining Room menu in our response. We want to collaborate with you to better understand the staff's preferences.





Catering and Special Events

Catering and Special Events could include Breakfast, Lunch, Dinner, cookies, pastries, celebrations cakes, or a customized package. Our on-site staff can prepare fresh food items. We will review the needs of each specific occasion and mutually agree on an acceptable plan and cost.

Billing Procedures

We will prepare and provide food service statements to your facility. The statements will reflect the exact number of meals served. Our transparent philosophy provides any back up material you require to ensure an easy and open audit trail exists.

Communication

You will receive a complete contact list of all applicable support levels in our organization. Our Food Service Director will collaborate with Columbia County to establish an emergency call-in procedure in the event of an emergency or failure to report. The Food Service Director will also become a liaison to your facility's management team, and will attend regularly scheduled meetings with your administration, when permissible



Crisis Management Services

To assist with critical incident response, Trinity is proud to be the first in the industry to offer Crisis Management Services (CMS). CMS provides immediate response and advisement for any food-related emergency in the facilities we serve. Our team of Experts on Demand (EOD) are available to assist your staff with incident response, 24/7. We believe that timely, precise direction can positively affect outcomes and we want to do our part to bring swift resolutions to these types of incidents. The CMS program can also provide expert-generated after action reports to assist you with potential media inquiries, grievances, and law suits.

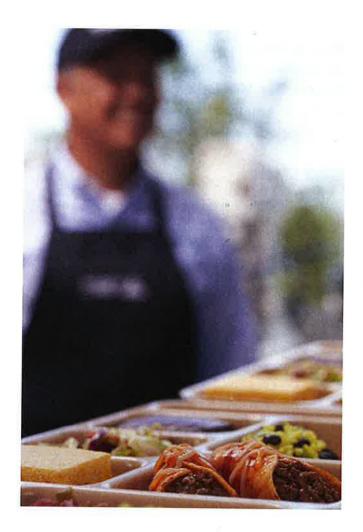
Problem Resolution

Should problems or concerns arise, we will work with you to resolve them as quickly as possible to satisfaction. We will follow your established policies on complaint resolution and develop a plan that meets your approval.

Your Food Service Director will perform routine audits to ensure your satisfaction and compliance with the contract. Your District Manager will conduct a yearly audit to ensure that all local, state, and federal regulations standards are met and exceeded.

Transition Planning

Upon contract award, we will immediately request a Project Management meeting to establish our new partnership. Together, we discuss all facets of the transition plan and modify the steps as needed to make the transition seamless and relatively undetectable.



Policies and Procedures

We have provided the Table of Contents from our Operations Policies and Procedures Manual and our Policies and Procedures for Food Production for your review. Our manual is proprietary, but available to you on request.

	Table of Contents
HR-101	MANAGER REQUIREMENTS
HR-102	MANAGER TRAINING REQUIREMENTS
HR-103	HOURLY TEAM MEMBER TRAINING REQUIREMENTS
HR-104	ADMINISTRATIVE TEAM MEMBER TRAINING
QA-201	QA OPA RECORD
QA-202	MONTHLY WEEKLY SHIFT INSPECTION WATER TEMPS
QA-203	TEMPERATURE CONTROL LOGS
QA-204	BUDGETING AND PURCHASING
MEN-301	CYCLE MENUS
MEN-302	DIETARY ALLOWANCE
MEN-303	NEW RECIPE IMPLEMENTATION PROCESS
MEN-304	TITLE 15 MENU REQUIREMENTS FOR CALIFORNIA
MEN-305	PERMANENT MENU CHANGE PROCEDURE
MEN-306	ALTERNATE MEAL SERVICE
MEN-307	TEMPORARY MENU SUBSTITUTIONS
MEN-308	RESTRICTED DIETS
MEN-309	MEDICAL AND RELIGIOUS DIET SYSTEM
MEN-310	RESTRICTED DIET SYSTEM
MEN-311	DIET MENU PROCEDURES
MEN-312	MEDICAL DIET LOG
MEN-313	RELIGIOUS DIET ORDERS
SS-401	HEALTH AND SAFETY REGULATIONS
SS-402	EMERGENCY CONTINGENCY PLANS
SS-403	KNIFES KEYS YEAST
SS-404	FOOD GROWN PRODUCED IN SYSTEM
SS-405	EQUIPMENT MAINTENANCE WORK
PRO-501	STANDARDIZED RECIPES
PR0-502	PORTION CONTROL
PRO-503	FOOD PRODUCTION PLAN
PRO-504	PRE PREPARATION PULL RECORD
PRO-505	TRAY LINE PLANNING DIAGRAM
PRO-506	STAFF VISITOR MEAL SIGN IN LOG
PRO-507	PANNING AND PORTIONING
	THERMOMETER CALIBRATION
TK-001	NEW RECIPE IMPLEMENTATION PROCESS
TK-002	NUTRITIONAL EVALUATION OF RECIPES AND INGREDIENTS
TK-003	TEST PILOT LOCATIONS
TK-004	PROCESS FORMAT TESTING
TK-005	ACCOUNTABILITY PROCESS FOR TEST KITCHEN
TK-006	RECIPE CONCERN REPORTING
TTO-101	KIOSK ORDERING
TT0-102	HOT FOOD SALES ACCOUNTING



Policy and Procedures Manual Excerpts

Policies and Procedures Manual



SUBJECT: FOOD PRODUCTION PLAN	PROCEDURE NUMBER: PRO-503
ORIGINATING DEPARTMENT: QUALITY ASSURANCE	DATE ISSUED: <u>5/1/2014</u>
INITIATED BY: ACA STANDARDS FS055, FS056/ALDF STANDARDS 4A-05, 4A-06,4A-08/ACI STANDARDS 4-4314, 4-4315, 4-4317	SUPERSEDES: ALL PRIOR

POLICY:

The Food Production Plan is used as a management tool for control and accountability. It is an audit control point documenting the actual menu served, on what day, how much was prepared, how many residents were served, etc. It is a management tool to direct team members on what recipe to use, when to prepare items, who prepares the items, etc. This completed form must be kept on file for 3 years or local mandate.

RESPONSIBILITY: All Foodservice Personnel

DEFINITIONS: None

STANDARD: FS-055. FS-056/ALDF-4A-05, ALDF-4A-06, ALDF-4A-08/ACI-4-4314, ACI-4-

4315, ACI-4-4317

Written policy, procedure and practice require that food service staff plan menus in advance and substantially follow the plan and that the planning and preparing of all meals take into consideration food, flavor, texture, temperature, appearance, and palatability and that accurate records are maintained of all meals served

PROCEDURES:

To assist in filling out the form correctly, please follow these directions:

AREA:

- DATE: The day the meal will be served.
- CYCLE: State the number of the menu cycle.
- DAY: Day of the week.
- MEAL: Breakfast, Lunch Brunch or Dinner.
- FORECAST: Forecast number of meals total and for each service line.
- ACTUAL: Record actual number of meals served total and by line.
- MENU ITEM: List every item as it appears on the menu.
- RECIPE NUMBER: List the recipe number.
- PORTIONS TO MAKE: The projected number of meal to prepare. This amount should be filled in daily due to changing population counts.
- PARTICIPATION:/Population Count Population of institution; expected percentage of participation of each item.
- RECIPE: Indicate number of times to multiply recipe by to insure accurate recipe explosion.
- BULK TO MAKE: Indicate the total quantity of pans / gallons to make based on volume.

Policies and Procedures Manual



FOOD PRODUCTION PLAN

- SERVING PLAN: Indicate the size and quantity of pans / gallons of finished product.
- SERVING UTENSILS: Indicate the proper serving utensil.
- FOOD TEMPERATURES:
 - o Record cook to, holding and serving temperatures on production records.
 - o Enter the start, mid, and ending food serving temperatures.
 - Record time and temperature on food holding temperature log when transporting food
- LINE: Specify the amount of food for each of the serving lines (if applicable).
- TRANSPORT: Ensure proper amount of portions are being sent and temperatures are recorded. If food is removed from Temperature control, Time must be recorded on transport log.
- TIME VS. TEMPERATURE: If Time is used as a control point, service and discard time must be documented (4 hours US Food Code- Check local agency for required standard).
- PORTIONS LEFT: Indicate the portions left over.
- PORTIONS USED: Indicate actual portions served.
- ACTUAL PERCENTAGE PARTICIPATION: Actual participation served by product.

REQUIRED DOCUMENTATION:

- Food Production Program (Program Specific)
- Pull Sheets
- Meal Projections
- Meal Count Sheets
- Substitution Logs
- Food Holding Temperature logs
- Quality Assessment Form
- Transport Log (Time & Temperature)



We also				Daily Pull Sh	eets	TRINITY SER GROUP, II	RVICES NC.
Week:							A
Day:					-	Forecast:	
	200		*****	Breakfa:	st	MENT OF THE	Elizabeth M. C. E.
В		С		D	E	F	G
Item	Freezer	Cooler	Dry	Servings	Yield	Pull Amount	Comments
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Item	Freezer	Cooler	Dry	Servings	Yield	Pull Amount	Comments
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TSG015 REV. 4/28/14

LOCATIOI	N:	Menu Substitution Log MONTH OF:							
DATE	MEAL	CYCLE	MENU ITEM	SUBSTITUTION	REASON	AUTHORIZATION	REVIEW		
			a	¥					
= =====================================									

APPROVED BY:

F. Service Plan | 33



NOTE: This sheet will be customized to meet the approval of the Columbia County Sheriff's Office and will be provided with billing statements for supporting documentation and facility records.



Unit:		Date:					
Day:	_	Meal#:					
circle one:	BREAKFAST	LUNCH	DINNER				
DINING HALL/SATELLITE	TRAY SERVICE						
A. Beginning Tray Count			7				
B. Trays added during servic	ce		44				
C. Total Staff Trays served o	ff line						
D. Add line A, line B, and lin	e C						
E. Total of trays left at the e	nd of service		-				
F. Subtract line E from line [O - total meals served						
BULK STYLE SATELLITE FE	EDING SERVICE						
A. Meals sent out in bulk. (number of pans divided	by servings per pan)					
B. Callback amounts - How	many servings called ba	ck for.	M				
C. Total religious & medical	diets send per serving						
D. Add line A, line B, and lin	e C for total meals serve	ed.					
			-				

BREAKFAST					LUNCH	4		1			DINN	FR				
Menu Item				Temp	Menu I					Temp	Menu					Temp
											-					
		_			-											-
																-
Pod Time	Discard	Pod	Time	Discard	Pod	Time	Discard	Pod	T:	Discord						
A	Discurd	G	Time	Discard	A	lille	Discard	G	Time	Discard	Pod	Time	Discard	Pod	Time	Discar
В		н			В			Н			В			Н		
С		Ĭ.			С		7	1			С			1		
D	Na.	J			D			J			D			ı		
Е		К			E			к			E			К		
F		L			F			L			F			L		
COMMENTS		INT			MD COMM			INT			MD			INT		
										1						
										9						

F. Service Plan | 35



Quality Assurance

Our policy is to provide quality food service to the correctional environment. This means, the staff is constantly on alert, monitoring all phases of food production and service, which includes purchasing, receiving and storage food. The result is a high-quality, safe menu for inmates at an affordable price for the facility.

A Quality Assurance program is in effect in all our facilities and encompasses all aspects of the food service operation. If one step of an operation does not meet the stated standard, immediate corrective action is performed by on-site management. A facility may require a tailored version of the standards to meet the unique requirements of their physical plant or contract. Quarterly audit procedures document the effectiveness of each system. Our quality assurance program is based on the American Correctional Association (ACA) Standards.

Food Safety Policy

To maintain our position as a premier food service management company and achieve our business objectives, we believe it is essential that food safety becomes an intrinsic part of our business plan. We understand that the prevention of foodborne illness and good sanitation practices bring tangible benefits to our workforce, clients, shareholders, and company. By maintaining an effective food safety policy, legal obligations are met and due diligence within the organization is performed.

Each site is required to have a unique document (or Food Safety Manual) dedicated to food safety and sanitation practices, which contains policies, operating procedures, and technical resources. Each unit manager is also responsible for monitoring his or her unit's food safety and sanitation procedures and for performing a monthly food safety inspection. Unit managers are also responsible to correct any deficiencies noted on self-inspections.

•	Components of Food Safety Plan
FOOD SAFETY	PLAN/DESCRIPTION OF THIS FACILITY Page :
CATEGORIZIN	IG MENU ITEMS
Procedures Chart - Men	Followed when Categorizing Monu Items Page (u Items Categorized According to Process 1, 2 or 3 Page 7-
	ONTROL MEASURES (CCPS)
	Page 9
	Page 1
Process 3	Page 1
Process 1 -	Chart (for posting as job aid) Page 12
	Chart (for posting as job aid) Page 13
	Chart (for posting as job aid) Page 14
Minimum In	ternal Cooking Temperature Chart Page 1
Informing F	ood Service Employees
	PERATING PROCEDURES
Index	Page1
General/Sp	ecific to Process 1 Pages 18-46
Specific to F	Process 2 Pages 47-48
Specific to I	Process 3 . Pages 49-5
MONITORING	
Monitoring Res	ponsibilities Page 5
_	
CORRECTIVE	ACTIONS
Corrective A	Action Responsibilities Page 5
Summary o	f Specific Corrective Actions for Critical Control Points Pages 55-5
RECORDKEE	PING
Responsibil	ities for Recordkeeping/Location & Retention of Records Page 5
Records in	Use by Site Pages 60-7:
EMPLOYEE H	EALTH / TRAINING
Employee 0	Orientation & Ongoing Training Page 74
New Emplo	vee Orientation Agreement Page 7
Training Ca	lendar Page 7
In-service T	raining Session Roster Page 7
REVIEW OF F	OOD SAFETY PLAN & CHECKLIST Page 79-8
IMPORTANT	FERMS Pages 82-8

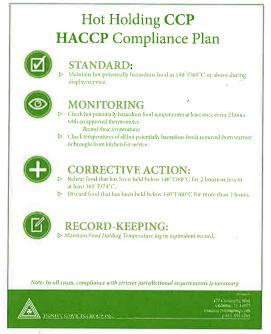
Quality Assurance Tools

Our quality assurance standards are based on the FDA Food Code and are housed in the comprehensive Quality Assurance Standards and Solutions Manual, including standard operating procedures (SOPs), sanitation standard operating procedures (SSOPs), and HACCP (hazard analysis and critical control points) compliance plans. Unique to this manual is the identification of detailed solutions and helpful information for each standard.

Quality Assurance Manual

Another component of our Quality Assurance program is Trinity's Quality Assurance Manual. A copy of this manual is available for reference in each Trinity operating unit. The manual contains HACCP signage to be posted in the units as reminders to staff. Copies of the signage are available for download by Food Service Directors at any time. We have included sample signage and the Preface from our Quality Assurance Manual for your review.











Quality Checkpoints

The following is a list of all areas covered by our Quality Assurance program, including the Quality Checkpoints for each area.

Menu Planning

Because of the unique production/service system found in a correctional environment, menus must include special planning considerations in addition to traditional requirements.

- In the planning of all meals, food flavor, texture, temperature, appearance, and palatability are taken into consideration
- Meals are served according to a routine schedule, three times each 24 hours
- One, two, or three meals will contain hot foods, as agreed upon
- Local and ethnic food preferences are included in selections
- Menus meet or exceed Recommended Daily Dietary Allowances of essential nutrients
- All menu item nomenclature indicates the actual food served (per "Truth in Menu" Rules)
- All portion sizes stated on the menu are in edible portion form, unless otherwise stated
- Protein items found in entrées are expressed in weight portions, i.e., 2 oz, 8 oz
- All other menu items are stated in volume measurements, i.e., 1 c, 1/4 c
- Menus are planned 30 days in advance
- A nutritional analysis is completed on menus
- Menu substitutions are held to a minimum and are of like nutritional value
- Emergency menus are in place
- All inmates, guests, and staff are served the same food items (exception: medical/religious diets)
- Menu/food preferences are documented and on file
- Menu plans on file, are dated and can document the exact food served to the inmate

Purchasing

- Purchasing specifications:
 - A clear, concise description of item
 - Clear, concise purpose of the item on the menu
 - Unit size, packaging requirements
 - Grades or quality standards stated
 - Copy of specifications to Vendor
- Seasonal and quantity buys are made
- Bid solicitations made to various vendors or prime vendor system in place and monitored for compliance
- Bills are submitted quickly for payment
- Quantities required for par stock are stated
- Completed orders placed with vendors are sent to the warehouse for receiving procedures

Receiving

- Purchasing specifications with quality measures and receiving information are available
- Completed orders for each vendor, available in writing from buyer
- Shipments checked, quality standards meet 100 percent of meat items
- Invoice extensions are verified
- All food cases are dated when received
- Proper receiving equipment is used
- Trained personnel perform all receiving
- Items are placed in storage promptly
- Unacceptable items are refused and credit noted on the invoice
- Spot checks are made:
 - Portion-controlled items are checked to ensure that the allowance specified are met
 - Meats, chickens, etc. are unboxed and weight is verified
 - Cartons of fresh fruits and vegetables are checked for count and quality throughout container

Storage

- First-in-first-out stock rotation method used
- Food is stored away from walls and off the floor
- Pest control measures are taken
- Proper storage temperatures are maintained
 - Dry storage: 70°F
 - Refrigerated storage: 35 40°F
 - Freezer storage: 0 to -10°F
- All storage areas are locked
- A proper sanitation program is followed
- Temperatures of all refrigerated storage is logged
- Weekly inventory counted by someone other than the staff member responsible for storage
- · Controlled items are secured
- Inventory evaluation and control recordkeeping procedures are followed
- Chemicals, paper supplies, and food are stored in separate areas
- Inventory issued only to authorized staff, never to inmates

Ingredient Control and Processing

- Only items used for production are removed from storage
- First-in-first-out stock rotation is practiced
- Issuing is done by stockroom supervisor to only authorized and assigned personnel
- Standard recipes are adjusted to the population of the facility and are closely followed
- Food production is scheduled (Production Records) according to need; leftovers are explained
- Staff/inmate workers are trained to perform required tasks
- Staff/inmate workers are properly supervised
- Authorization of ingredient variations by unit manager
- Ingredients are weighed and measured per recipe
- Fresh produce processing:
 - Thorough water wash of all fruits and vegetables
 - Immediate refrigeration of vegetable salads
 - Sizing of raw fruits for eating to ensure portion control
 - Weight of edible portion versus purchased raw product called for on Production Records adjusted
- Raw meat processing:
 - Wash under cold, running water to remove old blood residue
 - Separate work stations for beef and poultry
 - Trim excess fat or discolored fat
 - Portion/weight control of sliced meats checked
- Ingredient assembly:
 - Staged and timed ingredient incorporation per standard recipes
 - For realized blending, mixing, and other incorporation procedures followed
 - Weight control of total raw ingredient combinations checked, i.e., yield of batch versus stated recipe yield



Food Preparation (Production Methods)

- Standard recipes extended to facility size
- Standard cooking methods, including temperature charts, in place
- Production records indicate:
 - Quantities of raw products
 - Freezer pull times
 - Cooking method and recipe number
 - Batching schedule to maximize batch cooking methods
 - Individual assigned and responsible
- Documented quality checks on flavor, texture and color (visual and taste)
- Food Production Manual, records are maintained daily
- Sanitary food-handling techniques are practiced

Portioning and Serving of Meals

- Service plans are prepared to include:
 - Cycle/day/meal
 - Menu item
 - Serving container (i.e. Full Size 2", Half Size 4")
 - Portion size
 - Serving utensil
- Tray diagram prepared, shows the location of each menu item
- Hot food and cold food serving line set-up diagram prepared and shows the location of each menu item
- Sanitation monitored continuously
- Any variations in service are recorded and corrective actions are noted
- Temperatures are constantly monitored to prevent dropping (or raising) into the food danger zone, between 40°F to 140°F
- Tray assessment performed at all three meal periods

Delivery of Meal (Adapted for each facility)

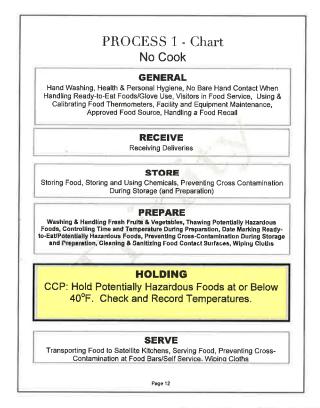
- Meal transmittal indicates:
 - Date/meal/day
 - Destination of meals
 - Total count of regular meals and medical diets
 - Signature of manager/supervisor who counted cold and hot trays, including diets and snacks
 - Signature of inmate/detainee to acknowledge receipt of medical diet
- Restricted medical diet trays are properly identified

Sanitation/Safety Program

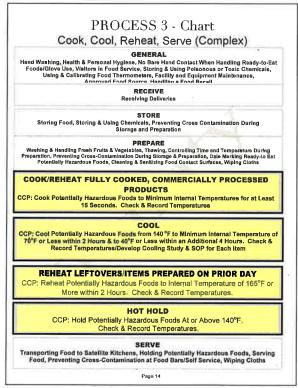
- Each staff position is assigned specific cleaning duties
- The fire safety program is up-to-date and documented
- The in-service training program contains sanitation and safety programs that are presented on a routine basis. Attendance is mandatory.
- Dish machine temperatures taken are recorded three times daily during clean-up periods
- Weekly inspection of the facility for safety and sanitation compliance by on-site management

HACCP Procedures

Trinity Services Group uses standard HACCP procedures in all food service operations. We have provided excerpts from our HACCP Manual for your review.









Operational Performance Analysis Audit

Trinity uses a Unit-based Operational Performance Analysis workbook to make recommendations and determine corrective actions. While the audit report is not intended to be an all-inclusive "Corrective Action Plan," our District Manager reviews the results of this audit to determine if any corrective actions need to be taken and to develop a comprehensive action plan for each operating unit in order to assist in improving the overall performance of each operation.

The audit reviews three main components of an operation:

- Financial Performance
- Quality Assurance and Food Safety
- Client Satisfaction

We have included a sample page of the Quality Assurance Audit for your review.

Our District Managers perform regular follow-up visitations to ensure each unit has made any recommended improvements and to observe best practices to share with other Trinity operating units.

Operation	Number & Name: Auditor:	Date:	SCORE
0	0.0	01/00/00	96.6%
HAPTE	ER: 2 Quality Assurance and Food Safety	Not Observed: 0.0%	Yes No Not App
ection:	A Program Management		
	# Requirement	Standard/Reference Comm	enis
	Permits and Licenses		101800
2.A.1	The required business and/or Department of Health licenses or permits are current and posted.		()()()
2.A.2	The most current Health Inspection report is available	1	0000
2 A 3	ServSale Food Protection Manager certification for FSD/Manager is posted and current to within five years of exam date. The manager meets other local licensing requirements.		0000
2 A 4	Medical clearance is documented and current for staff and inmates.		OOOO
2 A 5	TSG employees wear ID badges per institutional policy.		$\Box \Box \Box \Box \Box \Box$
2 A 6	The Human Resources required signage is posted where it is visible to all Trinity employees.		0000
	TrainIng		
2.A.7.	Training and orientation in food safety and correctional food service is provided to Trinity food handlers within three days of hire.		0000
2 A 8	Diet training is provided to Trinity food handlers		0000
2.A.9.	ACA 40-hour certification training is provided to Trinity food handlers.		0000
2 A 10	Contract required training is provided to Trinity staff.		0000
2 A 11	Inmate food handlers are provided with pre-assignment training.		0000
2.A.12	All food handler training is recorded in a training log or similar log.		0000
	Menu and Recipes		
2,A.13	Certified menus are signed and dated by the dietitian.		0000
2 A 14	All certified menus are reviewed by the dietitian per contract		0000
2.A.15	The medical/therapeutic diet menu is available.		0000
2.A.16. 2.A.17	There is a Medical/therapeutic Diet procedure established and followed. The Medical Diet Manual or handbook is available.		0000
2.A.18	Standardized recipes for the menu are exploded per updated counts, printed, and available.		10000
ŽA 19	There is an Emergency Menu and required supplies in storage.		\Box 0000
	Production and Portion Control		
2 A 20	There is a Production Pull process established and followed.		0000
2.A.21	There is a Production Sheet for each meal.		10000

What is Important To You?

As part of Trinity's continuous quality assurance program, we ask different levels of the client to help us stay current, follow through with their priorities and facilitate communication by using this survey at least twice a year.

TRINITY SERVICES GROUP, INC.	Pleas	e circle	Trinity's	perform	ance	Comments
	#5 is very good #1 needs improvement					
Security	1	2	3	4	5	
Menu Compliance	1	2	3	4	5	
Sanitation	1	2	3	4	5	
Trinity Associate Training	1	2	3	4	5	
Communication	1	2	3	4	5	
Inmate Training and Supervision	1	2	3	4	5	
Site Management Responsiveness	1	2	3	4	5	
Food Presentation, Taste, Portion Control	1	2	3	4	5	
District Manager & Corporate Support	1	2	3	4	5	
Diets/Nutritional Information	1	2	3	4	5	
Contract Compliance	1	2	3	4	5	
ional Comments or Suggestions:						
ional Comments or Suggestions:						
						Date:



Sanitation, Safety & Security

The implementation of standards for safety and sanitation in a food service program is critical to the ultimate success of the entire program. We know that your facility recognizes the importance of this aspect of the service.

The Sanitation and Safety Program will be closely monitored. The fact that the American Correctional Association (ACA) has devoted a section of the Food Service Chapter in its ACA Standards Program to this subject, underscores its importance. Municipal agencies at the city, county, state, and federal levels have developed rating systems and inspection procedures to monitor this element of food service. Our systems and procedures exceed the levels of compliance mandated by inspecting and governing agencies.

Our cleanliness program begins with a cleaning and sanitizing schedule that has been established for the entire operation.

- Our Staff are assigned specific cleaning and sanitizing tasks for their assigned work area or position.
- The Food Service Director will check daily to make sure these assigned tasks have been completed.
- Our Staff are expected to "clean as you go" during the workday and keep their work area neat and orderly.
- Cleaning schedules for each job are posted in their work area(s).
- Our Staff are responsible for completing any additional cleaning tasks assigned by the Food Service Director.

By keeping work areas clean and neat, following daily cleaning schedules, cleaning and sanitizing equipment and utensils, wiping up food spills, and storing cleaning chemicals will help ensure our food is prepared and served in a clean and sanitary environment.

A sanitation program is also more than cleaning schedules and without a doubt, they are a critically important element. The equipment and work areas must be maintained at the highest level of cleanliness; however, it does not stop with the facility and its equipment.



Sanitary standards are also established for the personnel within the unit. Food-handling procedures must be initiated and monitored for:

- Receiving
- Inventory
- Rotation
- Dry, refrigerated and frozen storage
- Food transport
- Garbage removal
- Pest control
- Other elements that closely affect any food service operation

Our plan for your facility provides for a program that includes

- Regularly scheduled cleaning
- Preventative maintenance
- · Initial and ongoing employee training

These steps will ensure the standards implemented will continue at optimum levels.

We have included excerpts from our Sanitation Program on the following pages.

Red Sanitizer Buckets

Cross-contamination is a serious issue and Trinity's staff are trained to do everything possible to prevent cross-contamination and keep our customers safe. Our on-site Team will use sanitation buckets at every food prep area. The buckets are typically stored on a shelf below and away from food and food-contact items. Our Staff will follow these simple guidelines for safe sanitizer bucket use:

- 1. Sanitizer test strips will be used to monitor the sanitizer concentration of the solution.
- 2. The sanitizer solution will be changed every 2-4 hours or more as needed to keep the water clean and the sanitizer effective.
- 3. Only FDA approved sanitizer chemicals will be used.
- 4. Wipe cloths will be used for cleaning food contact surfaced during food prep and service. Food contact items will also be sent to the ware washing station for proper cleaning and sanitizing every four hours during service or as needed.



Cleaning Checklists and Inspections

Trinity Servic	es Group	TH	RINITY SERVICES GROUP, INC.		DAILY CLEAN	NING SCHEDULE
SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Wax store room Wax office Clean spice room Clean HAZMAT Room Detail rest rooms Clean hoods/filters Polish pipes	Detail doors Detail base boards Clean storage racks Detail dish machine Clean vents Clean hood/filters Polish pipes	Detail tilt skittle Clean north walls Clean interior refrig. Clean drains Clean ovens Clean hood/filters Polish pipes	Detail stove Clean east walls Clean ice machine Detail hot hold cab. Clean ovens Clean hood/filters Polish pipes	Detail kettle Clean south walls Detail walk in Detail serv. Line Detail drink mach. Clean hood/filters Polish pipes	Detail mixer Clean west walls Detail store room Detail gril Descale dish mach. Clean hood/filters Polish pipes	Detail slicer Clean lights Detail freezer Detail table legs Clean drains Clean hood/filters Polish pipes
Wax store room Wax office Clean spice room Clean HAZMAT Room Detail rest rooms Clean hoods/filters Polish pipes	Detail doors Detail base boards Clean storage racks Detail dish machine Clean vents Clean hood/filters Polish pipes	Detail tilt skittle Clean north walls Clean interior refrig. Clean drains Clean ovens Clean bood/vents polish pipes	Detail stove Clean east walls Clean ice machine Detail hot hold cab. Clean ovens Clean hood/filters Polish pipes	Detail kettle Clean south walls Detail walk in Detail serv. Line Detail drink mach. Clean hood/filters Polish pipes	Detail mixer Clean west walls Detail store room Detail grill Deseale dish mach, Clean hood/filters Polish pipes	Detail slicer Clean lights Detail freezer Detail table legs Clean drains Clean hood/filters Polish pipes
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Daily Inspection Report			DATE:	
RATING	7			
S = SATISFACTORY	1			
U = UNSATISFACTORY	1			
	s	U	N/A	ACTION TAKEN FOR ALL "U" RATINGS
DishWashing Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
DishMachine does not have excessive lime/calcium build up				
All gauges working (no condensation on glass)				
DishMachine drains clean and free of food debris				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Temperatures on DishMachine are at correct levels				
Trays are properly stacked for air drying				•
No faucet leaks or dishmachine leaks.				
Lights and light sheilds present, clean, and working				
Garbage disposal (clean and in working order)	1			
Pots & Pans Area:				
Floors Clean and Dry (no excess food on floors)				U .
Floor Drains Clean and free of food debris (working properly)				2
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Pots & pans are properly stacked for air drying				
Wash and rinse sink has clean water in it				
Sinks are in working order. (no leaks faucets or sinks)				
Lights and light sheilds present, clean, and working				
Serving Line:				
Serving line is clean and sanitized (counters, wells, under counters)				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Wash and Sanitize Buckets present and sanitizer reading correct				
No food is left out				
Hot holding boxes, clean and in working order (hot, seals, locks, temp gauges)				
Cold holding boxes, clean and in working order (cold, seals, locks, temp gauges)				
Tray pass through clean and sanitized.				
Lights and light sheilds present, clean, and working				
Dining Hall Areas:				
Floors are clean and dry				
Tables are clean. (top, under, legs, and sitting stools)				
Walls are clean				
Windows are clean				
Vents are clean				
Doors are clean (both sides, door handles, and door frame)				
Floor Drains Clean and free of food debris (working properly)				
Cable and Baltin be 11 and a second s				





Walk in Cooler:		
Lights and light sheilds present, clean, and working		
Floors are clean and dry		
Walls are clean		
Shelves are clean (top and under)		
Leftovers properly labeled and dated		
Fans are clean and working properly		
Food pulls are present and pull sheets are present		
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)		
Next day's preparation is complete and clearly labeled		
Doors are clean (both sides, door handles, and door frame)		
Walk in Freezer:		
Lights and light sheilds present, clean, and working		
Floors are clean and dry		
Walls are clean		
Shelves are clean (top and under)		
Fans are clean and working properly		
Food pulls are present and pull sheets are present		
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)		
Doors are clean (both sides, door handles, and door frame)		
Dry Storage:		
Lights and light sheilds present, clean, and working		
Floors are clean and dry		
Walls are clean		
Shelves are clean (top and under)		
Fans are clean and working properly		
Food pulls are present and pull sheets are present		
Vents are clean		
Doors are clean (both sides, door handles, and door frame)		
Equipment review:		T.
All equipment on wheels are tethered		100
Ovens (clean, in working order, cords and plugs no damage)		
Grills (clean, in working order, cords and plugs no damage)	×	*
Stoves (clean, in working order, cords and plugs no damage)		
Steamers (clean, in working order, cords and plugs no damage)		
Kettles (clean, in working order, cords and plugs no damage)		
Tilts (clean, in working order, cords and plugs no damage)	-	
Fryers (clean, in working order, cords and plugs no damage)		
Mixer (clean, in working order, cords and plugs no damage)		
Slicer (clean, in working order, cords and plugs no damage)		
Chopper (clean, in working order, cords and plugs no damage)		



Open Areas:	
S/S tables clean and no damage	
Shelves are clean (top and under)	
Walls are clean	
Windows are clean	
Ice Machine (clean and in working order)	
Prep Sinks (clean top and under, no leaks on sinks or faucets)	
Hand Sinks (clean, paper towels and hand soap present)	
Floor Drains Clean and free of food debris (working properly)	
Floors (clean, dry, no excessive standing water)	
Wet floor signs present	
Restrooms: Staff & Inmate	
Walls are clean	
Windows are clean	
Floors (clean, dry, no excessive standing water)	
Hand Sinks (clean, paper towels and hand soap present)	
Tollet (clean, in working order, flushing, no leaks)	
Toilet paper present	
Hand washing signage posted	

Additional Comments:		TEMPERATURE LOGS:
		COOLER:
		(35-40 DEGREES FARENHEIT) FREEZER:
		(0-BELOW DEGREES FARENHEIT) DRY STORAGE:
		(45 - 80 DEGREES FARENHEIT) TAP WATER:
		(110 - 130 DEGREES)
2		
Signature:	Date:	





Weekly Inspection Report			DATE:	
RATING	1			
S=SATISFACTORY				
U=UNSATISFACTORY				
	S	U	N/A	ACTION TAKEN FOR ALL "U" RATINGS
DishWashing Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
DishMachine does not have excessive lime/calcium build up				
All gauges working (no condensation on glass)				
DishMachine drains clean and free of food debris				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Temperatures on DishMachine are at correct levels				
Trays are properly stacked for air drying				
No faucet leaks or dishmachine leaks.				
Lights and light shellds present, clean, and working				
Garbage disposal (clean and in working order)				
Pots & Pans Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Pots & pans are properly stacked for air drying				
Wash and rinse sink has clean water in it				
Sinks are in working order. (no leaks faucets or sinks)				
Lights and light sheilds present, clean, and working				
Serving Line:				
Serving line is clean and sanitized (counters, wells, under counters)				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Wash and Sanitize Buckets present and sanitizer reading correct				
No food is left out				
Hot holding boxes, clean and in working order (hot, seals, locks, temp gauges)				
Cold holding boxes, clean and in working order (cold, seals, locks, temp gauges)				
Tray pass through clean and sanitized.				
Lights and light shellds present clean, and working				



Dining Hall Areas:	
Floors are clean and dry	
Tables are clean. (top, under, legs, and sitting stools)	
Walls are clean	
Windows are clean	
Vents are clean	
Doors are clean (both sides, door handles, and door frame)	
Floor Drains Clean and free of food debris (working properly)	
Lights and light sheilds present, clean, and working	
Walk in Cooler:	
Lights and light sheilds present, clean, and working	
Floors are clean and dry	
Walls are clean	
Shelves are clean (top and under)	
Leftovers properly labeled and dated	
Fans are clean and working properly	
Food pulls are present and pull sheets are present	
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)	
Next day's preparation is complete and clearly labeled	
Doors are clean (both sides, door handles, and door frame)	
Walk in Freezer:	1.
Lights and light sheilds present, clean, and working	
Floors are clean and dry	
Walls are clean	
Shelves are clean (top and under)	
Fans are clean and working properly	
Food pulls are present and pull sheets are present	
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)	
Doors are clean (both sides, door handles, and door frame)	
Dry Storage:	
Lights and light sheilds present, clean, and working	
Floors are clean and dry	
Walls are clean	
Shelves are clean (top and under)	
Fans are clean and working properly	
Food pulls are present and pull sheets are present	
Vents are clean	
Doors are clean (both sides, door handles, and door frame)	





Equipment review:		
All equipment on wheels are tethered		
Ovens (clean, in working order, cords and plugs no damage)		
Grills (clean, in working order, cords and plugs no damage)		
Stoves (clean, in working order, cords and plugs no damage)		
Steamers (clean, in working order, cords and plugs no damage)		
Kettles (clean, in working order, cords and plugs no damage)		
Tilts (clean, in working order, cords and plugs no damage)		
Fryers (clean, in working order, cords and plugs no damage)		
Mixer (clean, in working order, cords and plugs no damage)		
Slicer (clean, in working order, cords and plugs no damage)		
Chopper (clean, in working order, cords and plugs no damage)		
Open Areas:		
S/S tables clean and no damage		
Shelves are clean (top and under)		
Walls are clean		
Windows are clean		
Ice Machine (clean and in working order)		
Prep Sinks (clean top and under, no leaks on sinks or faucets)		
Hand Sinks (clean, paper towels and hand soap present)		
Floor Drains Clean and free of food debris (working properly)	-	
Floors (clean, dry, no excessive standing water)		
Wet floor signs present		
Restrooms: Staff & Inmate Walls are clean		
Windows are clean		
Floors (clean, dry, no excessive standing water)		
Hand Sinks (clean, paper towels and hand soap present)		
Toilet (clean, in working order, flushing, no leaks)		
Toilet paper present		
Hand washing signage posted		TEMPERATURE LOGS:
Additional Comments:		
		COOLER:
		
		(3540 DEGREES FARENHEIT)
	_	FREEZER:
		(0 - BELOW DEGREES FARENHEIT)
		DRY STORAGE:
		(45 - 80 DEGREES FARENHEIT)
	Te .	TAP WATER;
		(110 - 130 DEGREES)
Signature: Date:		



Tray pass through clean and sanitized.

Dining Hall Areas: Floors are clean and dry

Walls are clean Windows are clean

Lights and light sheilds present, clean, and working

Tables are clean. (top, under, legs, and sitting stools)

TRINITY SERVICES GROUP

Monthly Inspection Report				DATE:
RATING S = SATISFACTORY	7			
U = UNSATISFACTORY	1			a ·
	_		1 51/5	T
	S	U	N/A	ACTION TAKEN FOR ALL "U" RATINGS
DishWashing Area:			-	
Floors Clean and Dry (no excess food on floors)			-	
Floor Drains Clean and free of food debris (working properly)	-		-	
DishMachine does not have excessive lime/calcium build up			-	
All gauges working (no condensation on glass)			-	
DishMachine drains clean and free of food debris	-		-	
DishMachine curtains are in good condition (not yellowing or tearing, none missing)	-			
Sanitizer level is correct and reading on chemical test strip			-	
Temperatures on DishMachine are at correct levels				
Trays are properly stacked for air drying				
No faucet leaks or dishmachine leaks.				
Lights and light sheilds present, clean, and working				
Garbage disposal (clean and in working order)				
Chemicals are properly handled and secured				
Pots & Pans Area:				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Floor Mats clean and in place				
Sanitizer level is correct and reading on chemical test strip				
Pots & pans are properly stacked for air drying				
Wash and rinse sink has clean water in it				
Sinks are in working order: (no leaks faucets or sinks)				
Lights and light sheilds present, clean, and working				
Serving Line:				
Serving line is clean and sanitized (counters, wells, under counters)				
Floors Clean and Dry (no excess food on floors)				
Floor Drains Clean and free of food debris (working properly)				
Wash and Sanitize Buckets present and sanitizer reading correct				
No food is left out				
Hot holding boxes, clean and in working order (hot, seals, locks, temp gauges)				
Cold holding house along and in supplies and a / - Id Id - Id I - Id - Id I - Id - Id I -				

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TRINITY SERVICES GROUP

Doors are clean (both sides, door handles, and door frame)	
Floor Drains Clean and free of food debris (working properly)	
Lights and light sheilds present, clean, and working	
Walk in Cooler:	
Lights and light sheilds present, clean, and working	
Floors are clean and dry	
Walls are clean	
Shelves are clean (top and under)	
Leftovers properly labeled and dated	
Fans are clean and working properly	
Food pulls are present and pull sheets are present	
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)	
Next day's preparation is complete and clearly labeled	
Doors are clean (both sides, door handles, and door frame)	
Walk in Freezer:	
Lights and light sheilds present, clean, and working	**
Floors are clean and dry	
Walls are clean	
Shelves are clean (top and under)	
Fans are clean and working properly	
Food pulls are present and pull sheets are present	
Pulls are stacked correct as to not cross contaminate (raw chicken on bottom shelf)	
Doors are clean (both sides, door handles, and door frame)	
Dry Storage:	
Lights and light sheilds present, clean, and working	
Floors are clean and dry	
Walls are clean	
Shelves are clean (top and under)	
Fans are clean and working properly	
Food pulls are present and pull sheets are present	
Vents are clean	
Doors are clean (both sides, door handles, and door frame)	
Equipment review:	
All equipment on wheels are tethered	
Ovens (clean, in working order, cords and plugs no damage)	
Grills (clean, in working order, cords and plugs no damage)	
Stoves (clean, in working order, cords and plugs no damage)	
Steamers (clean, in working order, cords and plugs no damage)	
Kettles (clean, in working order, cords and plugs no damage)	
Tilts (clean, in working order, cords and plugs no damage)	
Fryers (clean, in working order, cords and plugs no damage)	
Mixer (clean, in working order, cords and plugs no damage)	
Slicer (clean, in working order, cords and plugs no damage)	
Chopper (clean, in working order, cords and plugs no damage)	
Open Areas:	



TRINITY SERVICES GROUP

S/S tables clean and no damage		
Shelves are clean (top and under)		
Walls are clean		
Windows are clean		
Ice Machine (clean and in working order)		
Prep Sinks (clean top and under, no leaks on sinks or faucets)		
Hand Sinks (clean, paper towels and hand soap present)		
Floor Drains Clean and free of food debris (working properly)		
Floors (clean, dry, no excessive standing water)		
Wet floor signs present		
Trash cans are clean (outside and in, lids are present)		
All carts are clean and sanitized (top, under, and wheels)		
No one eating and drinking other than designated areas		
Lights and light sheilds present, clean, and working		
Vents are clean		
Restrooms: Staff & Inmate		
Walls are clean		
Windows are clean		
Floors (clean, dry, no excessive standing water)		
Hand Sinks (clean, paper towels and hand soap present)		
Toilet (clean, in working order, flushing, no leaks)		
Toilet paper present		
Hand washing signage posted		
Ceiling and vents are clean		
Chemical Storage Area:		
Chemical Logs are correct		
Chemicals are stored properly (same chemical stacked on same)		
Floor clean		
Walls are clean		
Chemicals are not stored with food		
Additional Comments:		
		TEMPERATURE LOGS:
		COOLER:
		(35-40 DEGREES FARENHEIT)
		FREEZER:
		(0 - BELOW DEGREES FARENHEIT)
		DRY STORAGE:
	(45 - 80 DEGREES FARENHEIT)	
		TAP WATER:
		(110 - 130 DEGREES)
Signature		

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TRINITY SERVICES GROUP

INMATE DAILY CLEANING SCHEDULE AND DOCUMENTATION

WEEK DAY	SHIFT RESPONSIBLE	AREA RESPONSIBLE	TASK TO BE COMPLETED	STAFF INITIAL	WEEK Day	SHIFT RESPONSIBLE	AREA RESPONSIBLE	TASK TO BE COMPLETED	STAFF INITIAL
				1					
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				,					

NOTES/COMMENTS/SPECIAL ASSIGNMENTS:

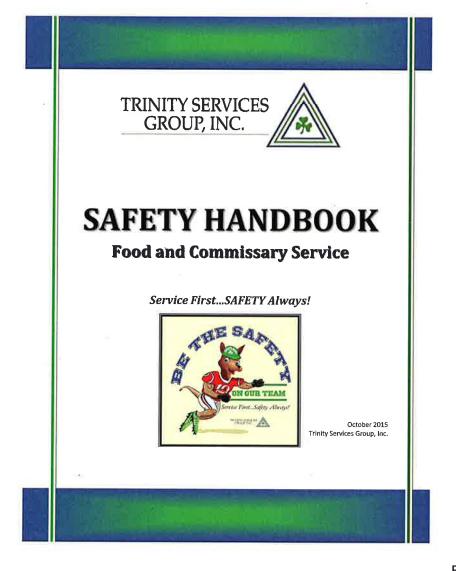
Safety Responsibilities

Trinity counts on all of our team members to take a "Service First...Safety Always" attitude. As part of the Trinity Management Team, it is vitally important to achieving our goals of operational excellence and preferred employer status by ensuring safety is given as much importance as customer satisfaction.

Our safety objective, "Service First...Safety Always," covers safety in every aspect of our lives. We promote safety on the job and safety at home. Topics dealing with safety will be covered regularly through communications such as our STAR Chat.

When a team member is away from work due to an injury or illness, we cannot operate at the level of excellence we are trying to obtain. Trinity provides a Safety Handbook to provide important information and tools necessary to prevent injuries, identifying hazards, responding and reporting the injury appropriately if someone is injured, and how to keep team members involved and injury-free.

It is each Team Member's responsibility to follow the policies and procedures included in our Safety Handbook. Our Safety Handbook is proprietary, but a copy can be provided on request.





Quarterly Safety Inspection Checklist



QUARTERLY SAFETY INSPECTION – Food Service

Location Name:	Location #:						
Inspected By:	Date:						
	YES	NO	N/A	COMMENTS (For all items marked "NO" - please indicate why).			
GENERAL							
Safety Handbook printed and accessible							
Safety Bulletin Boards maintained with up-to-date							
information							
TSG Safety Policy posted							
Safety Orientation and Safety Pledge sign-off in personnel							
file							
Labor Law/Work Comp posters are posted							
OSHA 300 logs posted from Feb 1-April 30							
SAFETY EDUCATION AND TRAINING			III V				
STARChat training conducted monthly and documented							
Roo's Safety Picks, Food Safety/Safety tips being shared							
weekly with team members							
Safety moments, near misses and safety slogans being							
shared on safety calls							
JSAs (Job Safety Analysis) used to train team members							
District Safety Leader conducting monthly safety calls and							
preparing/distributing meeting notes of call							
Unit Safety Leader appointed							
Proper lifting techniques have been trained and being used		1 1					
by team members	1	1					
Safety Orientation being conducted for all new hires				- 14			
Return to Work program fully utilized		1					
Progressive discipline procedures and training in place and							
properly documented for violations of safe work practices	<u> </u>						
WORKERS' COMPENSATION							
All Accident/Incidents reported to WC Carrier within 24	1						
hours of occurrence							
Approved Medical Provider list posted and utilized	-						
Accident Investigation Reports completed for ALL							
accident/incidents							
FOOD PREPARATION, COOKING and DISHWASHING AREA							
All floors clean, dry and in good condition		1					
Slip resistant mats used where needed and in good							
condition	-						
Drains working properly, clean and free of standing water							
Slicers, mixers, steamers, grills and other equipment are in							
good working condition	-	-					
Mixers equipped with bowl guards		1					



Location Name:				Location #:
	YES	NO	N/A	COMMENTS (For all items marked "NO" - please indicate why).
FOOD PREPARATION, COOKING and DISHWASHING AREA				
Grill and fryer exhaust system in good repair				
Sufficient number of trash containers available, in proper				
condition and emptied as needed				<i>i</i>
Food contact surfaces clean, sanitized and uncluttered				
Chemicals/cleaning supplies stored separately from food				
and service ware				
Food prep sink not used for hand washing				
Knife/Utensil storage areas being utilized, and all knives and				
utensils being accounted for				
Wet floor signs being used – spills cleaned immediately				
Dishwashing machine in good working condition, clean				
interior and exterior, proper wash and rinse temperatures				
Pot sink, storage carts, and storage shelving clean and in				
good repair				
Pot sink not used for handwashing				
Cleaned equipment and utensils properly stored to protect				
from contamination				
STORAGE AREAS/FREEZERS	14		-8	
Products and supplies being stored properly on shelves -				
light items on the top shelves – heavy on bottom shelves			51	
All items being stored 6" above the floor				
No ice build-up in walk-in freezers and around freezer doors				
Walk-in refrigerators and freezers have emergency door				
lock releases				
Dollies and hand trucks in good condition				
Correct type of ladder and stool is being used in storage				
area and in good condition				
All equipment and tools in good working condition				
FIRE PROTECTION/EMERGENCY PROCEDURES	-			
Ansul system inspected and in working condition				
Fire extinguishers visible, unobstructed, inspected, tagged,				
and charged				
NFPA approved flammable storage locker being used for				
flammable items				
All compressed gas tanks being secured to a permanent				
structure				
Team members have been trained on facility emergency				
procedures				
Emergency phone numbers are accessible for team				
members				
Exits clear, visible and accurately marked				
Emergency lighting functional and tested monthly				
HAZARD COMMUNICATION	74	H	= -7/	
Hazard Communication training conducted for new hires,				
annual refresher, and when new chemicals are introduced				
SDS Binder being maintained, updated, and available				





Location Name:			الملام	Location #:
	YES	NO	N/A	COMMENTS (For all items marked "NO" - please indicate why).
HAZARD COMMUNICATION – continued				
Chemicals are correctly labeled with the manufacturer's				
label				
PHYSICAL/ELECTRICAL HAZARDS				
All aisle ways are clear and free of obstruction				
Loading dock in good repair		¥.		
Stairs are in good repair, well lit and have handrails				
All changes in elevation on floors are painted bright yellow				
Electrical panels are not blocked				
All light bulbs have covers				
Electrical connections, outlets, cords, circuit breakers and				
GFCIs in good condition				
Ensure all Emergency Exits and All doorways are free from				
obstruction at all times				
Ensure that extension cords are not plugged into each other				
Electrical cords are not in walkways				
PERSONAL PROTECTIVE EQUIPMENT (PPE)/FIRST AID		+ -		
Slip resistant shoes being worn by team members and				
management				
Cut resistant gloves being used correctly if allowed at facility				
Oven mitts/burn guards used properly				
Safety goggles being used when working with chemicals				
Team member training in PPE use and care conducted and				
documented				
Bloodborne Pathogens Kits available (Body fluid clean up)				
Eye Wash Station available and functional				
First aid kits adequately stocked and accessible				
PERSONAL HYGIENE				
Hand sinks used only for handwashing purposes				
Hands washed frequently and correctly				
Aprons and towels not used to dry hands after washing				
Hands washed prior to putting on disposable gloves				
Disposable gloves being worn and changed when torn, dirty				
or contaminated				
Hair nets being worn				
RECOMMENDATIONS/COMMENTS (For each item marked "No, responsible for ensuring item is corrected, and when it will be com			ate below	your recommendations, team member
responsible for ensuring item is corrected, and when it will be com	P1016U	-1/-		4
24				

Please use back of form if you need more space.

Security

Trinity recognizes the obvious importance of maintaining control and security of each correctional facility we occupy. Throughout the years, we have developed a comprehensive Security Procedures and Policies Program including:

- Contraband
- Tool Control
- Key Control
- Trash Checks
- Taking of Hostages
- Planned Assaults
- Rumors (convey to institution)
- Shakedown Procedures

For your review, we have included excerpts from the Operational Manual for Correctional Institutions, which illustrates a portion of our standard policies and procedures. Our standard security policies and procedures will be tailored to incorporate your specific needs.

Security Rules and Regulations

The Food Service Director will be responsible to the superintendent for all aspects of kitchen security and will:

- A. Instruct, train, and ensure that subordinate employees become fully aware of the requirements for proper supervision and security in inmate/employee, knife, spice, sugars, extract, and yeast control.
- B. Ensure that kitchen knives are code marked and locked away in a secure cabinet when not in use; are counted and checked when the kitchen

is opened in the morning, after the noon meal, and at the close of the kitchen in the evening. A certificate to this effect is to be submitted to the security officer at the close of each day's business. Any deficiencies must be reported immediately upon discovery to the security officer.

- C. Ensure at all times that spices, sugar, extracts, and yeast are handled only by subordinate staff, excluding inmates, and that the item(s) in question are issued only for immediate use and returned after each use to the secured, locked storage unit.
- D. Ensure that the inmates/employees in the kitchen are properly instructed and supervised and that any misbehavior or breach of rules or regulations by an inmate is immediately reported to the security officer.
- E. Ensure all keys required for use in the kitchen are carried by staff. Never allow keys to be used by, or be in possession of, inmate kitchen help.
- F. In the interest of the institution's security and to protect the safety of staff and employees, refrain from doing any personal favors or becoming involved in any business transactions with inmates.
 - Do not convey any written or verbal messages from or to any inmate.
 - Do not convey any parcel or package to or from an inmate.
 - Any such requests from whatever source as mentioned above shall be reported immediately to the institution security officer or other available senior institutional staff member.



- G. Instruct subordinate employees to refrain from conversation with inmates that involve details of their personal or family life or their financial activities. Many inmates have liaisons with organized crime on the outside who would use this information to apply pressure when possible.
- H. Instruct the civilian staff to immediately report all rumors of inmate unrest or activity to the food service director, or in his/her absence, to the chief of operating security. Rumors are important, and the personal safety of an informant can be jeopardized by an indiscreet report to the wrong echelon of the corrections staff.
- I. Require all staff to maintain a high level of professional decorum in the kitchen, requiring that staff to:
 - Refrain from the use of inmate slang in conversations.
 - Enforce all rules with all inmates uniformly.
 - Answer all inmate questions honestly, and directly (briefly) without apology or attempt to mislead.
- J. Require all staff to keep their book work current. Staff must:
 - Keep work reports up to date. Because work reports go to the parole board, they are very important to the inmate.
 - Complete disciplinary reports when necessary and do so accurately because inmates lose "good time" (or reduced sentence credit) when they receive written disciplinary reports.

Contraband Prevention

Trinity advises all food service staff that they are to abide by the facility rules regarding entering the facility, and how to behave and conduct themselves while working in the jail environment.

We are guests in your facilities, and as such we know that we are subject to the applicable penalties associated with violating any rules set forth by the Authority. As a subset of the facility rules, Trinity maintains our own associate handbook and training modules that cover several aspects of the subject of contraband. We suggest employees minimize the personal items they bring in to the kitchen as much as possible. No purses, bags or backpacks will be allowed in the facility. If any Trinity team member is suspected of bringing contraband into the facility, an investigation will be launched and appropriate actions will take place if deemed necessary.

Our Staff will supervise inmates in conjunction with kitchen officers to minimize the opportunity for them to take items from the kitchen areas into the housing areas. Keeping things locked, routine inventories of smallwares, chemicals, etc. also helps maintain the accountability of contraband type items. Also, each tray is inspected for accuracy, portioning, and cleanliness as it moves through the serving line and each cart is inspected for accuracy before the line begins, as well as after it ends.

Deliveries and vehicle transport of trays are inspected by our staff to ensure no foreign items are brought into the food services areas. Unloading is supervised by Trinity Staff. Any incidents or suspicion of the passing of contraband are reported immediately to the facility administration.

Tool Control

All Class A and Class B contraband will be kept in a shadow box and/or closely controlled storage. (Shadow boxes will be inventoried into a bound log book three times a day.) The secured storage area will be inventoried daily.

Class A Contraband: (Any tool or item that will assist in an escape)

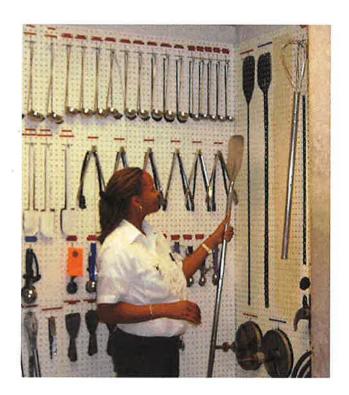
- Knives
- Cleaver
- Band Saw Blade
- Blades from a bread slicing machine
- Vertical Cutter Blade
- Food Cutter Blade
- Cutting parts from the meat grinder
- Gasoline or other explosives
- Acid

Class B Contraband: (Tools that can become weapons)

- Hammers
- Serving utensils
- Screwdrivers

A knife and tool cabinet equipped with a shadow board and adequate locking device shall be conveniently located in the Food Services Department. All hazardous knives and tools will be marked with an identification symbol. A complete and accurate inventory will be maintained in duplicate. One copy will be kept in the Food Services Department and another in the Chief Correctional Supervisor's office. The local institutional policy might also require that a copy of the inventory be kept in the central tool room.

The Food Service Director will survey and properly dispose of all broken or worn-out tools and arrange for their replacement. When a knife or tool is lost or misplaced, the Food Service Director and facility's Administration will be notified immediately. An inmate who may have had access to the tool will be held in the department until a thorough search has been made. A written, dated report to the Administration will be made covering the details of the loss of tool or knife.





Hot Items

All of the following commodities must be closely controlled, by keeping them in secure storage, because the inmate population has developed a use for them that could jeopardize health and security.

- Coffee
- Sugar
- Extracts
- Nutmeg or spices of the saffron flower
- Caustic pieces
- Waterproof polyethylene bags (bread bags)
- Hallucinogenic materials (glue, gasoline, solvents)
- Yeast is handled and disbursed only by a food service staff member. It is kept under close supervision until it is incorporated into the item being prepared. A metal box with a secure lock is provided, in a refrigerated area, for yeast storage. An inventory record is kept in the box, indicating date and quantity of issue, recipients, the balance on hand, and the initials of the supervisor making the entry.)

The responsibility for custody and security is placed on all food service personnel. Under no circumstance will a food service employee fail to take proper correctional action. Neglect in this respect is considered a serious violation of these policies and procedures. Situations in which a food service worker defaults on his/her custody responsibility will result in disciplinary actions.

Money, including small change, can be used to buy contraband from the free world. Inmates are not allowed to possess currency and our staff are instructed to not bring it into the institution, unless a secured locker is provided. Currency and credit cards will be placed in secured lockers when staff are in inmate contact areas.

The following pages contain excerpts from our Policy & Procedures Manual and sample security forms.



Policies and Procedures Manual



SUBJECT:SHARPS/KEYS/YEAST (MANDATORY)	PROCEDURE NUMBER: SS-003
ORIGINATING DEPARTMENT: QUALITY ASSURANCE	DATE ISSUED: <u>5/1/2014</u>
INITIATED BY: ACA STANDARDS FS057, ALDF 2D-01 / ALDF-2D-02, ACI 4-4096 / 4-4195	SUPERSEDES: ALL PRIOR

POLICY:

To control any article which might be used as a weapon, keys, utensils and yeast .

RESPONSIBILITY: All Foodservice Personnel

DEFINITIONS:

None

STANDARD:

FS057, ALDF-2D-02, ACI 4-4096

Written policy and procedure govern the control and use of foodservice keys, tools, and culinary equipment.

PROCEDURES:

KNIVES / SHARPS

- A list of all "potential weapons" must be developed from the kitchen equipment. The list should be a joint effort between foodserve and security.
- All Knives / Sharps should be tethered and attached to the respective workstation.
- All knives and other controlled kitchen utensils will be numbered by engraving a number on the upper metal part near a handle or some other easily observed area.
- The equipment will be listed by the appropriate number on the Controlled Items Inventory Sheet
- At the beginning of every work day, a counting of the "sharps" inventory will take place and the staff member will sign the sheet to signify every piece of equipment listed was there at that time.
- At the close of every work day, the visual count of every piece of equipment listed on the same sheet will be made and the staff will sign that the same inventory was there at the end of the day.
- During the day, the Controlled Item Sign-Out Sheet is used to document check out of equipment to staff and check in of that same equipment.
- Mid-morning and mid-afternoon or at "Count" times for the facilities, visual inventory is made by a staff member. The form is initialed by the staff member that "the equipment was present and accounted for".

REQUIRED DOCUMENTATION:

- Utensil Movement Log.
- Utensil Daily Inventory/Issue Log.
- Monthly Utensil Inventory



CONFIDENTIAL

Policies and Procedures Manual



PROCEDURES:

KEY CONTROL

FOR KEY SETS MANAGED WITHIN THE FACILITY:

- · There will be no issue of individual key sets.
- Every key set will be signed in/out at the time of use and return. (See attached form.)

FOR KEY SETS ISSUED TO ASSOCIATES:

- When the keys are issued, fill out a Key Issue Record. Require the employee to sign the form and file appropriately.
- Extra keys will be inventoried, labeled and kept in the Management Office Key Control Center.

GENERAL KEY CONTROL:

- All keys will be kept by Trinity Services Group Staff associates only. NO KEYS WILL BE GIVEN TO AN INMATE AT ANY TIME, FOR ANY REASON!
- All freezers, coolers, dry storage rooms, chemical storage areas, knife/sharp cabinets, and miscellaneous controlled areas shall be secured at all time.
- A staff member must accompany an inmate when in these areas to prevent pilferage, ie. drinking milk and juice in the dairy cooler, or eating cookies in the walk-in.
- Security officers should search all inmates at the end of their shift before leaving the kitchen area.
- This is the basic plan for handling keys in a Trinity Services Group managed unit. If your facility requires a different procedure, put the plan in writing, obtain administration approval signature and send copy to the Regional Office.

REQUIRED DOCUMENTATION:

- Key Control Document.
- Key Issue Document

PROCEDURES:

YEAST CONTROL:

- Yeast will be kept locked in a secure area at all times and under the control of a Trinity Services Group staff member.
- The yeast will be inventoried upon opening and closing each day.
- A sample Daily Yeast Control Form is attached. The form must be filled out each day with the following information:
 - o Amount of yeast on hand when opening and staff signature.
 - o The amount of yeast received, if any, the new total and a staff signature.
 - o The amount of yeast used for baking that day.
 - o The amount of yeast on hand at the end of the day and a staff signature.
 - Yeast will only be issued to a staff member. Only a staff member will mix the yeast into the menu item dough. No inmate shall be involved in this process.

REQUIRED DOCUMENTATION:

Daily Yeast Control Form.



UTENSILS DAILY INVENTORY/ISSUE LOG

DATE:	MEAL:	SUPERVISOR:

ITEM	PAR	INVENT	ISSUED KIT	ISSUED ODR	RETURNED KIT	RETURNED ODR	IN/OUT SFT. CH.
Rubber Spatula Large	2						
Wire Whip Large	1				83		
Wire Whip Medium	1						1
Wire Whip Small	1						
Service Spoons Solid	4						
Service Spoons Slot	2						
Ladle 8 oz	2						
Ladle 2 oz	3						
Ladle 1 oz	2						
Spoodle 8 oz Solid	1						
Spoodle 8 oz Perf	1					- 1	
Spoodle 6 oz Sólid	3						
Spoodle 3 oz Solid	2						
Spoodle 2 oz Solid	2						
Measuring Cup 1 c	1	1					
Scoop # 12	2						
Grill Spatula Small	2						
Grill Spatula Large	2						
Rubber Spatula Small	2						
Plastic Spoons ODR Lg	2						
Plastic Spoons ODR Sml	2						
Plastic Tongs ODR	8						
Plastic Ladle 1 oz ODR	8						
Pan Cake Disp.	1						





DATE	ITEM	TIME OUT	INMATE NAME	SUPVSR SIGN	TIME IN	SUPVSR SIGN
		-				¥
			-			
				<u> </u>		
			A.			

Location: _

TRINITY SERVICES GROUP, INC.

YEAST CONTROL LOG AND INVENTORY

Week of: __

AMOUNT ON HAND	PRODUCT TO BE USED IN	ISSUED TO AREA	ISSUE DATE	TIME OUT	STAFF ISSUED TO	AMOUNT ISSUED	AMOUNT REMAINING	STAFF
							G.	
				-				
		-						
		₹/						
		n e						
			-					



Preventative Maintenance Plan

Maintenance Service

Trinity will repair and maintain in good operational order all kitchen equipment under our authority. We will establish a preventive maintenance schedule for equipment and perform preventive maintenance services according to the specific manufacturer's recommendations. In situations where our staff cannot perform required repairs or maintenance, we will notify the County Administrator, and upon written approval, subcontract for needed services.

We would like to use the County's maintenance staff to assist in repairs and preventative maintenance and would reimburse County from the maintenance allocation indicted in our proposal. For any equipment that cannot be repaired to good working order, a negotiated replacement will be provided in the designated timeframe.

Maintenance expenses will be reconciled annually. If the expenses exceed the maintenance allocation, we will bill the County for the difference and if they are less, we will reimburse the County the difference.

Zone Maintenance

Trinity proposes to use a Zone Maintenance process. The zone maintenance process has proven to be extremely successful in maintaining and repairing, at a level suitable for food service operations, the exterior and interior building envelope of all food service areas. We will accomplish this by dividing areas of the kitchen into zones: such as refrigeration, cooking equipment, and dish machine.

Documentation

Trinity will keep a detailed history of maintenance activities for all equipment. Services performed under equipment warranties are also handled in the same manner, providing a complete and accurate chronicle of all activities. Three maintenance categories allows us to monitor repair trends and produce detailed and specialized reports.

- Corrective Maintenance is associated with the restoration of defective equipment.
- General Maintenance is associated with the installation or removal of food service equipment.
- Preventive Maintenance is associated with predefined services that are in accordance with manufacturers recommendations (i.e. periodic lubrication, replacement of filters, etc.) or as required by statute (i.e. certification of fire suppression systems, etc.).

Subcontracting

With prior written approval, Trinity will use the support of qualified and licensed sub-contractors on a limited basis for repairs or services that exceed the capability of the dietary maintenance staff. The hands-on experience of our existing maintenance staff make them uniquely qualified to effectively resolve over 98% of dietary maintenance issues. However, in order to provide the most efficient and cost effective maintenance services, we may need to use local service providers from time to time.

New Equipment

Trinity will go to extraordinary lengths to ensure that the equipment purchased, if any, is the best suited for the County's food service program. We will provide all equipment necessary to fulfill the terms of this contract, if any. Prior to the purchase of any new equipment, we will obtain County approval. We will submit all manufacturers' catalog sheets and technical documents when requesting new equipment.

Staffing

People have always made Trinity Services Group successful. We dedicate ourselves to people - ours, yours, and your population. We work diligently so that every customer is completely satisfied - every day of the year. Our success hinges on great people, our passion for great service, and our performance standards that deliver great results. Together, these elements help create and sustain leadership for our company and our clients.

The expertise, understanding, and dedication of our staff enables us to anticipate and exceed our clients' needs. Tto keep "good" people, we have created incentives that include bonus programs, educational assistance, special event recognition, and awards for jobs well done.

Trinity offers our staff medical, dental, vision, short and long term disability, and additional benefits. As such, we expect our staff to be responsible, productive, and security and safety conscious. They wear company branded uniforms and are trained on site by experienced personnel. Our employee handbook cover every aspect of employment with Trinity.

All Trinity candidates must pass a criminal background check and drug screen. Each facility has the option to review and approve candidates, and perform their own background check before a candidate is offered employment.





Support of On Site Employees

Trinity's overall support program starts with the following foundation:

- 1. Policies and procedures in place are designed to meet the obligations of the contract, as well as meet all applicable standards and regulations monitored by local or corrections affiliated agencies.
- 2. The Senior management team works through the transition process with the facility team.
- 3. Corporate Trinity teams such as Human Resources, Accounting, IT, Payroll, Fleet Management, Purchasing and Operations initiate the transition process.
- 4. Aggressive recruiting begins the search for the qualified site staff team. Once the team is hired, an orientation and training process begins and moves through a schedule which tracks all components to ensure timely completion.
- 5. Senior management works with the new staff (shadowing concept) through the transition and opening processes. Once established, the teams will slowly pull away and follow up with the site food service director and staff as needed.
- 6. Senior management returns regularly to conduct site visits/audits to ensure all aspects of the agreement are being provided for to the satisfaction of the client. Coaching, training and additional support are provided where needed.
- 7. Our Dietitian, Human Resources and other Corporate teams are always available via phone or e-mail to provide support whenever needed. Our training department schedules routine follow up sessions in areas of production, safety, and Servsafe training. All food service employees of Trinity are required to complete and maintain ServSafe certifications.
- 8. Trinity encourages facility security training be provided whenever applicable so we are completely aware of the agency expectations. Trinity maintains documentation of all logs or forms for easy inspection by the facility or visiting Trinity management.

On an ongoing basis, the Trinity Services District Manager and/or General Manager will visit at minimum twice per quarter and more often if requested by the Columbia County Sheriff's Office or the on site Trinity Food Service Director to ensure the highest quality of food services. During these visits, we will schedule meetings with our designated County liaisons and review services provided. If there are any issues or concerns we will immediately address them with our on site staff to resolve them.

Our District Manager is available 24/7, 365 days a year. We strive to return calls and emails to clients in hours, not days. Our Regional Dietitian will be on site for your opening and will use her expertise to ensure our staff is trained on all special diets, both religious and medical. This training has proven to be very valuable to all associates to ensure they are doing the right thing from day one! Our initial training and ongoing training through our Star Chat program, Monthly Quality Assurance Checklist, and District Support visits will ensure that all our associates are well trained to provide quality service to Columbia County.

Management Plan for Supervision of Inmates

Managing inmate workers is an extremely important part of Trinity's daily operations. Through the years, we have been a leader in the industry in developing effective and capable inmate work forces.

All kitchen inmate workers will be under the direct supervision of Trinity supervisors and food service director at all times. Your Trinity food service director will be a Certified ServSafe Instructor, and all supervisors are Certified ServSafe Food Safety Managers.

When the shift reports, the inmates are briefed on the meal plan and any new inmates are assigned positions. New inmate workers are given a short briefing to welcome them and provide information on how things work in the operation. Our staff will provide training to all inmate workers in proper hygiene, sanitation, food safety, and other aspects of food preparation.

Typically, we start any new workers at the simpler jobs (such as sanitation, dishwasher, pot washer, etc.) and allow them to work their way up (baker, cook, etc.) by performing tasks correctly and showing the desire and results. A list of inmate workers will be maintained and updated as needed.

Trinity staff are instructed to work with the Officers to handle any disputes to ensure the operation runs smoothly at all times. Doors are kept locked and inmates are instructed to remain in the break area during any down times.



Staff/Inmate Relations

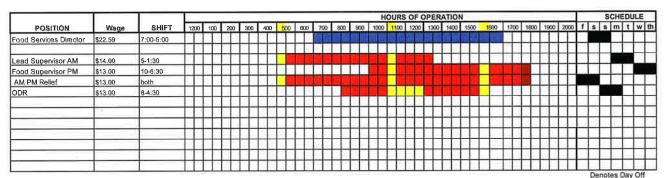
Our staff knows that working in a correctional kitchen requires not just knowledge of food service, but an understanding of the correctional environment and the influences that mold and shape it. All Trinity staff receive extensive pre-service and ongoing training on the effective methods of inmate supervision, inmate training, inmate relations, and PREA training. Detailed job descriptions and designation of responsibilities, along with this training, enable staff to supervise production, sanitation, service, and clean up.

As correctional food service supervisors, our Food Service Directors are expected to become part of your system and controls. Although they are not correctional officers, they fill the gap that is created in the kitchen environment. To correctly bridge this gap and still accomplish all food service goals using inmate labor, they strive to gain the respect of the inmates. Respect is the one "positive" emotion that motivates all workers (inside or outside of a correctional environment) to accomplish the tasks required of them.



Staffing and Visiting Support Schedule

Trinity Services Group Kitchen Columbia Couty Oregon



*Manager will be responsible for all kitchen operations while on shift.

"Line supervisors will assist with prep and aid with all sanilation (detail and routine).

*Sanitation will be ongoing throughout the shift. "Clean as you go" must be practiced at all times.

*Managers will provide inservice training to both staff and inmates.

Tray serving line Legend: Production/ service Clean-up Trays leave kitchen Sanitation

> Management Training Breaks Management Dulies

Trinity Services Group Support GM & DM **Columbia Couty Oregon**

			HOURS OF OPERATION							SCHEDULE																	
SHIFT	1200	100	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	f	s	6	m	t.	w t
Monthly visit			П			П																					
Quarterly visit			П		П	1									4	4		1	4	4		L		_	_	4	+
	-	H	H	+	H	H	\vdash	+	+		Н	H	+	H	+	H	\vdash	H	H	H	+	H	Н	\dashv	+	+	+
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*Manager will be responsible for all kitchen operations while on shift.

"Line supervisors will assist with pre-prep and aid with all sanitation (detail and routine).
"Sanitation will be ongoing throughout the shift. "Clean as you go" must be practiced at all times.

*Managers will provide inservice training to both staff and inmates.

Legend:

Pre-prep Production/ service Clean-up

Sanitation Am Pm Relief Management Training

Breaks

Management Duties

Training

Trinity Services Group believes that the key to successful food service lies in the quality of the people who manage the program. Whether senior management, unit managers, or supervisors, we are committed to producing and delivering the most innovative and effective associate development plan available. The dynamic learning programs we offer, leadership, management skills, interpersonal relations, human resource administration, client satisfaction, and financial accountability, validate this commitment and belief.

By providing the latest and most comprehensive corrections management tools for our staff, we fulfill our commitment to consistency, quality, sanitation, safety, and security. Innovative corrections-specific training materials and opportunities are available through our secure website.

We guarantee Columbia County a management and operations team that is the best in the business. We select, train, and promote people who have the skills and abilities to motivate and mentor hourly staff as well as inmate staff.

To guarantee that we provide you with the most qualified team, we:

- Hire highly motivated staff members who demonstrate dedication to providing exceptional service
- Provide our new employees with a comprehensive orientation to Columbia County's and Trinity's policies, procedures, and standards
- Require each management employee to complete training to be a trainer. This essential requirement, ensures that our standards and programs are implemented by staff and assigned inmates
- Consistently provide our associates with the most up-to-date correctional training materials
- Continuously offer comprehensive food service and quality assurance training

Trinity provides training for all associates both upon hiring with our "Rookie Fast Track Sessions". The District Manager, General Manager, and Regional Dietitian conduct on-site training for all associated at the inception of the contract. This will include but not be limited to:

- Contract specifications and Compliance
- Menu, Production, Tray Line Supervision and Special Diets
- Contingency Plans
- Management Log Book
- Quality Assurance
- Security
- PREA
- Inmate Relations

- Food Presentation
- Time and Temperature Controls
- Satellite Delivery Training
- Trinity Policies and Procedures
- Columbia County Policies and Procedures
- Sanitation Procedures for all Areas of the Kitchen
- Trinity Human Resources Information

Our managers are leaders — Our managers care that the job gets done right, not only the first time but also continuingly. They care about the associates who do their jobs, they foster common values, and they deliver superior service.



Orientation

In addition to having each new associate complete Columbia County's Orientation Program, Trinity offers a comprehensive orientation process called "Rookie's Fast Track." This two week program is facilitated in a virtual classroom environment that allows



for interactive webinar training and interactive sessions with the team member's Buddy and Food Service Director. A basic outline of the Rookie's Fast Track training is shown below.

eek	Day	Topics	Delivery Method
1	1	Intro to Client	FSD
		New Hire Orientation	Webinar
		Intro to Team Members	Buddy
		Outline Training Program/Expectations	FSD
		Common Sense Common Practice	Video
		Review Daily Operations	FSD
		Games Criminals Play: How You Can Profit by Knowing Them	Book/Webinar
		Prison Rape Elimination Act (PREA)	Webinar/Video
		Inmate Supervision Do's and Don't's	Webinar
		On the Floor - Managing a Shift	Buddy/POM Char
			in the last
	2	Contraband	Webinar
		Tool Control	Webinar
		Key Control	- Webinar
		Chemical Control	Webinar
		On the Floor - Managing a Shift	Buddy/POM Char
Jid.	Te X		
	3	Basic Food Bourne Illness	Webinar
		Cross Contamination	Webinar
		Cleaning and Sanitation	Webinar
		Clothing Contamination	Webinar
		Safe Food Environment	Webinar
		Review Health Inspection Report	Webinar/FSD
		Line Setup	Buddy
		On the Floor - Managing a Shift	Buddy/POM Char
	4	On the Floor - Managing a Shift	Buddy/POM Char
	5	On the Floor - Managing a Shift	Buddy/POM Char

Week	Day	Topic	Delivery Method
2	1 -	Rules of Storage	Webinar
		Proper Food Thawing	Webinar
		Proper Food Cooling	Webinar
		Proper Food Reheating	Webinar
		Taking Temperatures	Webinar
		Storage Areas	Buddy
	LEAN.		
	2	Proper Leftover Handling	Webinar
		Proper Portion Control (Line)	Webinar
		Recipe Compliance	Webinar
		The Food Flow	Buddy
	3	Pan & Portion Control (Production)	Webinar
		Financial Impact Knowledge 101	Webinar
		Dishroom	Buddy
	AL S		
	4	Production/Serving/Line/Production Paperwork Buddy	Buddy
	5	Sanitation	Buddy
	W.		
3		ServSafe Training	Handler's Test

T.A.R.G.E.T. Program

The T.A.R.G.E.T. Program is designed to support new employees' orientation to Trinity by pairing them with an experienced employee to help navigate the first 90 days. Responsibilities of the T.A.R.G.E.T. include:



- Being an informal resource for the new employee on policies, procedures, work rules, norms, etc.
- Identifying support resources for the new hire's first 90 days
- Providing additional introductions and help the new employee get to know other employees
- Helping identify any factors that may cause the new hire to leave the Company
- Meeting with the new employee regularly to provide support, answer questions and offer assistance

T.A.R.G.E.T.s are rewarded incentive points in Trinity's Reward and Recognition Program. Points are awarded at 90 days, with extra points awarded for each day the new employee stays on the job during the 90 days. Bonus points are awarded if the new employee is still on staff in six months.



Highlights of Trinity's In-Service Training

Staff-Inmate Relations In-Service Training

The Staff-Inmate Relations Handbook concisely conveys our company's philosophy on how associates should supervise workers who are in custody in a correctional facility. The ultimate result is effective inmate supervision.

Following is an excerpt from the lesson "Don't Put Yourself At Risk."

In correctional kitchen operations, theft, making brew or illegal alcohol drink (Hooch), the sabotage of equipment or food must be watched and checked continually. In our kitchen, these offenses are the major, most commonly tried schemes. Sometimes, the incidents are allowed to happen by less than diligent staff being manipulated by a "jail smart" inmate.

Although the set-up and manipulation is known by all inmates, it is important to emphasize that not all inmates engage in its use. But the practice of inmate manipulation is such a problem and incidents are so frequent, those working in corrections must be aware of the signs and phases for their safety and possibly the safety of other associates.

Be Professional - "The Do's"

- Learn to listen and observe
- Develop sensitivity to the inmate's body language and emotional changes
- · Investigate inmates' statements, take nothing at face value
- Leave your prejudices at home
- When giving directions, make sure that they're understood
- Ensure inmates have the means to carry out your directions
- Check on the inmate's progress in performing assigned tasks
- Be knowledgeable about the rules of your facility
- · Keep your promises
- Give directions in a confident, non-abrasive way
- Keep a professional manner
- · Be fair, firm, and consistent
- Be alert and when in doubt, ask

Be Professional – "The Don'ts"

- · Joke around
- · Try to be friends
- Be drawn into conversations that "put down" the administration or other staff members
- Allow malingering
- Take gifts from an inmate
- Allow an inmate to touch you
- · Use first names or allow an inmate to use your first name
- · Do favors
- · Allow familiar remarks
- · Play favorites

Learn to say No! Security Rules When Working With Inmates — The No's

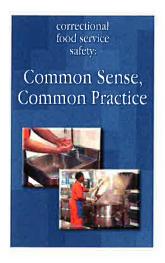
- No phones
- No mail
- No passing property or information
- · No relationships
- No keys
- No favors

Avoidance and Protection Tools

- Professionalism
- Recognition (know their tactics)
- · Communication monitoring (watch what you say)
- Effective use of "No"
- Confident commands (be fair, firm and consistent)
- Information gathering (learn and know your inmate workers)
- Procedural knowledge (know the rules and follow them)
- Your chain of command (use your supervisors as a source of information and keep them informed of problems or questions)
- Documentation (if it's not in writing it didn't happen)

HACCP Training

Hazard Analysis and Critical Control Points (HACCP) is a system of identifying hazards in the food production process and implementing control measures to prevent, eliminate, or reduce the hazard to an acceptable level. HACCP was developed in support of the space program in 1959 and has become a worldwide standard for food safety, endorsed by the SACMCF, WHO, USFDA, USDA and CDC. Trinity's Associate Training Program includes lessons to train and retrain all associates in the HACCP methodology.



Common Sense, Common Practice

The "Common Sense, Common Practice" program was developed as a corrections-specific instructional instrument to orient new workers and inmates in basic kitchen safety and procedures. These training instruments can be used to refresh current workers' and inmates' safety knowledge. "Common Sense, Common Practice" is divided into five distinct topics: Food Safety, Personal Safety, Ground Rules, Sanitation, and Chemical Supplies.

Safe Work Environment

Trinity addresses physical safety by conducting a training session that teaches our associates on the prevention of falls, cuts, burns, machine injuries, and fires.

We also conduct training on location on the written Hazard Communication Program and Safety Data Sheets (SDS). All associates are taught how to read, interpret, and use the SDS sheets.

PREA Training

The Prison Rape Elimination Act (PREA) law was passed in 2003 to help prevent, detect and response to sexual abuse in correctional facilities. This law requires facilities to adopt a zero-tolerance approach to sexual abuse and applies to all federal, state and local prisons, jails, police lock-ups, private facilities and residential facilities in a community setting.

Trinity requires every employee to attend a training session so that they may fully understand what constitutes sexual abuse and that sexual abuse is a punishable crime. The training teaches team members how to report any form of sexual abuse or harassment and how to respond if they see abuse taking place. Team members are also informed of the processes that take place during an investigation and after the investigation is complete.



STAR Chat

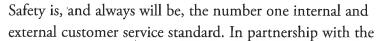
STAR Chat is a monthly training program designed to effectively communicate important information to our employees. We use the acronym STAR to represent our "Supervisor Training and Refresher." STAR Chat communicates Trinity's expectations of our employees, the reasons certain actions are important, and helps our employees become active participants in ensuring your facility is a safe, secure, and an efficient place to work. STAR Chat sessions also enable Trinity to communicate important company information to each of our employees.

Each distribution includes several topic outlines and a facilitator's checklist to help the session flow smoothly. Each unit manager is responsible for holding at least one of these sessions every month for all his/her employees, and an attendance verification sheet is completed at every session. STAR Chat also includes sessions for ongoing management training. Below are several STAR Chat samples.





ServSafe - Serving Safe Food Program





Educational Foundation of the National Restaurant Association, we offer a company-wide training and development program known as ServSafe...Serving Safe Food Program. This internationally acclaimed process, serving food safely in the workplace, consists of classroom lectures, associate study guides, videos, group discussions, case studies, and other teaching aides. Associates test for ServSafe certification after 180 days of employment.

ServSafe Starters™ Program

The ServSafe Food Handlers training and assessment program is a complete solution that delivers consistent food safety training to our hourly employees. ServSafe Starters covers five key areas in the four-hour course: Basic Food Safety, Personal Hygiene, Cross-contamination and Allergens, Time and Temperature, and Cleaning and Sanitation.

An employee guide is offered as an instructional tool for managers or as a self-study guide. The end-of-course assessment is conducted in a 40-question, Proctored test, and a Certificate of Completion is issued after passing the assessment.

ServSafe Food Protection Manager Certification

The ServSafe Food Protection Manager Certification is a 8- to 16-hour course that is designed to enable our managers to know food safety and its critical importance, and how to share that knowledge with every employee. The ServSafe Manager Certification Course includes lessons on:

- Sanitation Managers learn the dangers of foodborne illness, how to prevent it, and the keys to food safety. They'll learn where contamination starts, the components for good personal hygiene, and how every employee can be a safe food handler.
- The Flow of Food Through the Operation Our managers learn how to prevent cross-contamination, how to use time and temperature control effectively, as well as information regarding safe receiving, food storage, preparation and serving, and cooling and reheating. ServSafe also teaches active managerial control of critical foodborne-illness risk factors.
- Sanitary Facilities and Pest Management The ServSafe course covers all aspects of cleaning and sanitation in a practical, applicable manner, including pest management.
- Certification Exam The ServSafe Food Protection Manager Certification exam is taken after completing the training. It is a secured and proctored exam, accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).



Inmate Training Program

Trinity provides inmate training in many jails across the nation. All operations use a basic inmate- training program developed by our training department which is available online to all managers and locations. There are basic skills and knowledge that all food service personnel must have in order to prepare and serve food, including:

- Procedures for safe food handling
- Proper methods for maintaining a sanitary facility
- Knowledge of equipment operation and safety
- Food preparation methods, service standards, and quality control
- Food presentation, merchandising, and customer service



The primary objective of our Inmate Training Programs are to teach inmates skills that will give them the confidence and knowledge to perform their assigned job at a level that meets the requirements of the kitchen operation and the facility. The training process is not complicated or difficult to understand – it is simple and concise.

Before any inmate, regardless of previous experience, begins work in the kitchen, he or she must complete our initial inmate training program. The inmate learns the educational material and then applies it to his or her assigned kitchen duties. Inmate workers are placed in positions that commensurate with their knowledge and abilities as determined by an interview conducted by supervisory personnel. Inmates can advance by achieving appropriate levels of competency. Supervisory personnel formally evaluate an inmate's performance on a routine basis.

Our programs in Food Safety and Sanitation, Kitchen Skills, and ServSafe certification are easily modified based on inmate population, literacy levels, security requirements, and state and local regulations.

Inmate Training and Development Program

Our Kitchen Skills certification program features 13 classroom modules developed by certified ServSafe Proctors and Senior Trainers from Trinity. A dedicated trainer instructs, trains, and certifies facility managers to lead, demonstrate, and train pre-selected inmates. We use a specific "train-the-trainer" approach to quickly implement widespread, comprehensive programs across a corrections network. The ServSafe designation is recognized in all 50 states and widely seen as improving an applicant's ability to obtain AND retain a career position in the food service industry.



The material to be mastered is divided into two learning areas:

I — Food Safety and Sanitation

II — Kitchen Skills

Each learning area is segmented into specific lesson plans and handouts. It is recommended that all lessons in Section I be completed before beginning Section II. However, each lesson stands on its own merit and can be used independently to instruct inmate workers who have specific lesson-related experience, but may not have acquired the knowledge and experience relating to that specific lesson.

The instructor-led training provides the inmate trainee with practical knowledge to perform tasks at a satisfactory level, ensuring food safety as well as a high-quality product, while



learning valuable life skills. Inmates receive Certificates of Accomplishment upon successful completion of each segment of the program. We have included a course outline (below).



Inmate Training and Development Program TABLE OF CONTENTS

Section I: Food Safety and Sanitation

- 1-1 Orientation
- 1-2 Handwashing Procedures
- 1-3 Proper Use of Disposable Gloves
- 1-4 Eight Rules of Safe Food Handling
- 1-5 The Basics of Foodborne Illness
- 1-6 Cross-Contamination
- 1-7 Cloth Contamination
- 1-8 How to Sanitize a Food Preparation Table
- 1-9 Material Safety Data Sheets
- 1-10 The Three Compartment Sink
- 1-11 Operating a Dish Machine
- 1-12 How to Sanitize a Thermometer
- 1-13 Thawing Foods Properly
- 1-14 Cooling Procedures
- 1-15 Reheating Foods
- 1-16 Handling Leftovers
- 1-17 Proper Portion Controls at the Serving Line
- 1-18 Setting Up a Serving Line (Steam Table)

Section II: Kitchen Skills

- 2-1 What is a Menu
- 2-2 What is a Recipe
- 2-3 What is a Pull/Prep Sheet
- 2-4 What is a Food Production Record/Plan
- 2-5 Using Prep Time Safely
- 2-6 Types of Knives
- 2-7 Basic Knife Skills
- 2-8 Knife Safety Tips
- 2-9 Kitchen Equipment Safety Precautions
- 2-10 Kitchen Equipment Grinding, Slicing, and Pureeing
- 2-11 Kitchen Equipment Kettles and Steamers
- 2-12 Kitchen Equipment Stoves, Ranges and Ovens
- 2-13 Kitchen Equipment Griddles and Grills
- 2-14 Kitchen Equipment Types of Refrigeration
- 2-15. Kitchen Equipment Cleaning
- 2-16 Kitchen Equipment How to Operate



Accounting and Reporting

Trinity has developed an integrated computerized reporting and accounting system specifically for the corrections environment. The system gives management all the information they need to operate an efficient food service operation, without tying them to their computers. Using the system, Managers can:

- Enter goods received and vendor invoices
- Input and track payroll
- Enter inventory each week
- Enter meal count data
- Generate client invoices
- Track budgetary matters
- Correspond as needed, via e-mail
- Receive online support, as needed
- Access the corrections support system, complete with forms and policies
- Perform many other functions, as needed.

Our administrative and production based software solution offers an enterprise based platform which is supported centrally, while allowing for an infinite amount of variables to address specific needs of a single food service location.

NetMenu®

NetMenu® is our proprietary back-office food management program that is designed specifically for correctional operations and supported centrally. This web-based software allows users to control and manage all aspects of their food service responsibilities in a user-friendly environment. NetMenu® handles management functions that include:

- Food Production Management
- Inventory/Ordering Management
- · Voucher/Invoice/Requisition Management

We have built a support team dedicated to assisting our associates in using NetMenu®. Their duties include training, database development, program support, and manual/document development. Our secure support website provides a repository for training tools, documents and interactive aids, and information to assist associates in using the program. We have an ongoing mission of further developing NetMenu® to better fit the needs of our correctional market and provide more services to users of the program.

NetMenu® is compatible with the newest operating systems, and operates via a web-connection. It is capable of answering the needs of facilities, from small operations to large, complex, multi-layered operations.

Food Production

Knowing how much to cook, providing clear instructions on how to produce items, and scheduling production, are basic to good food production systems. NetMenu® assists in each area by automating processes and providing users with concise information. Menus specific to a facility are entered into the software and linked to all recipes required for the operation. Managers can easily print out recipes and production worksheets that are sized to the anticipated counts for a meal. If the counts change, new reports can be printed quickly. Worksheets include meal production instructions, pull sheets, and order guides. All worksheets and recipes are designed to aid unit personnel in managing their areas of responsibility. Procedures allow management to easily change and adjust menus to differing conditions.

After the meal is over, actual usage information is entered into NetMenu®, allowing users to assess meals served and fine-tune production for future meals. Reports provide information ranging from a particular meal to overviews of periods of meals.

Inventory/Ordering

Managing inventory and ordering correctly are two critical functions in any food service operation. NetMenu® automates many processes and helps ensure that unit management will have adequate products on hand at all times. Inventory management allows employees to track and control their inventory, ensuring that the proper amount of products are used on a timely basis. Order management allows appropriate interaction with vendors to ensure timely ordering of items in the proper quantities necessary to produce the menu. NetMenu® provides a link directly to many vendors' automated order entry systems, thus further easing the ordering process.

Voucher/Invoice/Requisition Management

NetMenu® assists Trinity staff to pay invoices in an easy, timely manner, ensuring that vendors deliver proper products in the quantities ordered. Voucher management frees up users to spend more time managing their operations by taking over many of the mundane processes associated with paying invoices and tracking vouchers. The voucher entry process helps ensure that what is ordered is delivered and that the proper price is paid for every item.



CBORD NetMenu

Production Recipe

Salad Pasta w/ Mixed Veg (1340-FS)

ΑII

Cooking Time: Serving Pan:
Cooking Temp: Serving Utensil:
Internal Temp:

Yield: 100 1 Cup Portions: 100 1 Cup

Ingredients & Instructions...

12 Pound Pasta Rotini (SU17006) 7 Gallon Water (Water) 1/4 Cup Oil Vegetable Salad (SU35005) Onion Yellow Fresh (PR11023) 1 Pound 4 Ounce 3 Pound 2 Ounce Fresh Green Bell Pepper (PR11025) 3 Pound 7 Ounce Carrots Fresh (PR11008) 3 Pound 12 Ounce Celery Fresh (PR11011) 3 Quart 1/2 Cup Dressing Salad (SU37016) 1 1/3 Tablespoon Pepper Ground Black (SU27026)

Procedure:

- 1. Bring water to a boil. Add pasta and cook for about 7 minutes or until tender. Drain pasta and cool down under running cold water. Once drained and cooled- mix oil to pasta to prevent lumping together. Hold pasta for step 3.
- 2. Clean and 1/8" dice the onions, peppers, carrots and celery.
- 3. Add salad dressing, and pepper. Mix all ingredients and blend well.
- 4. Cover, date and label, place in cooler to chill- CCP Keep chilled below 40 $^{\circ}$ F taking temperatures on line every 2 hours. Do not mix old product with new.

NetMenu

Production Summary Worksheet with Temperatures

Prep Area: All	Service Date:
----------------	---------------

Meal: Breakfast				Coo	king Temp	Hole	ding Temp	Hok	ding Temp	Corrective Action	
Item Name	Portion Size	Fcst	Prep/Left	Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials		
*Cake Coffee (5315-MX)	1/54 Slice	2,037	1		1		1		' ,		
Beverage Milk 1% (0008491)	1 Cup	2,057	1		1		/		/		
Bread Sliced White (BK16006)	2 Slice	2,057	1		1		1		/		
Cereal Corn Flakes Bulk (TR990248)	1 Cup	2,057	1		1		1		/		
Margarine Whipped (6220)	1/2 WZ	2,037	1		1		/		1		
Margarine Whipped (6220)	2 Tsp	20	1		/		1		,		
Peaches (5140-CN)	1/2 Cup	2,057	1		1		1		1		
Pepper Black PC (TR990322)	1 Each	2,057	1		1		1		/		
Salt PC (TR990323)	1 Each	2,057	1		1		1		,		
Sugar PC (TR990326)	2 Pk	2,037	1		1		1		/		
Sugar Sub Splenda PC (TR990325)	2 Pk	20	1		1		1		- /		
Turkey Bologna Sliced 1 (1905)	1 WZ	2,037	1		1		1	_	/		
Turkey Bologna Sliced 1 (1905)	2 WZ	20	1		1		1		,		

Meal: Lunch				Coo	king Temp	Hole	ding Temp	Hol	ding Temp	Corrective Action
Item Name	Portion Size	Fcst	Prep/Left	Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials	19
Applesauce Chilled (5105-CN)	1/2 Cup	20	1		/		1		1	
Beans Pinto (3065)	1 1/2 Cup	2	1		/		1		/	
Beans Pinto (3065)	1 Cup	2,055	1		1		1		/	
Beverage Fruit Drink Kiwi (4Kcal) (7008)	1 Cup	2,022	1		/		1		1	
Beverage Milk 1% (0008491)	1 Cup	35	1		/		1		1	
Carrots Steamed (4048-FZ DT)	1/2 Cup	2,057	1		1		1		1	
Cornbread (3555-MX)	1-1/54 Slice	2,057	1		/		1		1	
Margarine Whipped (6220)	1 Tsp	20	1		1		1		1	
Margarine Whipped (6220)	1/2 WZ	2,037	/		/		1		,	

^{*} Item was already produced on previous day.

Minimum Cooking and Holding Temperatures:

Seafood- including fish, - 145° F for 15 seconds;

All products thawed under refrigeration keeping its temperatu Poultry and casseroles 165° F; *15 seconds

Reheat Foods to 165° F for at least 15 seconds Hot Holding 140° F or above temp taken every 2 hours

Ground Meat: including beef, and ground seafood 165° F
Cold Holding 40° F or below temp taken every 30 min - not to exceed 6 hours

Production Summary Worksheet with Temperatures

Prep Area: All

Service Date:

Meal: Lunch				Coo	king Temp	Holo	ding Temp	Holo	ding Temp	Corrective Action
Item Name	Portion Size	Fcst	Prep/Left	Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials	
Pepper Black PC (TR990322)	1 Each	2,057	1		1		1		1	
Pudding Chocolate (5915-MX)	1/2 Cup	2,037	1		1		1		1	
Salt PC (TR990323)	1 Each	2,057	1		1		1		1	
Turkey Ham Hot 3 (1920)	2 WZ	20	1		1		1		1	
Turkey Ham Hot 3 (1920)	3 WZ	2,000	1		1		1		1	
Turkey Ham Hot 3 (1920)	4 WZ	35	1		1		1		1	

Meal: Dinner				Coo	king Temp	Hole	ding Temp	Hole	ding Temp	Corrective Action
Item Name	Portion Size	Fcst	Prep/Left	Time	Temp/Initials	Time	Temp/Initials	Time	Temp/Initials	
*Cake Yellow Iced White (5378-MX)	1/54 Slice	2,037	1		1		1		1	
Beans Pinto (3065)	1 Cup	2	1		1		1		1	
Beverage Fruit Drink Grape (4Kcal) (7005)	1 Cup	2,002	1		1		1		1	
Beverage Milk 1% (0008491)	1 Cup	55	1		1		1		1	
Bread Bun Hot Dog (0008709)	1 Each	2,057	I		1		/		1	
Corn Steamed (4064-FZ DT)	1/2 Cup	2,057	1		1		/		1	
Dressing Salad Italian (6010-SCR)	1/2 FZ	2,057	1		1 :-		1		1	
Fruit Fresh Orange 113 (TR990602)	1 Each	20	1		1		1		1	
Mustard Yellow PC (SU34019)	2 Each (9 gm)	2,057	1		1		1		1	
Pepper Black PC (TR990322)	1 Each	2,057	1		1		/		1	
Salad Lettuce Mix (1030-BG)	1/2 Cup	2,057	1		1		1		1	
Salt PC (TR990323)	1 Each	2,057	1		1		1		1	
Turkey Polish Sausage 3 (1960)	3 WZ	2,055	1		1		1		1	

* Item was already produced on previous day.

Minimum Cooking and Holding Temperatures:

All products thawed under refrigeration keeping its temperati

Poultry and casseroles 165° F; *15 seconds

Ground Meat: including beef, and ground seafood 165° F Cold Holding 40° F or below temp taken every 30 min - not to exceed 6 hours

Seafood- including fish, - 145° F for 15 seconds; Reheat Foods to 165° F for at least 15 seconds

Hot Holding 140° F or above temp taken every 2 hours



								On-Hand	Invento
					Inve	ntory Ba	sed On Activit	y through:	4/15/2015
All									
Item Name	Last Physical Count	Stock Unit	Last Count Quantity	Received Quantity	Requisitions In	Out	Calculated U	JnProcessed Deliveries	Predicted On Hand
Applesauce Unsweetened CND	2015-04-09	6/#10 Can	0.00	42.00	0.00	0.00	42.00	15.00	57.00
Apron Plastic 24x42	2015-04-09	10/100 Each	5.00	0.00	0.00	0.00	5.00	0.00	5.00
Bacon Bits	2015-04-09	12/1 Pound	1.00	1,67	0.00	0.00	2.67	0.00	2.67
Bag Carryout	2015-04-09	100 Each	2.00	0.00	0.00	0.00	2.00	0.00	2.00
Bag Paper Brown 6 Lb	1900-01-01	4/500 Each	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Bag Paper Brown 8 Lb	2015-04-09	4/500 Each	1.50	0.00	0.00	0.00	1.50	0.00	1.50
Base Beef Economy	2015-04-09	25 Pound	9.00	0.00	0.00	0.00	9.00	0.00	9.00
Base Beef Soup & Gravy CC-102	2015-04-09	12/1 Pound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Base Chicken	2015-03-05	25 Pound	9.00	0.00	0.00	0.00	9.00	0.00	9.00
Base Chicken Economy	2015-04-09	25 Pound	3.00	0.00	0.00	0.00	3.00	0.00	3.00
Basil Ground	2015-04-09	1 Pound	33.00	0.00	0.00	0.00	33.00	0.00	33.00
Basket Liner Paper 12x12	1900-01-01	1000 Each	0.00	0.00	0.00	0.00	1.00	0.00	1.00
Beans Baked Vegetarian CND	2015-04-09	6/#10 Can	1.33	0.00	0.00	0.00	1.33	0.00	1.33
Beans Green FRZ	2015-04-09	30 Pound	15.00	0.00	0.00	0.00	15.00	0.00	15.00
Beans Kidney DRY	2015-02-05	50 Pound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beans Navy Dry	2015-04-09	50 Pound	0.00	5.00	0.00	0.00	5.00	0.00	5.00
Beans Pinto DRY	2015-04-09	50 Pound	34.00	15.00	0.00	0.00	49.00	19.00	68.00
Beard Guard	2015-04-09	10/100 Each	15.00	0.00	0.00	0.00	15.00	0.00	15.00
Beef Base	2015-03-05	25 Pound	12.00	0.00	0.00	0.00	12.00	0.00	12.00
Beef E&P FC	2015-04-09	40 Pound	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beef Ground 80/20	2015-04-09	3/10 Pound	5.66	0.00	0.00	0.00	5.66	0.00	5.66
Beef Philly Steak	2015-04-09	48/4 Ounce	6.50	0.00	0.00	0.00	6.50	0.00	6.50
Beef Philly Steak 4 Oz	2015-03-05	48/4 Ounce	7.20	0.00	0.00	0.00	7.20	0.00	7.20
Beverage Mix Grape 5WZ CC-804	2015-04-09	72/5 Ounce	5.00	0.00	0.00	0.00	5.00	0.00	5.00





Invoice by Product Group

PO Number:

PO Date: 4/15/2015 Delivery Date: 4/15/2015

Confirmation:

Account #:

Coffee Connection

	Product Group	Account	Codes	Purchases
Rollup Product Grou	р	Debit	Credit	
	Beverages	411054	411054	41,38
Beverages				41.38
Beverages				41.38
	Groceries	411039	411039	886.85
Groceries				886.85
Groceries		8	11	886.85
27	Paper Supplies	411075	411075	1,498.69
Paper Supplies				1,498.69
Paper Supplies				1,498.69
Order Total:				2,426.92

Menus

Trinity's menus will meet the daily requirements specified by your facility. We will also prepare meals for traditional holidays, special medical and religious diets, and lockdown meals as required.

Menus are developed based on the per day calorie count set by the facility. Menus are reviewed annually.

Working with Regional Dietitians, our Menu Development Team creates standard and unified menus from the more than 4600 recipes stored in our database using our Test Kitchen.

The Test Kitchen also develops menus and standardized recipes and tests alternate products and cooking methods. All recipes use quality foods and meet nutritional requirements.

Once a menu is approved by our internal departments, it is sent to the facility for approval. Upon approval, the Food Service Director uses NetMenu[™], described in our proposal, to print out recipes and production worksheets that are sized to the anticipated counts for a meal.

Menu Substitution Policy

Substitutions are only made for:

- 1. Vendor failure to deliver
- 2. Equipment malfunctions causing inability to properly prepare the menu item
- 3. Internal disasters (i.e. Power Failure)
- 4. Food item unfit for inmate consumption

When substitutions are necessary, you will be notified BEFORE service and approval will be obtained before implementing substitutions in the menu. All menu substitutions will be recorded on the Menu Substitution Log for reference to the reason for the substitution, the nutritional value, contract compliance, and facility approval.

All substitutions are approved by the Food Service Director and at the end of each month, he/she will review, sign, and file the log. A complete list of approved substitutions is recorded in the Menu Substitutions section of our Diet Manual.

Meal Quality

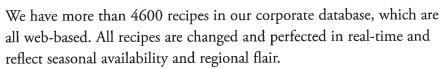
Our policy is to provide quality food service to the correctional environment. This means, the staff is constantly on alert, monitoring all phases of food production and service, which includes purchasing, receiving and food storage. The result is a high-quality, safe menu for inmates at an affordable price for the facility.

Our quality assurance program is based on the American Correctional Association (ACA) Standards. Trinity's standards are based on the FDA Food Code and are housed in our comprehensive Quality Assurance Standards and Solutions Manual, which includes standard operating procedures (SOPs), sanitation standard operating procedures (SSOPs), and HACCP (hazard analysis and critical control points) compliance plans. Unique to this manual is the identification of detailed solutions and helpful information for each standard.



Support Services

Trinity's Corporate Chefs work with registered dietitians, purchasing, and our operation teams to develop menu ideas and products. Our chefs also develop production training videos to assist in deploying new recipes to ensure consistency and quality.





Our Strategic Partnerships with vendors and food manufacturers have resulted in several unique proprietary items that can be offered by Trinity such as:

- Beverage Items Sunrise Citrus breakfast beverage
- Bakery Items Roll & Loaf Mix, Sugar Cookie Mix
- High quality, specially made seasoning packs

All of our proprietary items were created in Trinity's test kitchen and have been panel taste-tested.

Use of Wild Game

We will develop recipes to have on hand to use wild game meat if it is provided to the Columbia County Jail, Trinity will work the usable portions into the menu as much as possible given caloric and nutrient values guidelines. Trinity will apply a credit towards regular meals based on our cost for similar or like items of usable portions served.

Food Product Safety and Quality

Trinity aggressively supports all procurement programs and processes in pursuit of providing the safest and highest quality product to our clients.

The Procurement team recruits, retains, and deploys qualified professionals to ensure best-inclass vendor and product certification with all stakeholders. The team monitors the cost and delivery performance through proprietary key operating indicators.

Supplier Approval Process

Trinity has identified the safety of incoming goods as a critical point in all unit-level HACCP plans and programming. Our pursuit of vendor certification is an essential program critical to all of our operators. A fundamental requirement of our HACCP plan is that product purchases are only from a Trinity Services Group approved supplier.

All opportunity buys or "spot buys" facilitated through our distribution chains are first checked for quality. All products are also USDA inspected Grade B or better. All distribution suppliers follow and meet HACCP guidelines.

The centerpiece of the Trinity vendor Quality Assurance Certification is our requirement of an independent, professional assessment of supplier facilities and operating standards, and validation of their compliance with applicable regulatory requirements to ensure compliance with Trinity's expectations. A third-party-conducted "Good Manufacturing Practices," "Warehouse and Distribution Center," or "Good Agricultural Practices" audit is required to be submitted for review (the audit type is dependent upon the nature and scope of the supplier's business). Trinity's quality assurance expectations are met if the supplier achieves an acceptable result.

Vendor Complaint / Issue Resolution Process

Trinity has a dedicated and robust vendor complaint process. If a unit has an issue with a product, they are trained to reach out immediately to their District Manager. The District Manager then completes a vendor complaint form and sends to the Procurement team. Procurement will take swift and appropriate action to investigate the complaint.

The Procurement team closely monitors the USDA, FDA, and other product safety-related websites daily for product recall and withdrawal announcements. Our manufacturer and distributor partners also notify us of recalls/ withdrawals.



Minimum Food Specifications

Meat/Seafood

All meats, meat products, poultry, poultry products, and fish must be government inspected.

- Beef shall be USDA inspected
- Pork shall be U.S. inspected
- Poultry shall be USDA inspected
- Seafood packed under Federal Inspection (PUFI); frozen fish must be a nationally recognized brand

Dairy Products

All dairy products must be U.S. government inspected.

- Fresh eggs, USDA Grade A or equivalent, 100% candled
- Frozen eggs, USDA inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color; U.S. Grade B
- Canned fruits and vegetables selected according to requirements, U.S. Grade B or Fancy. Fruits will be packed in light syrup or water
- Frozen fruits or vegetables shall be U.S. Grade B Choice or better

Baked Products

Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on-premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

Staple Groceries

Staple groceries to be of a quality commensurate with previously listed standards.



Diet Guidelines for Correctional Institutions

For your review, we have provided herein the Table of Contents from *Trinity's Diet Manual for Correction Institutions*, along with descriptions of special diet accommodations.

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Section I General Information

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Diet Manual Acknowledgement Dietary Management Procedures

Restricted Diet Guidelines

Restricted Diet Orders/Cancellations Regular Menu

Section II Medical Diet Parameters/Guidelines

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Mechanical/Dental Soft Diet Nutrition Support/Pregnancy Diet Consistent Carbohydrate Guidelines Low Sodium/Low Fat (Heart Healthy)

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Renal Diet-Restricted Protein, Sodium, Potassium and

Phosphorus

Renal Disease Sample Meal Plan (Non-Dialysis)

Renal Dialysis Sample Meal Plan

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Gluten Intolerance Meal Plan

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Menu Substitutions

Approved Substitutions Guidelines

Support Management of Unplanned Diet Orders

Section IV Helpful Resources



Diet Manual Excerpts

Trinity has provided the following excepts from our Diet Manual for your review.

Dietary Management Procedures

Attention to the special dietary needs of the inmate population is a critical area of concern. The on-site food service team will carry out the following management procedures:

- A high-quality Dietary Program that meets all the requirements of the facility
- A Program that meets all standards set forth by the American Correctional Association
 - A Program that meets the recommendations of the National Academy of Sciences, Board of Medicine
 - A Program that meets the recommendations of the National Commission on Correctional Health Care of the American Medical Association
 - A Program that meets dietary guidelines set forth by the Academy of Nutrition and Dietetics and the American Diabetes Association

Restricted Diet Guidelines

- 1. Trinity Services Group will provide the necessary supervision and training to ensure restricted diets are prepared and served according to the guidelines. Documentation of diet meals served to inmates will be maintained according to institutional guidelines.
- 2. Restricted diets will be evaluated by a Registered Dietitian (RD) at least annually to ensure they meet the nationally recommended allowances published by the National Academy of Sciences and/or contract parameters.

- 3. Medical diets shall be ordered by a Health Care Provider or Medical Authority. Medical diets will be ordered, revised or canceled according to local policies and procedures at each institution. Prescriptions for diets should be specific and provided in writing to the food service department.
- 4. Dietary education of inmates is the responsibility of the medical and/or dental staff.
- 5. The regular menu will be the basis for all restricted diets developed by the Registered Dietitian. Requests for food based on inmate preference shall not be considered and should not be ordered by health care providers.
- The Regional Dietitian is available for nutrition consultation upon request by the health care provider or medical authority. Please contact the FSD for contact information.

Regular Menu and Diet Meal Patterns

- The regular menu is developed by your Regional Registered Dietitian to meet the Estimated Average Requirements and the Dietary Reference Intakes for the age, sex and activity level of the population for major nutrients as defined by the Nutrition Labeling Education Act. A nutrition statement is prepared and signed annually, or as required by contract, by the Regional Dietitian.
- Acceptability, cost containment, and constraints inherent in a corrections environment are considerations for the development of the regular menu in addition to nutritional requirements.

Trinity's Standard Restricted Diets

DIET TYPE	DESCRIPTION
Regular Menu Male/Female	The standard menu provides calories, protein, vitamins and minerals for healthy adults. The caloric level is determined by contractual requirements.
Diabetic Diet-Consistent Carbohydrate	Follows the regular menus as closely as possible, with the modified portions providing consistent carbohydrates throughout the day. Replaces concentrated sweets with sugar free or lower sugar items. An HS snack is provided for insulin dependent diabetics.
Insulin Dependent Diabetic Diet-Calorie Controlled Menus available: 1800/2500 calorie	Standard Diabetic Meal Plans for Insulin Diabetics-Diabetic/ Calorie Controlled Diets. The menu follows the regular menu when possible using low fat preparation methods such as baking or broiling, and includes an HS snack. Diet parameters approximately 50% calories from carbohydrates, 20% calories from protein, and 30% calories from fat. Note: the HS snack provided is part of the caloric total of the diet.
Low Fat/Cholesterol/Salt/Diet used for Hypertension, Hyperlipidemia, CHD, Non-Insulin Dependent Diabetes and Gall Bladder Problems	Less than 30% of the calories derived from fat, less than 300mg Cholesterol, 3gm Sodium, and 30-35gm Dietary Fiber. The menu follows the regular menu when possible using low fat preparation methods such as baking or broiling.
High Fiber	Provides an additional 1 cup of cooked dried beans per day to supplement dietary fiber content of daily meals.
Dental Mechanical	The menu has been mechanically manipulated to meet the needs of inmates with limited chewing abilities. No supplementation is necessary.
Clear Liquid	Provides transparent fluids and glucose for energy. Expires after 3 days. Used only to provide hydration and energy for pre-test, flu, or post-operative conditions
Full Liquid or Long Term Full Liquid	Diet composed of fluid or semi-fluid easily digestible foods. Intended to be a transitional diet, will be low in fiber and nutrients used exclusively for extended periods of time. Used post surgically or in cases of limited chewing abilities. The caloric variance is because of the addition of two high calorie shakes for full liquid diets or broken jaw diets for long term use.
Enhanced Calorie/Protein	Suitable for pregnancy or situations unintentional, significant weight loss secondary to a disease process. The regular menu is served with an HS snack. Additional portions at meals may be provided, based on calorie/protein content of the regular menu.
Renal Renal Disease Diet Renal Dialysis Diet	Limits, as appropriate for each diet, the quantity of protein, sodium, and potassium provided daily.
Gluten Free	A gluten free meal plan is used to enable use of regular menu items as much as possible. The meal plan eliminates gluten containing foods: wheat, rye, barley, and oats.



Sample Holiday Menus

We will meet with your representative to determine the type of meal best suited to your population based on any price restrictions. We have included several samples below for your review.

Thanksgiving

Roast Turkey Breast with Gravy Sage Dressing Mashed Potatoes Buttered Green Beans Perfection Salad Hot Buttered Dinner Roll Pumpkin Cake

Christmas

Roast Turkey Breast with Gravy Cornbread Dressing Mashed Sweet Potatoes Broccoli Cuts Fruited Gelatin Salad Hot Buttered Dinner Roll Pumpkin Square

4th of July

Barbecued Chicken Steamed Collard Greens Buttered Whole Kernel Corn Apple Cobbler

Memorial Day

Cheeseburger Baked Beans Potato Wedges Brownie

Labor Day

Hot Dogs Baked Beans Spicy Coleslaw Peach Cake

Adult Cycle Menu with Nutritional Analysis

Friday	Catuaday	0			Regular	Wee			
	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday			
Breakfast	in a company of the								
Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	il, 1 Each 1/54 Cut Coffee Cake, 1 1/54 Slice Biscuit, 1 Each 1/54 Cut Bolled Egg, 2 Each Peanut Butter, 1 Each 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each Milk 1%, 1 Each Milk 1%, 1 Each Milk 1%, 1 Each		Cold Cereal, 1 Cup Turkey Ham, 2 WZ Biscuit Cinnamon, 1/54 Cut Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Turkey Ham, 2 WZ Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Bolled Egg, 2 Each Bread, 2 Slice Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each			
Lunch	FE IF I'M STATE OF STATE					That they i Ladir			
Meat Sauce, 3/4 Cup Spaghetti, 1 Cup Green Beans, 1/2 Cup Garlic Roll, 1 Each Sugar Cookie, 2 WZ Beverage, 1 Each	Milk 1%, 1 Each		Chili Mac, 1 1/4 Cup Coleslaw, 1/2 Cup Cornbread, 1 1/54 Cut Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each	Scalloped Pot w T Ham, 1 1/4 Cup Green Beans, 1/2 Cup Combread, 1/54 Cut Margarine, 1/2 WZ Sugar Cookie, 2 WZ Beverage, 1 Each	Country Stew, 1 1/4 Cup Cabbage & Carrots, 1/2 Cup Biscuit, 1 Each 1/54 Cut Margarine, 1/2 WZ Snickerdoodle Cookie, 2 WZ Beverage, 1 Each	Turkey Tetrazzini, 3/4 Cup Macaroni, 1 Cup Mixed Vegetables, 1/2 Cup Roli, 1 Each Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each			
Dinner	The same of the same								
Burrito Filling, 3/4 Cup Fortilla Flour, 2 Each Spanish Rice, 1 Cup Com Seasoned, 1/2 Cup Salsa, 2 FZ Cake, 1/54 Cut Beverage, 1 Each	Chicken Patty, 1 Each Gravy Brown, 1/4 Cup Macaroni & Cheese, 1 Cup Mixed Vegetables, 1/2 Cup Bread, 2 Silce Margarine, 1/2 WZ loed Cake, 1/54 Cut	Spanish Rice w/ Meat, 1 1/4 Cup Corn Seasoned, 1/2 Cup Cornbread, 1 1/54 Cut Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Frankfurter Turkey, 2 Each Oven Browned Potatoes, 1 Cup Chili Beans, 1/2 Cup Hot Dog Bun, 2 Each Mustard, 1 Tbsp Ketchup, 1 Tbsp Iced Cake, 1/54 Slice	Sweet & Sour Turkey, 3/4 Cup Rics, 1 Cup Mixed Vegetables, 1/2 Cup Roll, 1 Each Margarine 1/2 WZ Spice Cake, 1/54 Cut Beverage, 1 Each	Meatiosf, 4 Wz Gravy Brown, 1/4 Cup Mashed Potatoes, 1 Cup Broccoli, 1/2 Cup Bread, 2 Stice Margarine, 1/2 WZ Iced Cake, 1/54 Cut	Chill Con Carne, 3/4 Cup Rice, 1 Cup Corn Seasoned, 1/2 Cup Cornbread, 1 1/54 Cut Margarine, 1/2 WZ Iced Cake, 1/54 Slice Beverage, 1 Each			

Trinity Services Grou	р	COLUMBIA	COUNTY OR 2019		Regular					
Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday				
Breakfast	MARKET STATE									
Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Boiled Egg, 2 Each Biscuit Cinnamon, 1/54 Cut Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Boiled Egg, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Turkey Harn, 2 WZ Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Bread, 2 Slice Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each				
Lunch										
Salisbury Patty, 4 Ounce Patty Gravy Brown, 1/4 Cup Mashed Potaloes, 1 Cup Carrots, 1/2 Cup Roll, 1 Each Pudding, 1/2 Cup Beverage, 1 Each	Meat Sauce, 3/4 Cup Macaroni, 1 Cup Peas, 1/2 Cup Garlic Roll, 1 Each Margarine, 1/2 WZ Snickerdoodle Cookie, 2 WZ Beverage, 1 Each	Sloppy Joe, 4 WZ Oven Browned Potatoes 1 Cup Colesiaw, 1/2 Cup Hamburger Bun, 1 Each Ketchup, 1 Tibsp Pudding, 1/2 Cup Beverage, 1 Each	Turkey, 4 WZ Gravy Brown, 1/4 Cup Mashed Potatoes, 1 Cup Carrots, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Snickerdoodle Cookie, 2 WZ Beverage, 1 Each	Chicken Patty, 1 Each Potato Salad, 1 Cup Cabbage & Carrots, 1/2 Cup Hamburger Bun, 1 Each Ketchup, 1 Thsp Pudding, 1/2 Cup Beverage, 1 Each	Frankfurter Turkey, 2 Each Macaroni Salad, 1 Cup Mixed Vegetables, 1/2 Cup Hot Dog Bun, 2 Each Mustard, 1 Tbsp Sugar Cookie, 2 WZ Beverage, 1 Each	Fiesta Casserole, 1 1/4 Cup Peas, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each				
Dinner			SECTION BUSINESS	(Carlo Mariana Andrews)						
Taco Mix, 3/4 Cup Shredded Cheese, 1/2 WZ Chill Beans, 1 Cup Corn Seasoned, 1/2 Cup Salsa, 2 FZ Total Flour, 2 Each Cake, 1/54 Cut	T Ham Au Gratin, 1 1/4 Cup Mixed Vegetables, 1/2 Cup Cornbread, 1 1/54 Cut Margarine, 1/2 WZ Iced Cake, 1/54 Cut Beverage, 1 Each	Turkey Tetrazzini, 3/4 Cup Macaroni, 1 Cup Peas, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Cake, 1/54 Cut Beverade, 1 Each	Chili Mac, 1 1/4 Cup Green Beans, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Iced Cake, 1/54 Slice Beverage, 1 Each	Stroganoff, 3/4 Cup Macaroni, 1 Cup Broccoli, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Spice Cake, 1/54 Cut Beverage, 1 Each	BBO Poultry, 3/4 Cup Rice Pilaf, 1 Cup Carrots, 1/2 Cup Bread, 2 Slice Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Goulash Casserole, 1-1/4 Cup Biscutt, 1 Each 1/54 Cut Margarine, 1/2 WZ Spice Cake, 1/54 Cut Beverage, 1 Each				

Trinity Services Gro	·	COLUMBIA	A COUNTY OR 2019		Regular					
Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday				
Breakfast										
Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Wilk 1%, 1 Each	Dut Coffee Cake, 1 1/54 Slice Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Sugar Packet, 1 Pk Milk 1%, 1 Each Milk 1%, 1 Each Milk 1%, 1 Each Milk 1%, 1 Each Sugar Packet, 1 Pk Milk 1%, 1 Each Milk 1%, 1 Each Sugar Packet, 1 Pk Milk 1%, 1 Each Spanish Rice w/ Meat, 1 1/4 Cup		Turkey Ham, 2 WZ Sugar Packet, 1 Pk	Cold Cereal, 1 Cup Bisc.iit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Turkey Ham, 2 WZ Biscuit Cinnamon, 1/54 Cut Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Bread, 2 Slice Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each				
Lunch						- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
Sweet & Sour Turkey, 3/4 Cup Rice, 1 Cup Cabbage & Carrots, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Sugar Cookie, 2 WZ Beverage, 1 Each	Country Stew, 1 1/4 Cup Broccoli, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each	Frankfurter Turkey, 2 Each Beans Bakked, 1 Cup Green Beans, 1/2 Cup Hot Dog Bun, 2 Each Mustard, 1 Tbsp Snickerdoodle Cookle, 2 WZ Beverage, 1 Each	Spanish Rice w/ Meal, 1 1/4 Cup Mixed Vegatables, 1/2 Cup Cornbread, 1 1/54 Cut Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each	Chicken Patty, 1 Each Macaroni & Cheese, 1 Cup Colesiaw, 1/2 Cup Hamburger Bun, 1 Each Dressing Salad, 1 FI Oz Pudding, 1/2 Cup Beverage, 1 Each	Sloppy Joe, 4 WZ Garlic Fried Potatoes, 1 Cup Green Beans, 1/2 Cup Hamburger Bun, 1 Each Ketchup, 1 Tbsp Sugar Cookie, 2 WZ Beverage, 1 Each	Burrito Filling, 3/4 Cup Tortilla Flour, 2 Each Spanish Rice, 1 Cup Corn Seasoned, 1/2 Cup Salsa, 2 FZ Snickerdoodle Cookle, 2 WZ Beverage, 1 Each				
Dinner										
Furkey Ham, 4 WZ BBQ Beans, 1 Cup Green Beans, 1/2 Cup Dombread, 1 1/54 Cut Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Salisbury Patty, 4 Ounce Patty Gravy Brown, 1/4 Cup Scalloped Potatoes, 1 Cup Carrots, 1/2 Cup Biscuit, 1 Each 1/54 Cut Margarine, 1/2 WZ Leed Cake, 1/54 Cut Beverage, 1 Each	Turkey Teriyaki, 3/4 Cup Rice, 1 Cup Peas, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ leed Cake, 1/54 Slice Beverage, 1 Each	Meatloaf, 4 Wz Gravy Brown, 1/4 Cup Mashed Potatoes, 1 Cup Green Beans, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Iced Cake, 1/54 Cut Beverage, 1 Each	Chili Con Carne, 3/4 Cup Rice 1 Cup Com Seasoned, 1/2 Cup Cornbread, 1 1/54 Cut Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Meat Sauce, 3/4 Cup Macaroni, 1 Cup Mixed Vegetables, 1/2 Cup Garlic Roll, 1 Each Margarine, 1/2 WZ Iced Cake, 1/54 Cut Beverage, 1 Each	Turkey, 4 WZ Gravy Brown, 1/4 Cup Mashed Polatoes, 1 Cup Carrots, 1/2 Cup Bread, 2 Silice Cake, 1/54 Cut Beverage, 1 Each				

Trinity Services Gro	oup	COLUMBIA	A COUNTY OR 2019		Regular	Week		
Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday		
Breakfast								
Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Turkey Ham, 2 WZ Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Boiled Egg, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Turkey Harn, 2 WZ Biscuit Cinnamon, 1/54 Cut Sugar Packet, 1 Pk Milk 1%, 1 Each	Cold Cereal, 1 Cup Bread, 2 Slice Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Milk 1%, 1 Each		
Lunch								
Turkey Stir Fry, 3/4 Cup Rice, 1 Cup Peas, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each	Meat Sauce, 3/4 Cup Macaroni, 1 Cup Green Beans, 1/2 Cup Garlic Roll, 1 Each Margarine, 1/2 WZ Sugar Cookie, 2 WZ Beverage, 1 Each	Chili Con Carne, 3/4 Cup Spanish Rice, 1 Cup Broccoli, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each	Meatloef, 4 Wz Gravy Brown, 1/4 Cup Gravy Brown, 1/4 Cup Green Beans, 1/2 Cup Green Beans, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Snickerdoodle Cookie, 2 WZ Beverage, 1 Each	Frankfurter Turkey, 2 Each Ranch Beans, 1 Cup Colesiaw, 1/2 Cup Hot Dog Bun, 2 Each Ketchup, 1 Tbsp Pudding, 1/2 Cup Beverage, 1 Each	Fiesta Casserole, 1 1/4 Cup Carrots, 1/2 Cup Cornbread, 1 1/54 Cut Margarine, 1/2 WZ Sugar Cookle, 2 WZ Beverage, 1 Each	Turkey Tetrazzini, 3/4 Cup Rice, 1 Cup Green Beans, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each		
Dinner			West Syder Gilly					
Taco Mix, 3/4 Cup Shredded Cheese, 1/2 WZ Chili Beans, 1 Cup Corn Seasoned, 1/2 Cup Salsa, 2 FZ Tortilla Flour, 2 Each Cake, 1/54 Cut	Burger Patty, 4 Ounce Patty Beans Baked, 1 Cup Corn Seasoned, 1/2 Cup Hamburger Bun, 1 Each Ketchup, 1 Thsp Iced Cake, 1/54 Slice Beverage, 1 Each	Country Stew, 1 1/4 Cup Mixed Vegetables, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Spice Cake, 1/54 Cut Beverage, 1 Each	BBQ Poultry, 3/4 Cup Rice Pilaf, 1 Cup Carrots, 1/2 Cup Bread, 2 Slice Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Chicken Patty, 1 Each Macaroni Salad, 1 Cup Broccoii, 1/2 Cup Bread, 2 Silice Dressing Salad, 1 Fl Oz Spice Cake, 1/54 Cut Beverage, 1 Each	Turkey, 4 WZ Gravy Brown, 1/4 Cup Mashed Potatoes, 1 Cup Peas, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Stroganoff, 3/4 Cup Macaroni, 1 Cup Mixed Vegetables, 1/2 Cup Biscuit, 1 Each 1/54 Cut Margarine, 1/2 WZ Spice Cake, 1/54 Cut Beverage, 1 Each		



Diet: Regular

COLUMBIA COUNTY OR 2019

Week 1 - DAILY SUMMARY

	- KCAL KCAL	PRO Gram	CHO Gram	FAT Gram	CHOL MG	VITA_R Meg	VITC MG	CA MG	FE MG	NA MG	TDFB Gram	SFA Gram	FATRN Gram			
Friday	2707	82.53	386,02	97.78	198	660	182.4	1021	22.71	3119	25.7	25.706	0.797		-	+
Saturday	2649	73.43	350.43	104.84	496	1660	145,3	989	26.97	3935	16.9	24.03	7.363			+
Sunday	2825	74.4	336.6	139.48	208	1000	258.2	1059	18.44	3862	23.9	33.672	5.99	-		+
Monday	2607	71.89	339.33	104.4	233	459	182.9	1038	26.2	4702	17.1	24.557	4.481	+		-
Tuesday	2732	74.23	370.57	109,64	123	1027	180.2	821	18.31	4580	21.2	27.298	5.516	_		+
Wednesday	2624	63.78	322.5	121	249	1469	262.4	1182	26.74	3886	18.7	31.599	9.409			+
Thursday	2675	77,89	378.52	95.91	507	1347	167,1	939	19,27	3560	21	23.637	7.486	_	_	+

Daily Average

Meals

2,688.43 74.02 354.85 110.44 287.71 1,088.86 196.93 1,007.00 22.66 3,949.14 20.64 27.21 5.86 NaN NaN NaN NaN

Trinity Services Group

Diet: Regular

Week 2 - DAILY SUMMARY

														-	
	KCAL	PRO	CHÓ	FAT	CHOL	VITA_R	VITC	CA	FE	NA	TDFB	SFA	FATRN		
	KCAL	Gram	Gram	Gram	MG	νÆG	MG	MG	MG	MG	Gram	Gram	Gram		
Friday	2736	86.84	361.05	112.06	231	1379	209.7	1119	20.44	4407	31.3	28.036	2.401		
Saturday	2617	74.59	340.44	106.43	551	1109	170.1	883	27.76	3982	20.4	28.172	6.944		
Sunday	2717	76.09	352.4	115.87	156	779	199.8	920	16.37	4321	18.3	26,491	3,78		
Monday	2674	73.38	339.58	114.05	573	1534	197.6	999	26.28	3100	21.3	29,806	8.919		
Tuesday	2696	80,28	346:55	115.33	166	1060	230,3	931	17.29	3787	18.1	26.196	3.733		
Wednesday	2785	75.42	392.19	96,27	278	1349	146.5	1175	28.34	5878	15,3	25.274	4,457		
Thursday	2913	83.24	322.2	147.99	301	1044	245.4	1097	21.17	3549	22,5	36.606	5.027		

Daily Average 2,734.00 78.55 350.63 115.43 322.29 1,179.14 199.91 1,017.71 22.52 4,146.29 21.03 28.65 5.04 NaN NaN NaN NaN

Proposal for Food Services for the Columbia County Jail - RFPC00055-FSJUL19

Week 3 - DAILY SUMMARY

	KCAL KCAL	PRO Gram	CHO Gram	FAT Gram	CHOL MG	VITA_R MEG	VITC MG	CA MG	FE MG	NA MG	TDFB Gram	SFA Gram	FATRN Gram				
Friday	2831	87,84	385.67	107.54	159	1020	196.6	874	20,24	4973	27.4	27.267	3.877		-	-	-
Saturday	2757	72.28	332.75	127.84	586	1999	205.7	1279	26.92	4164	16.5	32.098	10.866			_	_
Sunday	2872	88.73	405.76	100.74	114	823	180.6	999	22.27	4514	28	23.506	5.746	-	_		
Monday	2599	61.44	311.01	125.07	247	1096	218.6	1008	26.33	4156	20.8	30.731	9.133			_	
Tuesday	2836	82	379.93	113.56	148	618	179.4	933	17.83	4299	21.3	24.89	1.651	_		_	_
Wednesday	2641	67.65	337.68	114,1	258	848	171.8	970	27.19	3473	17.6	29.428	5.351	_		_	_
Thursday	2713	84,81	389,18	95.76	168	1273	201,9	1030	21,45	3697	26.1	24.616	2.424	-			_

Daily Average																	
Meals	2,749.86	77.82	363.14	112,09	240.00	1,096.71	193.51	1,013.29	23.18	4,182.29	22.53	27.51	5.58	NaN	NaN	NaN	NaN
							-										

Average Cycle Nutrition Analysis By Diet

Trinity Services Group

Diet: Regular

Week 4 - DAILY SUMMARY

										_					_	-
	KCAL	PRO	CHO	FAT	CHOL	VITA_R	VITC	CA	FE	NA	TDFB	SFA	FATRN			
	KCAL	Gram	Gram	Gram	MG	Me€G	MG	MG	MG	MG	Gram	Gram	Gram			
Friday	2748	88.15	376.43	104.51	189	810	197.4	986	22.1	4324	30.6	25.663	2.331			
Saturday	2628	79.72	370.15	93.64	245	592	165.8	1071	28.52	3041	26	25.377	5.008			
Sunday	2698	73.89	333.68	123.73	211	1522	219.3	1021	20.41	3112	25.9	30.505	5.92			
Monday	2810	75.88	387.5	104.51	611	1391	163.3	1255	28.78	4658	18.3	28.097	5.179			
Tuesday	2752	94.97	356.11	107.01	145	557	226.8	1004	21.07	5398	24	22,903	1.844			
Wednesday	2694	75.15	309.36	128.26	301	1327	210	950	25,28	3928	20.7	33,058	6.381			
Thursday	2733	75,69	348.23	117.98	157	1148	170,3	982	19,18	3793	19.2	28.238	7.183			

Daily Average																	
Meals	2,723,29	80.49	354.49	111.38	265.57	1,049.57	193.27	1,038.43	23.62	4,036.29	23.53	27.69	4.84	NaN	NaN	NaN	NaN

Proposal for Food Services for the Columbia County Jail - RFPC00055-FSJUL19

Diet: Regular

SUMMARY

2 8	KCAL KCAL	PRO Gram	CHO Gram	FAT Gram	CHOL MG	VITA_R MEG	VITC MG	CA MG	FE MG	NA MG	TDFB Gram	SFA Gram	FATRN Gram				
Week 1	2,688.43	74.02	354.85	110,44	287.71	1,088.86	196.93	1,007.00	22,66	3,949.14	20.64	27.21	5.86	NaN	NaN	NaN	NaN
Week 2	2,734.00	78.55	350.63	115.43	322-29	1,179-14	199.91	1,017.71	22.52	4,146.29	21.03	28.65	5.04	NaN	NaN	NaN	NaN
Week 3	2,749.86	77.82	363.14	112.09	240.00	1,096.71	193.51	1,013.29	23,18	4,182.29	22.53	27.51	5.58	NaN	NaN	NaN	NaN
Week 4	2,723,29	80.49	354.49	111 38	265.57	1.049.57	103 27	1.029.42	22.62	4.036.30	22.52	27.00	101				

Cycle Average																	
Total	2,723.90	77.72	355.78	112.34	278.89	1,103.57	195.91	1,019,11	23.00	4,078.50	21.93	27.77	5.33	0.00	0.00	0,00	0.00

Alternate Adult Cycle Menu with Nutritional Analysis

Trinity Services Gr	oup	COLUMBIA	COUNTY OR 2019		Regular Alternate	Week
Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Breakfast		ALE AND ADDRESS OF THE PARTY OF				
Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Boiled Egg, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Turkey Ham, 2 WZ Biscuit Cinnamon, 1/54 Cut Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Turkey Ham, 2 WZ Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Boiled Egg, 2 Each Bread, 2 Slice Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each
Lunch	SERVICE NO.			E WATER TO THE STATE OF		
Meat Sauce, 3/4 Cup Spaghetti, 1 Cup Green Beans, 1/2 Cup Garlic Roll, 1 Each Sugar Cookle, 2 WZ Beverage, 1 Each	Cass Ala King, 3/4 Cup Rice, 1 Cup Carrots, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Pudding, 1/2 Cup Severage, 1 Each	Salisbury Patty, 4 Ounce Patty Gray Brown, 1/4 Cup Mashed Potaloes, 1 Cup Broccoli, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Snickerdoodle Cookie, 2 WZ Beverage, 1 Each	Chili Mac, 1 1/4 Cup Coleslaw, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each	Scalloped Pot w T Ham, 1 1/4 Cup Green Beans, 1/2 Cup Combread, 1 1/34 Cut Margarine, 1/2 WZ Sugar Cookie, 2 WZ Beverage, 1 Each	Country Stew, 1 1/4 Cup Cabbage & Carrots, 1/2 Cup Biscuit, 1 Each 1/54 Cut Margarine, 1/2 WZ Snickerdoodle Cookie, 2 WZ Beverage, 1 Each	Turkey Tetrazzini, 3/4 Cup Macaroni, 1 Cup Mised Vegetables, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each
Dinner				Commence of the second		
Burrito Filling, 3/4 Cup Tortilla Flour, 2 Each Spanish Rice, 1 Cup Corn Seasoned, 1/2 Cup Salsa, 2 FZ Cake, 1/54 Cut Beverage, 1 Each	Chicken Patty, 1 Each Gravy Brown, 1/4 Cup Macaroni & Cheese, 1 Cup Mixed Vegetables, 1/2 Cup Bread, 2 Silice Margarine, 1/2 WZ Iced Cake, 1/54 Cut	Spanish Rice w/ Meat, 11/4 Cup Corn Seasoned, 1/2 Cup Corn Seasoned, 11/54 Cut Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Frankfurter Turkey, 2 Each Oven Browned Potatoes, 1 Cup Chill Beans, 1/2 Cup Hot Dog Bun, 2 Each Mustard, 1 Thsp Iced Cake, 1/54 Slice	Sweet & Sour Turkey, 3/4 Cup Rice, 1 Cup Mixed Vegetables, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Beverage, 1 Each Beverage, 1 Each	Meatloaf, 4 Wz Gravy Brown, 1/4 Cup Mashed Potatoes, 1 Cup Broccoli, 1/2 Cup Bread, 2 Sitce Margarine, 1/2 WZ Iced Cake, 1/54 Cut	Chill Con Carne, 3/4 Cup Rice, 1 Cup Com Seasoned, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Iced Cake, 1/54 Slice Beverage, 1 Each



F. Service Plan | 109

Trinity Services Grou	•		COUNTY OR 2019		Regular Alternate	Week
Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Breakfast	The state of the state of					
Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Boiled Egg, 2 Each Biscuit Cinnamon, 1/54 Cut Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Boiled Egg, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Turkey Ham, 2 WZ Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Bread, 2 Slice Peanut Butter, 1 Each Jelly, 2 Each Jugar Packet, 1 Pk Dairy Drink PC, 1 Each
Lunch						Daily Dillik FC, TEach
ialisbury Patty, 4 Ounce Patty iravy Brown, 1/4 Cup alashed Potatoes, 1 Cup arrots, 1/2 Cup toll, 1 Each tudding, 1/2 Cup everage, 1 Each	Meat Sauce, 3/4 Cup Macaroni, 1 Cup Peas, 1/2 Cup Garlic Roll, 1 Each Margarine, 1/2 WZ Snickerdoodle Cookie, 2 WZ Beverage, 1 Each	Sloppy Joe, 4 WZ Oven Browned Polatoes, 1 Cup Coeslaw, 1/2 Cup Hamburger Bun, 1 Each Ketchup, 1 Tbsp Pudding, 1/2 Cup Beverage, 1 Each	Turkey, 4 WZ Gravy Brown, 1/4 Cup Mashed Polatices, 1 Cup Carrols, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Snickerdoodle Cookie, 2 WZ Beverage, 1 Each	Chicken Patty, 1 Each Potato Salad, 1 Cup Cabbage & Carrots, 1/2 Cup Hamburger Bun, 1 Each Ketchup, 1 Tbsp Pudding, 1/2 Cup Bevarage, 1 Each	Frankfurter Turkey, 2 Each Macaroni Salad, 1 Cup Mixed Vegetables, 1/2 Cup Hot Dog Bun, 2 Each Mustard, 1 Tbsp Sugar Cookie, 2 WZ Beverage, 1 Each	Fiesta Casserole. 1 1/4 Cup Peas, 1/2 Cup Combread, 1 1/54 Cut Margarine. 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each
Dinner						
laco Mix, 3/4 Cup Shredded Cheese, 1/2 WZ Chili Beans, 1 Cup Corn Seasoned, 1/2 Cup Salsa, 2 FZ Ortilla Flour, 2 Each Cake, 1/54 Cut	T Ham Au Gratin, 1 1/4 Cup Mixed Vegetables, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Iced Cake, 1/54 Cut Beverage, 1 Each	Turkey Tetrazzini, 3/4 Cup Macaroni, 1 Cup Peas, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Chili Mac, 1 1/4 Cup Green Beans, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Iced Cake, 1/54 Slice Beverage, 1 Each	Stroganoff, 3/4 Cup Macaroni, 1 Cup Broccoli, 1/2 Cup Roll 1 Each Margarine, 1/2 WZ Spice Cake, 1/54 Cut Beverage, 1 Each	BBQ Poultry, 3/4 Cup Rice Pilaf, 1 Cup Carrots, 1/2 Cup Bread, 2 Slice Margarine, 1/2 WZ Cake, 1/34 Cut Beverage, 1 Each	Goulash Casserole, 1-1/4 Cup Broccoli, 1/2 Cup Biscuit, 1 Each 1/54 Cut Margarine, 1/2 WZ Spice Cake, 1/54 Cut Beverage, 1 Each

Trinity Services Grou	qu	COLUMBIA	COUNTY OR 2019		Regular Alternate	Week
Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Breakfast						
Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Boiled Egg, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Turkey Ham, 2 WZ Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Turkey Ham, 2 WZ Biscuit Cinnamon, 1/54 Cut Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Bread, 2 Slice Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each
Lunch						
Sweet & Sour Turkey, 3/4 Cup Rice, 1 Cup Cabbage & Carrots, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Sugar Cookle, 2 WZ Beverage, 1 Each	Country Stew, 1 1/4 Cup Broccoli, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each	Frankfurter Turkey, 2 Each Beans Baked, 1 Cup Green Beans, 1/2 Cup Hot Dog Bun, 2 Each Mustard, 1 Tbsp Snickerdoodle Cookie, 2 WZ Beverage, 1 Each	Spanish Rice w/ Meat, 1 1/4 Cup Mixed Vegetables, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each	Chicken Patty, 1 Each Macaroni & Cheese, 1 Cup Coleslaw, 1/2 Cup Hamburger Bun, 1 Each Dressing Salad, 1 FI Oz Pudding, 1/2 Cup Beverage, 1 Each	Sloppy Joe, 4 WZ Garlic Fried Potatoes, 1 Cup Green Beans, 1/2 Cup Hamburger Bun, 1 Each Ketchup, 1 Thsp Sugar Cookle, 2 WZ Beverage, 1 Each	Burito Filling, 3/4 Cup Tortilla Flour, 2 Each Spanish Rice, 1 Cup Corn Seasoned, 1/2 Cup Salsa, 2 FZ Snickerdoodle Cookie, 2 WZ Beverage, 1 Each
Dinner						
Turkey Ham, 4 WZ BBQ Beans, 1 Cup Green Beans, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Salisbury Patty, 4 Ounce Patty Gravy Brown, 1/4 Cup Scalloped Potatoes, 1 Cup Carrots, 1/2 Cup Biscuit, 1 Each 1/54 Cut Margarine, 1/2 WZ Iced Cake, 1/54 Cut Beverage, 1 Each	Turkey Teriyaki, 3/4 Cup Rice, 1 Cup Peas, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Iced Cake, 1/54 Slice Beverage, 1 Each	Meatloaf, 4 Wz Gravy Brown, 1/4 Cup Mashed Potatoes, 1 Cup Green Beans, 1/2 Cup Roll, 1 Each Margaine, 1/2 WZ Iced Cake, 1/54 Cut Beverace, 1 Each	Chili Con Carne, 3/4 Cup Rice, 1 Cup Corn Seasoned, 1/2 Cup Cornbread, 1 1/54 Cut Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Meat Sauce, 3/4 Cup Macaroni, 1 Cup Mixed Vegetables, 1/2 Cup Garlic Roll, 1 Each Margarine, 1/2 WZ Iced Cake, 1/54 Cut Beverage, 1 Each	Turkey, 4 WZ Gravy Brown, 1/4 Cup Mashed Polatoes, 1 Cup Carrots, 1/2 Cup Bread, 2 Slice Cake, 1/54 Cut Beverage, 1 Each



Friday	Saturday	Sunday	Monday	Turneda	Regular Alternate	Wee
Breakfast			Monday	Tuesday	Wednesday	Thursday
Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Ielly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Turkey Ham, 2 WZ Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Coffee Cake, 1 1/54 Slice Bolled Egg, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Coid Cereal, 1 Cup Biscuit, 1 Each 1/54 Cut Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Turkey Ham, 2 WZ Biscuit Cinnamon, 1/54 Cut Sugar Packet, 1 Pk Dairy Drink PC, 1 Each	Cold Cereal, 1 Cup Bread, 2 Slice Peanut Butter, 1 Each Jelly, 2 Each Sugar Packet, 1 Pk Dairy Drink PC, 1 Each
Lunch				Full District Control		Daily Clink FG, 1 Each
Turkey Stir Fry, 3/4 Cup Stice, 1 Cup Peas, 1/2 Cup Roll, 1 Each Aargarine, 1/2 WZ Pudding, 1/2 Cup Reverage, 1 Each	Meat Sauce, 3/4 Cup Macaroni, 1 Cup Green Beans, 1/2 Cup Garlic Roll, 1 Each Margarine, 1/2 WZ Sugar Cookie, 2 WZ Beverage, 1 Each	Chili Con Carne, 3/4 Cup Spanish Rice, 1 Cup Broccoli, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each	Meatloaf, 4 Wz Gravy Brown, 1/4 Cup Macaroni & Cheese, 1 Cup Green Beans, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Snickerdoodle Cookle, 2 WZ Beverage, 1 Each	Frankfurter Turkey, 2 Each Ranch Beans, 1 Cup Coleslaw 1/2 Cup Hot Dog Bun, 2 Each Ketchup, 1 Tbsp Pudding, 1/2 Cup Beverage, 1 Each	Fiesta Casserole, 1 1/4 Cup Carrots, 1/2 Cup Combread, 1 1/54 Cut Margarine, 1/2 WZ Sugar Cookie, 2 WZ Beverage, 1 Each	Turkey Tetrazzini, 3/4 Cup Rice, 1 Cup Green Beans, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Pudding, 1/2 Cup Beverage, 1 Each
Dinner				IN THE RESERVE TO THE		
aco Mix, 3/4 Cup hiri Beans, 1 Cup orn Seasoned, 1/2 Cup alsa, 2 FZ ortilla Flour, 2 Each ake, 1/54 Cut everage, 1 Each	Burger Patty, 4 Ounce Patty Beans Baked, 1 Cup Com Seasoned, 1/2 Cup Hamburger Bun, 1 Each Ketchup, 1 Thsp Iced Cake, 1/54 Slice Beverage, 1 Each	Country Stew, 1 1/4 Cup Mixed Vegetables, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Spice Cake, 1/54 Cut Beverage, 1 Each	BBQ Poulty, 3/4 Cup Rice Pilaf, 1 Cup Carrots, 1/2 Cup Bread, 2 Slice Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Chicken Patty, 1 Each Macaroni Salad, 1 Cup Broscoli, 1/2 Cup Bread, 2 Sifice Dressing Salad, 1 FI Oz Spice Cake, 1/54 Cut Beverage, 1 Each	Turkey, 4 WZ Gravy Brown, 1/4 Cup Mashed Potatoes, 1 Cup Peas, 1/2 Cup Roll, 1 Each Margarine, 1/2 WZ Cake, 1/54 Cut Beverage, 1 Each	Stroganoff, 3/4 Cup Macaroni, 1 Cup Mixed Vegetables, 1/2 Cup Biscuit, 1 Each 1/54 Cut Margarine, 1/2 WZ Spice Cake, 1/54 Cut Beverage, 1 Each

COLUMBIA COUNTY OR 2019

Trinity Services Group

Diet: Regular Alternate

Week 1 - DAILY SUMMARY

	KCAL KCAL	PRO Gram	CHO Gram	FAT Gram	CHOL MG	VITA_R M ^E G	VITC MG	CA MG	FE MG	NA MG	TDFB Gram	SFA Gram	FATRN Gram	- 7	
Friday	2712	76.45	389.9	99.69	186	518	182.8	1080	22,64	3087	25.7	25.091	0.797		
Saturday	2654	67.35	354.31	106.75	484	1518	145.7	1048	26.9	3903	16.9	23.415	7.363		
Sunday	2830	68.32	340.48	141.39	196	858	258.6	1118	18.37	3830	23.9	33.057	5,99		
Monday	2612	65.81	343.21	106.31	221	317	183.3	1097	26,13	4670	17.1	23.942	4.481		
Tuesday	2737	68.15	374.45	111.55	111	885	180.6	880	18.24	4548	21.2	26.683	5,516		
Wednesday	2629	57.7	326,38	122.91	237	1327	262.8	1241	26,67	3854	18.7	30.984	9.409		
Thursday	2680	71.81	382.4	97.82	495	1205	167,5	998	19.2	3528	21	23,022	7.486		

Daily Average																	
Meals	2,693.43	67.94	358.73	112.35	275.71	946.86	197-33	1,066.00	22.59	3,917-14	20.64	26.60	5.86	NaN	NaN	NaN	NaN

Proposal for Food Services for the Columbia County Jail - RFPC00055-FSJUL19

Trinity Services Group

Diet: Regular Alternate

Week 2 - DAILY SUMMARY

ř.	KCAL	PRO Gram	CHO Gram	FAT Gram	CHOL MG	VITA_R Meg	VITC MG	CA MG	FE MG	NA MG	TDFB Gram	SFA Gram	FATRN Gram				
Friday	2741	80,76	364.93	113.97	219	1237	210.1	1178	20.37	4375	31.3	27.421	2.401				_
Saturday	2622	68.51	344.32	108.34	539	967	170.5	942	27.69	3950	20.4	27.557	6.944	_			-
unday	2722	70.01	356.28	117.78	144	637	200.2	979	16.3	4289	18.3	25.876	3.78	-	-	_	-
onday	2679	67.3	343.46	115.96	561	1392	198	1058	26.21	3068	21.3	29.191	8.919			_	
uesday	2701	74.2	350.43	117.24	154	918	230.7	990	17.22	3755	18.1	25.581	3.733		-		-
/ednesday	2790	69.34	396.07	98.18	266	1207	146.9	1234	28.27	5846	15.3	24.659	4.457		_		-
hursday	2918	77.16	326.08	149,9	289	902	245.8	1156	21.1	3517	22,5	35.991	5.027				-

Daily	Average
Meals	

Meals	2,739.00	72.47	354.51	117 34	310.29	1.037.14	200 24	1,076.71	20.45								
	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	12.41	004.01	117.54	310.25	1,037-14	200.51	1,076.7	22.45	4,114.29	21.03	28.04	5.04	NaN	NaN	NaN	NaN

Average Cycle Nutrition Analysis By Diet

Trinity Services Group

Diet: Regular Alternate

Week 3 - DAILY SUMMARY

	KCAL	PRO	СНО	FAT	CHOL	VITA_R	VITC	CA	FE	NA	TDFB	SFA	FATRN		
	KCAL	Gram	Gram	Gram	MG	Me€G	MG	MG	MG	MG	Gram	Gram	Gram		
Nutritional Goal	2,446.00	56,00	336.00	76.00	300,00	625.00	75.00	800,00	6.00	4,000.00	25,00	20,00	2,50		
Friday	2836	81.76	389.55	109.45	147	878	197	933	20.17	4941	27.4	26.652	3.877		
Saturday	2762	66.2	336.63	129.75	574	1857	206.1	1338	26.85	4132	16.5	31.483	10.866		
Sunday	2877	82.65	409.64	102.65	102	681	181	1058	22.2	4482	28	22,891	5.746		
Monday	2604	55.36	314.89	126.98	235	954	219	1067	26,26	4124	20.8	30,116	9.133		
Tuesday	2841	75.92	383.81	115.47	136	476	179.8	992	17.76	4267	21.3	24.275	1.651		
Wednesday	2646	61.57	341.56	116.01	246	706	172.2	1029	27.12	3441	17.6	28,813	5.351		
Thursday	2718	78.73	393.06	97.67	156	1131	202.3	1089	21,38	3665	26.1	24.001	2.424		

Daily Average																	
Meals	2,754.86	71.74	367.02	114.00	228.00	954-71	193.91	1,072.29	23,11	4,150.29	22.53	26.89	5.58	NaN	NaN	NaN	NaN

Proposal for Food Services for the Columbia County Jail - RFPC00055-FSJUL19

Trinity Services Group

Diet: Regular Alternate

Week 4 - DAILY SUMMARY

	KCAL KCAL	PRO Gram	CHO Gram	FAT Gram	CHOL MG	VITA_R MEG	VITC MG	CA MG	FE MG	NA MG	TDFB Gram	SFA Gram	FATRN Gram				
Friday	2753	82.07	380.31	106.42	177	668	197 8	1045	22.03	4292	30.6	25.048	2.331				
Saturday	2633	73.64	374.03	95.55	233	450	166 2	1130	28.45	3009	26	24,762	5.008			-	+
Sunday	2703	67.81	337.56	125.64	199	1380	219.7	1080	20.34	3080	25.9	29.89	5.92			_	_
Monday	2815	69.8	391.38	106.42	599	1249	163.7	1314	28.71	4626	18.3	27.482	5.179		_	_	-
Tuesday	2757	88.89	359.99	108.92	133	415	227.2	1063	21	5366	24	22.288	1,844				-
Wednesday	2699	69,07	313.24	130.17	289	1185	210.4	1009	25.21	3896	20.7	32,443	6.381				-
Thursday	2738	69,61	352.11	119.89	145	1006	170.7	1041	19.11	3761	19.2	27.623	7.183	_			-

Daily .	Average
---------	---------

Meals	2,728.29	74.41	358.37	113.29	253.57	907.57	193.67	1,097.43	23.55	4,004.29	23.53	27.08	4.84	NaN	NaN	NaN	NaN
									_							,,,,,,,	INGIA

COLUMBIA COUNTY OR 2019

SUMMARY

Diet: Regular Alternate

	k	KCAL KCAL	PRO Gram	CHO Gram	FAT Gram	CHOL MG	VITA_R Meg	VITC MG	CA MG	FE MG	NA MG	TDFB Gram	SFA Gram	FATRN Gram				
Week 1		2,693,43	67.94	358.73	112,35	275.71	946.86	197.33	1,066.00	22.59	3,917.14	20.64	26.60	5.86	NaN	NaN	NaN	NaN
Week 2		2,739.00	72.47	354.51	117.34	310.29	1,037-14	200,31	1,076-71	22.45	4,114.29	21.03	28.04	5.04	NaN	NaN	NaN	NaN
Week 3		2,754.86	71.74	367.02	114.00	228.00	954-71	193.91	1,072.29	23.11	4,150-29	22,53	26.89	5.58	NaN	NaN	NaN	NaN
Week 4		2,728.29	74.41	358.37	113.29	253.57	907.57	193.67	1,097.43	23.55	4,004.29	23.53	27.08	4.84	NaN	NaN	NaN	NaN

Cycle Average																	
Total	2,728.90	71.64	359.66	114.25	266.89	961.57	196.31	1,078-11	22.93	4,046.50	21,93	27,15	5.33	0.00	0.00	0.00	0.00

Sample Diet Menus

Trinity Ser		1 -			OLUME	BIA COUNTY	UR 20	19 K	cosner/	Halal/Vegeta	ırian	W	eek 1
Friday		Saturda	ay	Sunda	у	Monda	у	Tuesda	ay	Wednes	dav	Thursd	av
Breakfas						I Waller I was				1 7 7 4 7		Illuidu	uy
Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each	Fruit Cold Cereal Peanut Butter Bread Kosher Apple Jelly Milk 1%	1 Each 1 1/2 Cup 2 WZ 2 Slice 2 FZ 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each	Fruit Cold Cereal Peanut Butter Bread Kosher Apple Jelly Milk 1%	1 Each 1 1/2 Cup 2 WZ 2 Slice 2 FZ 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each	Fruit Cold Cereal Peanut Butter Bread Kosher Apple Jelly Milk 1%	1 Each 1 1/2 Cup 2 WZ 2 Slice 2 FZ 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each
Lunch					4						T Lacii	WHIR 170	1 Each
Italian Dinner Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sweet & Sour Rice Italian Dressing Celery Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sioppy Joe Pinto Beans Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Ala King Rice Italian Dressing Celery Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Beef Stew - Rice Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Pulled BBQ Pinto Beans Italian Dressing Celery Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Tetrazzini Rotini	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each
Dinner			2 T 4 III		100								
Ala King Rice talian Dressing Fossed Salad Bread Kosher Kosher Margarine PC Cookies Severage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies 1 Each	Tetrazzini Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Beef Stew Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies	Italian Dinner Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	1 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies	Sweet & Sour Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies	Sloppy Joe Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies	Creamy Vegetarian Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies

Z BID COLUMBIA COUNTY OR 2019

Kosher/Halal/Vegetarian

Week 2

Trinity Serv	rices G	roup		۷.	SID CC	LUIVIDIA CO	01111	OIX EUTO		J31161/11alal/ V			, O. L.
Friday		Saturda	ıy	Sunday	1	Monda	y	Tuesda	y	Wedneso	lay	Thursda	ay
Breakfast											A Food	Fruit	1 Each
Fruit Cold Cereal Peanut Butter Bread Kosher Apple Jelly Milk 1%	1 Each 1 1/2 Cup 2 WZ 2 Slice 2 FZ 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each	Fruit Cold Cereal Peanut Butter Bread Kosher Apple Jelly Milk 1%	1 Each 1 1/2 Cup 2 WZ 2 Slice 2 FZ 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each	Fruit Cold Cereal Peanut Butter Bread Kosher Apple Jelly Milk 1%	1 Each 1 1/2 Cup 2 WZ 2 Slice 2 FZ 1 Each	Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each
Lunch				The same of									
Italian Dinner Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sweet & Sour Rice Italian Dressing Celery Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sloppy Joe Pinto Beans Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Ala King Rice Italian Dressing Celery Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Beef Stew Rice Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Pulled BBQ Pinto Beans Italian Dressing Celery Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Tetrazzini Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cu 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookie 1 Each
Dinner								BE BUILDING		Companies "			
Ala King Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies 1 Each	Tetrazzini Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Beef Stew Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies 1 Each	Italian Dinner Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sweet & Sour Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sloppy Joe Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Creamy Vegetarian Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookie 1 Each

Week 4

Trinity Serv	/ices G	roup		C	OLUMI	BIA COUNTY	OR Zu	19	n.	osner/Haiai/v	egetai		ek 4
Friday		Saturda	ıy	Sunday	/	Monda	y	Tuesda	у	Wedneso	lay	Thursda	ay
Breakfast		Line British											45.4
ruit Cold Cereal Peanut Butter Bread Kosher Apple Jelly Milk 1%	1 Each 1 1/2 Cup 2 WZ 2 Slice 2 FZ 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each	Fruit Cold Cereal Peanut Butter Bread Kosher Apple Jelly Milk 1%	1 Each 1 1/2 Cup 2 WZ 2 Slice 2 FZ 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each	Fruit Cold Cereal Peanut Butter Bread Kosher Apple Jelly Milk 1%	1 Each 1 1/2 Cup 2 WZ 2 Slice 2 FZ 1 Each	Fruit Cold Cereal Boiled Egg Bread Kosher Kosher Margarine PC Milk 1%	1 Each 1 1/2 Cup 2 Each 2 Slice 3 Each 1 Each
Lunch Italian Dinner Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sweet & Sour Rice Italian Dressing Celery Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sloppy Joe Pinto Beans Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Ala King Rice Celery Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Beef Stew Rice Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Pulled BBQ Pinto Beans Italian Dressing Celery Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Tetrazzini Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each
Dinner Ala King Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies 1 Each	Tetrazzini Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Beef Stew Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookles Beverage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies 1 Each	Italian Dinner Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sweet & Sour Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies 1 Each	Sloppy Joe Rotini Italian Dressing Carrot Sticks Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 1/2 Cup 3 Slice 3 Each 3 Cookies 1 Each	Creamy Vegetarian Rice Italian Dressing Tossed Salad Bread Kosher Kosher Margarine PC Cookies Beverage	3/4 Cup 1 1/2 Cup 2 Each 3/4 Cup 3 Slice 3 Each 3 Cookies 1 Each

Staff Dining

Trinity understands the stressful environment and responsibilities that the staff and officers have to deal with each day. We attempt to offer relief from that environment by providing a food service program to the staff and officers that assist in promoting morale, nutritional value, and a pleasant relief from their daily duties.

We have provided a sample Staff Dining menus on the following pages. We would like to meet with you to determine the needs and suggestions of the officers and administration.



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Columbia County Staff Dining

Sample Menu - Week 1

Monday

Lasagna & Garlic Bread

Tuesday

Bacon, Lettuce & Tomato Sandwith with Tater Tots

Wednesday

6-inch Sub - Hot or Cold with Tater Tots

Thursday

Chili & Cheese Hot Dog with Corn Chips OR 7-inch Pizza

Daily Desserts

Assorted cookies, cakes or brownies

Friday

Chicken Enchiladas with Rice & Beans

Saturday

Hamburger with Onion Rings

Sunday

Baked Potato Bar OR 7-inch Pizza

SALAD BAR

Available Daily

Lettuce, Cucumbers, Mushrooms, Chopped Green Peppers, Red Onions, Cherry Tomatoes, Diced Ham, Diced Turkey, Shredded Cheddar, Bacon Bits, Fruit, Croutons, Ranch and Italian Dressing

Beverages - Fruit Punch or Milk available daily

Sample Menu - Week 2

Monday

6-inch Sub - Hot or Cold with Tater Tots

Tuesday

Beef Burrito with Chips & Salsa

Wednesday

Baked Chicken Quarter with Rice and Corn

Thursday

Roast Pork with Baked Beans & Coleslaw

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F. Service Plan | 123

Daily Desserts

Assorted cookies, cakes or brownies

Friday

16-inch Pizza Slices

Saturday

Meatloaf with Mashed Potatos & Gravy and Green Beans

Sunday

Taco Salad OR 7-inch Pizza

SALAD BAR

Available Daily

Lettuce, Cucumbers, Mushrooms, Chopped Green Peppers, Red Onions, Cherry Tomatoes, Diced Ham, Diced Turkey, Shredded Cheddar, Bacon Bits, Fruit, Croutons, Ranch and Italian Dressing

Beverages - Fruit Punch or Milk available daily

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Columbia County Sta

Sample Menu - Week 3

Monday

Chicken Enchiladas with Rice & Beans

Tuesday Chili & Cheese Hot Dog with Corn Chips DR 7-inch Pizza

Wednesday

Lasagna & Garlic Bread

Thursday

Baked Potato Bar OR 7-inch Pizza

Daily Desserts

Assorted cookies, cakes or brownies

Friday

Hamburger with Onion Rings

Saturday

Bacon & Eggs with Biscuit & Gravy

16-inch Pizza Slices

SALAD BAR

Lettuce, Cucumbers, Mushrooms, Chopped Green Peppers, Red Onions, Cherry Tomatoes, Diced Ham, Diced Turkey, Shredded Cheddar, Bacon Bits, Fruit, Croutons, Ranch and Italian Dressing

Beverages - Fruit Punch or Milk available daily

Green Peppers, Red Onions, Cherry Tomatoes, Diced Ham, Diced Turkey, Shredded Cheddar, Bacon Bits, Fruit, Croutons, 南海 Lettuce, Cucumbers, Mushrooms, Chopped 機機 Beef Burrito with Chips & Salsa Baked Chicken Quarter with Ranch and Italian Dressing ck 经股份的 经免债 医有效的的 化原性 医的 医皮肤 医氏的 6-inch Sub - Hot or Cold 操金 SALAD BAR Available Daily with Tater Tots Rice and Corn Beverages - Fruit Punch or Milk available daily Saturday unday Friday 老三 我 我 我 我 我 我 我 我 我 我 NOOK Sample Menu -Roast Pork with Baked Beans & Coleslaw Meatloaf with Mashed Potatos & Gravy Corn Dogs with Macaroni & Cheese OR Assorted cookies, cakes or brownies 機 機 Taco Salad OR 7-inch Pizza Daily Desserts and Green Beans Wednesday 7-inch Pizza Thursday Monday Tuesday 衛 我 衛 衛 病 秦 治 gi. 姚城



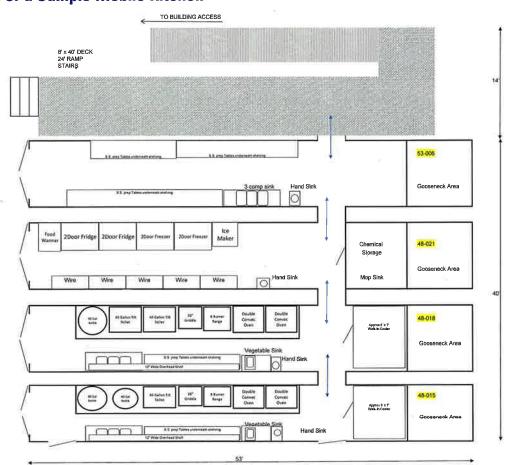
Emergency Contingency Plans

Our policy is to be prepared to serve all meals as scheduled despite emergency situations, such as power failure, fire, inmate lockdown, or local disaster. In fact, we have never failed to provide meals during emergency conditions.

Each unit is required to have a written plan that outlines its particular needs in the event of a disaster or an emergency situation. At a minimum, a three-day, separately inventoried supply of food and disposable serviceware is available at all times. These supplies are rotated on a regular basis. Additional supplies of those items that would be needed the most in an emergency are also kept on-site; the amount and scope vary with the size and complexity of the individual facility and will be coordinated with the Facility Commander. Staff from units closest to the one(s) affected, can provide assistance, if required.

In the event of a scheduled or emergency closure of the kitchen, Trinity can help your facility arrange for a correctional grade, certified mobile kitchen to be leased, transported and installed for the appropriate period of time. We have several companies which have utilized in the past and would assist you in choosing the proper equipment to meet the production and timing requirements.

Floorplan of a Sample Mobile Kitchen



- Whenever possible, normal operating procedures and schedules will be followed.
- At the discretion of the Food Service Director or his representative, Food Service employees will be subject to call-in to provide staffing on a 24-hour basis.

• Meal Service:

- By mutual agreement, the Food Service
 Director or his representative and the Facility
 Commander, may change the meal hours based on the extent of the emergency.
- TOTAL STATE OF THE PARTY OF THE
- In the event of power failure, a one-day menu is available.
- Disposable utensils, trays, and flatware are available in the event that the emergency warrants their use. The decision to use the disposable serviceware or a portion of it will be the responsibility of the Food Service Director or his representative, in conjunction with the Facility Commander.
- Resupply of food and disposable serviceware can be accomplished by phoning the authorized vendors, or if there is a problem with delivery, other nearby Trinity units will provide assistance.
- Instruction in emergency procedures will be provided for employees in routine training sessions.

Preparing for Wildfire Season

- Set up a communication meeting with the facility
- Have five gallon jugs of water as well as large quantities of bottled water on hand
- Ensure that Trinity sack menu ingredients are on hand for 10-14 days
- Keep extra bread for emergency sacks in rotation throughout the Fire season; freeze bread if space is available
- If freezer space is available freeze bread
- Fire Fighters' meals will be cooked and packaged as requested, coordinating sack production and service times as needed
- Establish assorted menus with an anticipated order ready to place at the onset of any potential fire in the area
- Establish support plan from surrounding Trinity accounts to facilitate need of responders
- Increase emergency paper stock in order to accommodate an extra seven days' need
- Schedule a planning meeting with staff in the event evacuation is needed or staff are not able to
 leave the facility plan on packed clothes to accommodate multiple shift and or days in the facility
- Keep the employee contact list up-to-date





Other Emergency Operation Scenarios

Loss of Water

- All food will be served on disposable service ware.
- Arrangements will be made with a local water supplier to provide emergency supplies.
- Emergency menus will be used until the end of the emergency.

Loss of Steam or Electricity

- The Food Service Director will evaluate the possibility of using alternative cooking methods.
- If alternative power is available, the standard menu will be followed.

Vendor Failure

- Substitutions of appropriate menu items of like quality and nutritional value for undelivered items.
- The Food Service Department will maintain the standard house menus with appropriate substitutions unless the delivery failure is of a significant amount that emergency menus are required.

Work Stoppage

- Food Service will have on hand sufficient foodstuff and supplies to provide meal service during a work stoppage.
- Emergency menus will be instituted.
- An emergency workforce will be formed from employees from other units..

Inmate Work Stoppage

- Trinity has established an emergency staff recall hierarchy that consists of first utilizing Trinity staff employees assigned to the unit that may be off duty.
- Secondly, we would utilize Trinity staff from throughout the region.
- Thirdly we would call on our business partner's employees from the region.
- As a last resort, we would utilize temporary agency fill-ins, understanding that all call-in staff would have to clear a background check, have knowledge of jail operations and that the background clearances from other facilities would assist to streamline the clearance process.

Menu Protocol

This protocol guides correctional food service managers who need to modify the regular menu due to an emergency.

The protocol defines menu patterns for use during emergencies when the food service kitchen is unable to perform normal operations. It focuses on what it takes to ensure that basic inmate nutritional needs are met during an emergency. The emergency may be a result of the following factors:

- Natural disasters such as hurricane, tornado, blizzard, and earthquake
- Mass disturbance, escapes or hostage situations resulting in complete facility lock-down
- Environmental catastrophes such as fire, flood, and biochemical spills
- Disease outbreaks
- Mass evacuations

In the event of an emergency involving disruption of food preparation and service, the regular menu will be substituted or modified using the Tier One or Tier Two meal pattern.

Tier One Meal Pattern

Indicators to Implement the Tier One Menu

- Indicators to Implement the Tier One Menu
- The emergency has the potential to be long-lasting however the expectation is a return to normal operating standards within a few days
- There is limited or no inmate/staff/volunteer labor but the expectation is a return to normal within a few days
- Vendor deliveries are unlikely but are expected to return to normal within a few days
- Power (electricity, steam, cooking gas) is not available; however, freezers, coolers, and an outlet for slicer are all required identified and operational on a back-up generator

Prerequisites to Using the Tier One Menu

- Based on the Tier 1, 2600 calorie meal pattern
- Implemented for all diets except Enhanced and Renal which will follow specific meal patterns
- Foods in the Tier 1 menu will not require cooking or heating
- Special product ordering will not be necessary since the menu will utilize inventory that is typically on hand
- The operation will maintain a minimum of 9 meals worth of food items listed in the menu pattern to be in the on-hand inventory at all times
- The Food Service Director will develop each day's menu based on the Tier 1 meal pattern utilizing inventory that is typically on hand
- The Tier 1 meal pattern will be implemented for a maximum of three days or nine consecutive meals

Tier One Meal Pattern

	MEAL PATTERN 2600 Calories Meal						
		ittern					
B R	Protein	1 Portion					
E	Starch	3 Portions					
K	Condiment	1 Portion					
A S	Dessert/Fruit	1 Portion					
Т	Beverage	1 Portion					
	Protein	2 Portions					
L	Starch	4 Portions					
N C	Condiment	1 Portion					
Н	Fruit	1 Portion					
	Beverage	1 Portion					
	Protein	2 Portions					
D	Starch	4 Portions					
N	Condiment	1 Portion					
ER	Dessert	1 Portion					
	Beverage	1 Portion					

				FOOD GRO	OUPS				
Protein	One Portion	Starch	One Portion	Condiment	One Portion	Dessert/Fruit	One Portion	Beverage	One Portion
Sliced Deli Meat Cheese Peanut Butter	2 wz 2 wz 2 Tb	RTE, Cereal w/ 2 pkts sugar Sliced Bread Buns (HD/HB) Combread, 1/54 Saltines	3/4 C 1 sl 1/2 ea 1/2 ea 6 ea	Margarine Mayo Style Dressing Jeily	1 Tb 2 Tb 2 Tb	Cookies, 3 oz Cake, 1/54 Canned Fruit Fruit Juice Fresh Fruit	1 each 1 pc 1/2 C 1/2 C 1 ea	Milk Smart Milk	1 C 1 C
Sliced Deli Meat Cheese Peanut Butter	2 wz 2 wz 2 Tb	Sliced Bread Corn Taco Shell Buns (HD/HB) Cornbread, 1/54 Saltines	1 sl 1 ea 1 ea 1/2 ea 6 ea	Margarine Mayo Style Dressing Jelly	1 Tb 2 Tb 2 Tb	Canned Fruit Fruit Juice Fresh Fruit	1/2 C 1/2 C 1 ea	Hi Cal Beverage	10
Sliced Deli Meat	2 wz	Sliced Bread Corn Taco Shell	1 sl 1 ea	Margarine Mayo Style Dressing	1 Tb 2 Tb 2 Tb	Baked Cookie Cake, 1/54	3 oz 1 pc	Hi Cal Beverage	1 C
Cheese Peanut Butter	2 wz 2 Tb	Buns (HD/HB) Cornbread, 1/54 Saltines	1/2 ea 1/2 ea 6 ea	Jelly	2 10	Brownie, 1/54 Fruit Crisp Ice Cream Popsicle Jello	1 pc 1/2 C 1/2 C 1 ea 1/2 C		

Tier Two Meal Pattern

Indicators to Implement the Tier Two Menu

- The emergency has the potential to be long-lasting however the expectation is a return to normal operating standards within a few days.
- The emergency has the potential to be long-lasting however almost all operating standards can be met
- There is limited inmate/staff/volunteer labor however almost all operating standards can be met
- Vendors can make deliveries
- All or most major equipment is operational

Prerequisites to Using the Tier Two Menu

- Based on the Tier 2 2600 calories meal pattern
- Forms the basis of the diet menus which will have separate meal patterns
- Will be developed for use for an extended emergency period but to transition to regular food service as soon as feasible
- The decision to implement Tier 2 protocol will involve the Regional Director, District Manager, and Food Service Director
- The Food Service Director will develop each day's menu based on the Tier 2 meal pattern, selecting menu items to accommodate available labor and equipment

Tier Two Meal Pattern

	MEAL PA	
		lories Meal ittern
B R	Protein	1 Portion
E	Starch	3 Portions
K	Condiment	1 Portion
A	Fruit/Vegetable	1 Portion
T	Beverage	1 Portion
	Protein	1 Portion
	Starch	4 Portions
U	Condiment	1 Portion
C	Fruit/Vegetable	1 Portion
Н	Dessert	1 Portion
	Beverage	1 Portion
T	Protein	1 Portion
_	Starch	4 Portions
D I N	Condiment	1 Portion
N	Fruit/Vegetable	1 Portion
R	Dessert	1 Portion
	Beverage	1 Portion

	FOOD GROUPS										
Protein	One Portion	Starch	One Portion	Condiment	One Portion	Fruit/Vegetable	One Portion	Dessert	One Portion	Beverage	One Portion
E.	2 wz 2 wz 2 Tb 2 wz	RTE, Cereal w/ 2 pkts sugar Ckd Cereal Sliced Bread Coffeecake 1/54 Cornbread 1/54 Waffle High Fiber Cake Saltines	3/4 C 1 C 1 sl 1/2 ea 1/2 ea 1 ea 1/2 ea 6 ea	Margarine Mayo Style Dressing Jelly	1 Tb 2 Tb 2 Tb	Fresh Fruit Canned Fruit Fruit Juice	1 ea 1/2 C 1/2 C			Milk Smart Milk	1 C 1 C
Poultry Sliced Deli Meat Cheese Peanut Butter Polish Sausage Hamburger Hot Dog Dried Beans, any type Fish	3 wz 3 wz 3 wz 4 Tb 4 wz 4 wz 3 wz 1 C 4 wz	Sliced Bread Corn Taco Shell Buns (HD/HB) Cornbread 1/54 Pasta, ckd Rice, ckd Potatoes, ckd Saltines	1 sl 1 ea 1/2 ea 1/2 ea 1/2 C 1/2 C 1/2 C 3/4 C 6 ea	Margarine Mayo Style Dressing Jelly Salad Dressing	1 Tb 2 Tb 2 Tb 2 Tb 2 Tb	Freah Fruit Canned Fruit Fruit Julice Carrot/Celery Sticks Frozen Vegetable Canned Vegetable Tossed Salad	1 ea 1/2 C 1/2 C 6 ea 1/2 C 1/2 C	Cake 1/54 Coffeecake 1/54 Baked Cookie Fruit Crisp Brownie 1/54 Jello Popsicle Ice Cream	1 ea 1 ea 3 oz 1/2 c 1 ea 1/2 c 1 ea 1/2 c	Hi Cal Beverage	1 C
Poultry Silced Deli Meat Cheese Peanut Butter Polish Sausage Hamburger Hot Dog Dried Beans, any type Fish	3 wz 3 wz 3 wz 4 Tb 4 wz 4 wz 4 wz 3 wz 1 C 4 wz	Sliced Bread Corn Taco Shell Buns (HD/HB) Cornbread 1/54 Pasta, ckd Rice, ckd Potatoes, ckd Saltines	1 sl 1 ea 1/2 ea 1/2 ca 1/2 C 1/2 C 3/4 C 6 ea	Margarine Mayo Style Dressing Jelly Salad Dressing	1 Tb 2 Tb 2 Tb 2 Tb 2 Tb	Fresh Fruit Canned Fruit Fruit Juice Carrot/Celery Sticks Frozen Vegetable Canned Vegetable Tossed Salad	1 ea 1/2 C 1/2 C 6 ea 1/2 C 1/2 C	Cake 1/54 Coffeecake 1/54 Baked Cookie Fruit Crisp Brownie 1/54 Jello Popsicle Ice Cream	1 ea 1 ea 3 oz 1/2 c 1 ea 1/2 c 1 ea 1/2 c	Hi Cal Beverage	10

Transition Plan

Trinity has extensive experience in many types of transitions: moving from self-operated food service to a contract with us, moving from one contractor to another, opening up a new facility, renovating food service areas, or moving through the ACA Accreditation process. Our implementation plan accommodates your schedule and your needs.

We fully understand the impact that service transitions can have on a facility. Together, we discuss all facets of the transition plan and establish the steps needed to make the transition seamless and relatively undetectable. What will be detectable, is the improved quality of service and increased levels of sanitation that we bring to your table.

We conduct a thorough review of all programs and procedures to guarantee that we are 100% in compliance with the new contract. We will work with the current food service provider to ensure a smooth transition. Should your facility want to retain the current staff, we will conduct interviews to validate their skills and experience.

Our transition and opening team will make sure the items listed on our transition plan are completed before opening the account. Once opened, they will stay at your facility as long as necessary to ensure all programs are securely in place and the manager is ready to continue the day-to-day operations.

New Unit Transition Plan/Checklist

The District Manager and the applicable opening team members will use the following checklist as a guide for preparing and implementing our standard operating procedures at your facility. The timeline can be compressed or expanded to meet your schedule and needs.





TRINITY SERVICES GROUP 4 WEEK TRANSITION / IMPLEMENTATION PLAN CHECKLIST

UNIT NAME:	
UNIT NUMBER:	
OPENING DATE:	
DISTRICT MANAGER:	

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Place recruitment advertisements in local newspapers, periodicals and in talentReef. Determine availability of incumbent contractor employees	DM / HR		
Review contract in detail.	DM		
Interview Management candidates. Make offer,	DM		
Contact incumbent contractor and client to review the transition schedule.	DM		
Meet with institution management to discuss the transition schedule.	DM		04
Determine the primary vendor. Supply a copy of the purchasing specifications along with any special needs.	PURCHASING		
Determine what direct vendors will be used. Contact for ordering criteria and provide and necessary information.	PURCHASING		
Determine the paper supply vendor. Contact and supply with all necessary information.	PURCHASING		
Determine the cleaning supply vendor. Provide with a list of all needs.	PURCHASING		(
Procure all necessary licenses and permits. Check for any Federal, State, and County and City requirements.	DM / PURCHASING		
Gather all personnel benefits information from Corporate.	DM		1
Determine where interviews for recruiting will take place.	DM / HR		
Determine the Repair and Maintenance Vendor. Schedule walkthru of facility to access current and future needs. Supply vendor with necessary contractual obligations.	DM		œ
Complete paperwork for new unit number.	DM		
Notify Dietitian we have been awarded the business and what menu is going to be used.	DM		
Inform Dietitian of any accreditations that need to be followed.	DM		

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Arrange relocation of all management candidates.	DM / HR		
Determine opening team members. Call each individual to assess any special needs or concerns.	DM / MGR	9	
Determine the source for employee uniforms. Gather all necessary information and finalize ordering procedures.	DM / PURCHASING		
Call the Trinity training director to arrange for new employee orientation and training.	DM / HR		
Call the institution training director to arrange for new employee orientation to satisfy state and contractual obligations.	DM / MGR		8
Arrange for health cards and drug tests for each employee as required by the facility or the local health authorities.	DM / HR		
Call the Cleaning supply representative to schedule a walkthru of the facility to determine product and dispenser needs.	DM / MGR		20
Order computer hardware.	DM		
Order computer software.	DM		
Order all required administrative forms.	DM		
Interview all prospective employees'. Make offers to allow for the next two weeks as the two week notice at their previous employer. Meet with existing contractor employees.	DM / MGR		4
Order all manuals etc. from Trinity Corporate Office.	DM		
Introduce the Manager to the institution.	DM		
Order any equipment as outlined in the proposal.	DM / MGR		



TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Provide legal with copy of RFP and Proposal.	PDC		
Send copy of Contract Request Form to Legal and note time frame for delivering to client and also any unusual terms or requirements	SALES		
Finalize the opening team travel arrangements.	DM		
Determine uniform sizes and place order,	DM / MGR		
Refine specific job descriptions for Trinity staff.	MGR		
Develop specific cleaning schedules for each institution.	MGR		
Prepare specific work schedules for Trinity staff.	MGR		
Order necessary office equipment and supplies.	MGR		
Contact the institution Medical Director for a current list of diets to ensure all necessary recipes etc. are available.	MGR / REGION DIETITIAN		
Contact the institution chaplain for a list of all religious diets.	MGR / REGION DIETITIAN		
Order a phone card for the unit management.	DM		
Establish our "back-up" production staff from a pool of experienced and seasoned Trinity employees.	DM\MGR		
Establish the schedule for ordering and receiving of food supplies. Coordinate with incumbent contractor.	MGR		
Review specific security, safety and institutional policies which will need to be conveyed to our permanent and opening team members.	MGR		
Order P-Card for new manager.	DM		
Submit form to get vendor number for new manager.	DM		
Finalize Menus.	DM		
Confirm serving times for inmates and staff.	DM/MGR		
Meet with institution staff to review progress.	DM/MGR		

TASK	ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Ensure employee training is on schedule to begin	MGR / TRAIN.	001111111111111111111111111111111111111	
next week.	COORDINATOR		
Prepare opening orders and discuss any areas of	MGR /		
concern with all pertinent vendors.	PURCHASING		
Establish preliminary production record forecasts,			
develop the appropriate production schedule AND	MGR		
COMPLETE Prep and Pull sheets for opening week.			
Review inmate requirements and current inmate	MCD		
work schedules at the institution.	MGR		
Create a current unit level, PBSO, table of			
organization to familiarize all Trinity staff with	DM		
institution chain of command.			
Arrange for the training of the administrative	MGR		
assistant.	William		
Create a table of organization for Trinity unit level	MGR		
operations.	Wien		
Prepare for the opening team a "Summary of			
Contractual Obligations," to help familiarize our staff	DM / MGR		
with unit level operations.			
Arrange for new telephone/fax lines if necessary.	MGR/IT		
Assess institutions current system for adequacy.	TEAM		
Determine which employees need ServSafe Training.	MGR		
Order CHAT.	MGR		
Develop meal count sheets and billing sheets.	DM / MGR		
Order Red and Green Buckets.	MGR		
Arrange for emergency medical treatment. Procure necessary first aid supplies.	MGR		
All unit personnel report for 40 hour training and orientation.	MGR		
Issue uniforms to employees'.	MGR		
Establish tool control and key control systems.	DM / MGR		
Arrange to have equipment sales/service			
representatives present to provide training on any	MGR		
new or existing equipment.			
Refine emergency contingency plans. Review with	MCD		
institution staff.	MGR		
Develop product delivery contingency plans.	MGR		
Place all opening orders. Confirm product availability	MCB		
through vendor representatives.	MGR		
Confirm product delivery dates. Coordinate with	MCD		
incumbent contractor.	MGR		
Meet with institutional staff to review progress.	DM / MGR		



TASK	: ASSIGNED TO	DATE COMPLETE	SPECIAL NOTES
Arrange for pre-opening cleaning (if necessary).	MGR		
Arrange for opening team to be on location at least 4 days prior to opening.	MGR		
Finalize inventory book/ordering system. Set up menu management system.	MGR / IT COORDINATOR		
Make final review of work schedule to ensure adequate coverage.	MGR		12"
Review equipment with incumbent institution staff.	MGR		
Review first week's menu with institution staff.	MGR		
Adjust production forecasts as necessary. Print recipes and production records for 1st week.	MGR		
All unit personnel report for Trinity orientation and training.	MGR / TRAIN. COORDINATOR		
Prepare the units filing system complete with files full of forms and other necessary documentation.	MGR		,
Receive opening orders.	MGR		
Arrange a "dry run" for delivery vehicles to points of service.	MGR		
Conduct equipment and small wares inventory with client.	MGR		

G. INSURANCE

Columbia County Jail

G. Insurance

Standard Insurance Certificate

A copy of our Standard Certificate is shown below, however, Trinity can our coverage to the needs of your facility, and add your facility as an additional insured if required.

ACORD CERTIFICATE OF I	IARII	ITV IN	CIID)	NCE	DATE(MM/DD/YYYY) 11/27/2018
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AN BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONS REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLD	ONLY AND MEND, EXTEN STITUTE A C	CONFERS N	O RIGHTS	UPON THE CERTIFICA	TE HOLDER, THIS
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, SUBROGATION IS WAIVED, subject to the terms and conditions certificate does not confer rights to the certificate holder in lieu of	of the policy.	certain polic	ADDITION	AL INSURED provisions juire an endorsement. A	or be endorsed. If A statement on this
PRODUCER AON Risk Services Central, Inc.	CONTAC NAME:	т			
St. Louis MO Office 8182 Maryland Avenue	PHONE (A/C. No		283-7122	FAX (800)	363-0105
St Louis MO 63105 USA	E-MAIL ADDRE	SS:			
		INS	URER(S) AFFO	RDING COVERAGE	NAIC #
NSURED Frinity Services Group. Inc	INSURE			nce Corporation	42404
77 Commerce Boulevard Oldsmar FL 34677 USA	INSURE		nsurance C	Fire Ins Co	33600 23035
rusiiidi F2 34077 USA	INSURE		cy macaa	1116 1113 CO	23033
	INSUREI	RE:			
TOWNS 1 Love	INSURE	₹ F:			
COVERAGES CERTIFICATE NUMBER: 57007	3977142		R	EVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR COND CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AF EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MA	DITION OF ANY	CONTRACT	OR OTHER	DOCUMENT WITH RESPE D HEREIN IS SUBJECT	
NSR TYPE OF INSURANCE ADDL SUBR POLICY NUI	MBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	- LIMIT	
X COMMERCIAL GENERAL LIABILITY E82651291759068 SIR applies per		12/01/2018	12/01/2019	DIGITOCOUNTERIOL	\$1,000,000
CLAIMS-MADE X OCCUR	portey ter	is & Collui	TORIS	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
				MED EXP (Any one person)	\$5,000
GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY GENERAL AGGREGATE	\$1,000,000 \$10,000,000
POLICY PRO- X LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
OTHER:					\$2,000,000
AUTOMOBILE LIABILITY AS2-651-291759-	-078	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
X ANYAUTO				BODILY INJURY (Per person)	
OWNED SCHEDULED AUTOS ONLY AUTOS				BODILY INJURY (Per accident)	
HIRED AUTOS NON-OWNED ONLY				PROPERTY DAMAGE (Per accident)	
A X UMBRELLA LIAB X OCCUR TH7651291759098		12/01/2018	12/01/2019	EACH OCCURRENCE	\$25,000,000
DED X RETENTION \$10,000				AGGREGATE	\$25,000,000
B WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY DEOPERITOR LAPATHER / EXECUTIVE Y/N SIR applies per		12/01/2018 IS & condi		X PER OTH	
ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000
				EL DIOLIGE I OCIOT EINIT	\$1,000,000
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks \$	Schedule may be a	ttached if more r	nace is require		
idence of insurance. Named Insureds include: Trinity Ser/	vices I, LL	C, A&S Comm	nissary Se	rvices, LLC, Swanson	Services
orporation.				29.	
ERTIFICATE HOLDER	CANCELLA				
	SHOULD AN EXPIRATION POLICY PRO	DATE THEREO	BOVE DESCRI DF, NOTICE WI	BED POLICIES BE CANCELL LL BE DELIVERED IN ACCOR	ED BEFORE THE RDANCE WITH THE
Trinity Services Group, Inc. 477 Commerce Blvd.	AUTHORIZED RE	PRESENTATIVE			
Oldsmar FL 34677 USA	هد ا	lon Ri	rk Sere	rices Central .	LED BEFORE THE DANCE WITH THE
ACORD 25 (2016/03) The ACORD name and	logo are regi	©19i istered mar	88-2015 AC ks of ACOR	ORD CORPORATION.	All rights reserved.

H. FEE PROPOSAL

Columbia County Jail

H. Fee Proposal

Financial Overview

Trinity Services Group has thoroughly reviewed the specifications of RFP C00055-FSJUL-19 and has prepared the following detailed fee proposal. Our pricing is all-inclusive and has been formulated upon consideration of the projected average daily population in the Columbia County Jail, minimum wage increases, and the complexity of food service operations, as a whole.

- As requested in the RFP, our all-inclusive pricing has been presented as price per meal (PPM) based on the population scale parameters specified within. The scale allows for pricing to be adjusted, as the population increases/decreases, instead of paying a fixed rate that must be artificially inflated to protect against loss if there are ever decreases in the daily population. Inversely, this benefits the county when there are increases in the daily population. This is especially important in the future when the stated gradual population increases Columbia County expects, take place.
- There are many factors that influence the PPM but the two largest are the quality of the menu and staffing. We have proposed two quality, nutritious ACA certified menu options for the inmates and major upgrades to the staff dining at the Columbia County Jail. We have also proposed what we feel is the proper staffing plan and associated wages that will promote satisfaction and stability for your facility. We respectfully request that Columbia County look at these details as they review all responses. Of course, if our pricing is too high, we are more than willing to discuss these and other pricing variables and work with you to address as needed.
- We have included a robust Preventative Maintenance Program within our PPM offer and capped it at ten thousand dollars per year. This cap is due to the simple fact that we cannot truly know what the maintenance costs for your facility will be until we have the proper time and experience with your facility and equipment to predict the needs and normal cycle. To ensure your satisfaction, we propose tracking maintenance costs monthly over the first year and sharing the results with you so that we can both see the status as it compares to our \$10K allotment. Using this process will allow us to quickly come to the understanding of whether or not this number is accurate. Please note, if it is too high, we are more than willing to adjust it down via the price per meal and refund any excess dollars as necessary. If this amount is too low and will be exceeded, we will, of course, ensure the equipment is taken care of but would work with the County (again providing clear documentation) and adjust the PPM upward to ensure the operation is whole and the amount is correct. In the end, this is a deferred cost program to target no more or less than the appropriate amount.
- As stated in our meeting with you, the volume of protein available through the Wild Game program is unknown and likely to be variable due to the nature of the supply. That being the case, Trinity Services Group is completely on board with assisting Columbia County with the development of such a program. We will commit to a 1 for 1 (based on current market pricing) exchange rate so that as these ingredients become available we can incorporate them into our menu cycle and will lower our PPM accordingly by the amount of Protein we did not have to purchase for the period the Wild Game lasts. As partners, Trinity Service Group is very excited for the possibility to assist with this program and any other that benefits you. Once developed, we would love to bring the option to our other Oregon partners as well!



As shown below, we have developed two pricing options for your consideration. As stated, these prices are all-inclusive of our proposal and are only differentiated by the type of milk used for each menu option. Columbia County can choose either option.

This price includes staffing, all food products, paper items and chemicals associated with food service operations, dietician services, menu development support, our proprietary kitchen management/food production software and crisis management services.

Sliding Scale Pricing With Milk

TRINITY SERVICES GROUP Columbia County Jail Inmate Population Sliding Scale **PRICE** FROM TO \$ 109 3.132 100 \$ 2.902 110 119 120 129 2.710 2.548 130 139 \$ 2.409 149 140 159 \$ 2.289 150 2.184 160 169 \$ 2.091 170 179 \$ 180 189 2.008 199 \$ 1.937 190 1.873 200 210

With Dairy Drink

TRINITY SERVICES GROUP								
	Columbia County Jail							
Inma	te Pon	ulation Slid	ing Scal	e				
IIIIIa	ле г ор							
FROM		TO	P	RICE				
100	a==	109	\$	3.107				
110	-	119	\$	2.878				
120	-	129	\$	2.686				
130	8	139	\$	2.525				
140	~	149	\$	2.386				
150	-	159	\$	2.266				
160	25	169	\$	2.160				
170	-	179	\$	2.068				
180	-	189	\$	1.985				
190	=	199	\$	1.914				
200	<u> </u>	210	\$	1.850				

^{*} Prices are subject to a CPI (food away from home) adjustment each year on contract anniversary. If needed, Trinity Services Group will provide an estimated adjustment request before the Columbia County budget cycle.

EXHIBIT "C"

- 1. <u>Staffing</u>. Notwithstanding anything to the contrary in this Agreement, at any time the County may determine in its sole discretion that an employee or agent of Contractor is not compliant with County policy or this Agreement. In the event that the County determines that an employee or agent of Contractor is not compliant with County policy or this Agreement, the County shall notify the Contractor that the employee is no longer authorized to enter the Columbia County Jail and the Contractor shall ensure that such employee does not enter the Columbia County Jail.
- 2. <u>Use of Wild Game</u>. Notwithstanding anything to the contrary in this Agreement, in the event that wild game is provided to the Columbia County Jail, Contractor will apply a credit towards regular meals based on the cost for similar or like items of usable portions served, provided, however, that such credit shall not be less than the cost to the County to butcher and package such game meat. The County will document the cost to butcher and package game meat and shall provide an invoice to Contractor. Contractor shall account for the credit applied with documentation of the cost for similar or like items
- 3. <u>Material Cost Changes</u>. Notwithstanding Contractor's Exceptions in Section A of Exhibit "A", the parties do not agree to meal price adjustments in the event of a material cost change except with respect to the annual cost of living adjustment set forth in Section 4 of the Agreement.
- 4. <u>Per Meal Costs</u>. Notwithstanding Contractor's Fee Proposal, in Section H. of Exhibit "B", the parties agree to the following Sliding Scale Pricing "With Milk":