

THE HONORABLE ROBERT J. BRYAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

STATE OF WASHINGTON,

Plaintiff,

v.

THE GEO GROUP, INC.,

Defendant.

Case No.: 3:17-cv-05806-RJB

DECLARATION OF JULIE WILLIAMS
DOJ STATEMENT OF INTEREST -
INTERGOVERNMENTAL IMMUNITY

I, Julie Williams, make the following statement under oath subject to the penalty of perjury pursuant to the laws of the United States and the State of Washington:

1. I am over the age of eighteen (18) and competent to testify in this matter. My statements are based upon my education, training, and experience. I have personal knowledge of Pierce County Jail operations because I was the Pierce County Sheriff’s Department (“PCSD”) Contract Services Manager for 20 years. I have since retired, and the position I held at the time of my retirement was Chief of Staff, and I reported directly to the Sheriff. In my position, I was responsible for contracting with the private corporations that provided professional and personal services inside the jail like Aramark Correctional Services, LLC and Consolidated Food Management, Inc.

1 2. The Pierce County Sheriff's Department Corrections Bureau is a direct and indirect
2 supervision jail located at 910 Tacoma Ave. S., Tacoma, WA 98402. The Pierce County Jail has an
3 operational capacity for 1700 inmates and currently employs approximately 300 correctional staff.
4 The Pierce County Jail is made of two facilities "New Jail" and "Main Jail". The New Jail was built
5 in 2003 and the Main Jail was built in 1985.
6

7 3. Individuals who are detained in the jail include individuals who have not been convicted of
8 any crime. These detainees and inmates who have been convicted may volunteer to participate in
9 the Inmate Worker Program.
10

11 4. Inmate Worker Program activities include food preparation, laundry, and janitorial services.
12

13 5. Detainees and inmates who choose to participate do not get paid wages nor monetary
14 compensation. The jail offers incentives that encourage participation in the program like extra food,
15 recreational time, or similar activities.
16

17 6. The Inmate Worker Program decreases idle time, which improves the safety and security of
18 the facility.
19

20 7. Pierce County contracts with private corporations that assist in the operational needs of the
21 jail so that Pierce County can most efficiently and effectively meet its obligations to care for the
22 health, safety, and welfare of its detainees and inmates within its budget limitations.
23

24 8. By way of specific example, Consolidated Food Management ("CFM") contracts with
25 Pierce County to manage the food service program inside the Pierce County Jail. Pierce County
26 used to use Aramark Correctional Services, LLC, which now handles the commissary while CFM
27 handles the kitchen.
28

1 9. As part of food service management, CFM, a private corporation, operates the kitchen
2 using detainee and inmate labor. CFM employees manage adequate staffing levels and provide
3 “proper inmate supervision” in the kitchen in the jail. Correctional officers provide security, but do
4 not run the kitchen or food service. CFM handles all meal preparation and clean up, using detainees
5 and inmates to perform the work that CFM oversees. CFM instructs detainees and inmates what to
6 do, when to do it, and how to do it so that meals are timely and properly prepared, and the kitchen is
7 adequately maintained. CFM may terminate any detainee from the program if the detainee or
8 inmate disregards instructions or is otherwise unproductive.
9

10
11 10. The CFM contract contains a provision obligating the contractor, CFM, to “comply with all
12 Federal, State, and local laws.” See page 9 of Contract No. 92068-000. The Minimum Wage Act is
13 not a law that Pierce County applied to detainees. Detainees and inmates were not paid under the
14 Minimum Wage Act.
15

16
17 11. The State has never enforced the Minimum Wage Act as to detainee or inmate participants
18 in the Inmate Worker Program.
19

20 12. Pierce County could not meet its budget obligations if Pierce County were required to pay
21 detainees and inmates minimum wages for their work in the jail. If detainees were owed minimum
22 wages, the financial implications would substantially impair the limited resources available to
23 Pierce County to run the jail, compromising other programs and service delivery that are needed to
24 ensure public safety and the health, welfare, and safety of Pierce County’s employees, detainees,
25 and inmates.
26

27 13. Attached are true and correct copies of the following documents:
28

29 a. Photographs depicting the Inmate Work Program at the Pierce County Jail.

30 DECLARATION OF JULIE WILLIAMS DOJ
31 STATEMENT OF INTEREST - INTERGOVERNMENTAL
IMMUNITY
3:17-cv-05806-RJB

III BRANCHES LAW, PLLC
Joan K. Mell
1019 Regents Blvd. Ste. 204
Fircrest, WA 98466
253-566-2510 ph

1 b. Pierce County Sheriff's Department Corrections Bureau Inmate Information Booklet.

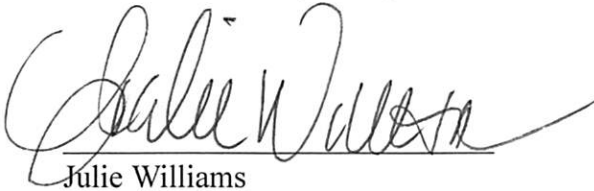
2 c. Pierce County Sheriff's Department Professional Services Agreement with

3
4 Consolidated Food Management, Inc. Contract No. 92068.

5 d. The News Tribune coverage of the Inmate Worker Program.

6 The above information is true and correct to the best of my abilities.

7
8 Dated this 13th day of September, 2019 at FIRCREST, WA.

9
10 
11 Julie Williams

CERTIFICATE OF SERVICE

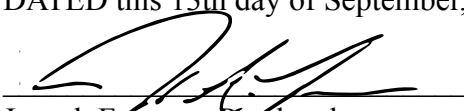
I, Joseph Fonseca, hereby certify as follows:

I am over the age of 18, a resident of Pierce County, and not a party to the above action. On September 13th, 2019, I electronically filed the above Declaration of Julie Williams, with the Clerk of the Court using the CM/ECF system to the following:

Office of the Attorney General
Marsha Chien, WSBA No. 47020
Andrea Brenneke, WSBA No. 22027
Lane Polozola
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
MarshaC@atg.wa.gov
andreab@atg.wa.gov
lane.Polozola@atg.wa.gov

I certify under penalty of perjury under the laws of the State of Washington that the above information is true and correct.

DATED this 13th day of September, 2019 at Fircrest, Washington.



Joseph Fonseca, Paralegal

EXHIBIT A

NWDC - Minimum Wage Work?



PC JAIL - Not Minimum Wage Work



NWDC - Minimum Wage Work?



PC JAIL - Not Minimum Wage Work



NWDC - Minimum Wage Work?



PC JAIL - Not Minimum Wage Work

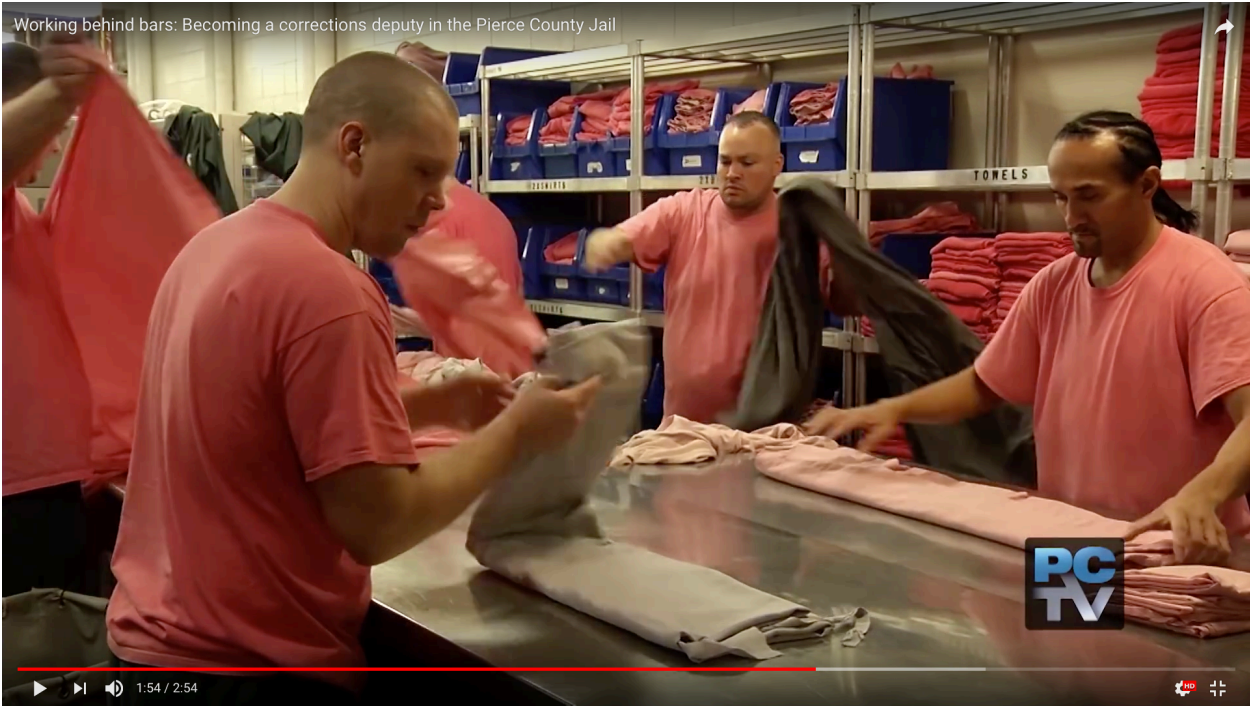


EXHIBIT B

**INMATE INFORMATION
BOOKLET**



**PIERCE COUNTY SHERIFF'S DEPARTMENT
CORRECTIONS BUREAU
910 Tacoma Avenue South
Tacoma, WA 98402**

Last Revision: 11/17/2009 9/2004
Revision Date: ~~10/24/2012~~ 8/29/2013

TABLE OF CONTENTS

Inmate Information Handbook—2013 Edition Cover page
 Table of Contents 2
 Introduction..... Undersheriff Eileen Bisson 3
 Emergencies..... 4
 Lockdown 4
 Smoke Free Facility 4
 Telephone Access 4/5
 Postal Service..... 5/6/7
 Jail Admission..... 7
 Religious Items on Person..... 7
 Classification 8
 Written Communication 8
 Inmate Grievance Process 8/9
 Inmate Due Process—Loss of privileges 10/11
 Medical Services 11/12
 Mental Health..... 12
 Dental Services..... 12
 Religious and Outreach Programs..... 12
 Court Information 12
 Release..... 13
 Visiting..... 13/14
 Incoming Funds..... 14
 Commissary.... Spending Limits..... 14/15
 Inmate Clothing Purchased through Commissary 15
 Access to items for Religious Worship 15/16
 Food Services..... 16
 Laundry Services..... 16
 Property and Property Exchange..... 16/17
 Authorized Inmate Possessions 17/18
 Library/Educational Services 18/19
 Housing Unit Routine.... Outdoor Recreation 19
 Minor Rule Violations..... 19/20
 Major Rule Violations 21/22
 Disciplinary Action for Major/Minor Rule Infractions 22
 Extreme Rule Violation... Sexual Assault, Abuse or Misconduct..... 23
 Cell Call Button 23
 Uniform Regulations & Dress Code..... 23/24
 Religious Dress 24/25
 Inmate Worker Program/Unit Worker 25
 House Rules—Inmate Behavior in Unit 25/26/27/28/29
 Weekly Formal Inspections/Main and New Jail... Formal Inspection Rules 29
 Damaged County Property 29/30
 Veteran Reintegration Services 30

INTRODUCTION

This handbook gives you important information regarding your stay in the Pierce County Detention and Corrections Center. You are responsible for reading it and following the facility rules.

While in our custody, you must follow the directions of staff and the rules of the jail. The rules may seem strict but are for your safety as well as the safety of other inmates and staff.

You will receive privileges based on your classification level. The level is determined by evaluating your current charges, prior offenses and your past and present institutional behavior.

Medical and Mental Health services are available to you as well as nutritious meals, clean bedding and clothing, laundry service, exercise and commissary.

You may receive visiting privileges, call and write your family and friends, and receive mail. We offer educational programs when available, legal law library services as well as social service programs. Religious services, books and counseling are available through the Program Coordinator. We offer work programs, both inside and outside the jail for sentenced prisoners.

Your attorney may visit you and you have access to the Department of Assigned Counsel via the telephone system.

The Pierce County Detention and Corrections Center utilizes both direct and indirect supervision of inmates depending upon the building or area you are assigned.

While here, your responsibilities are to:

- Obey the rules.
- Follow staff orders and requests.
- Do not damage jail property or the property of others.
- Maintain good behavior.
- Treat staff and other inmates fairly and with respect.
- Keep yourself, sleeping area and common areas neat and clean.

If you have any questions after reading this handbook, please ask the Corrections Deputy assigned to your housing area for clarification.

Under Sheriff Eileen Bisson

EMERGENCIES

The staff is trained for emergencies that could affect you and the jail. For your safety and the safety of others, immediately follow the instructions of your Housing Corrections Deputy when emergencies occur. If you discover an unsafe condition, notify your Housing Corrections Deputy immediately. Refusal or failure to follow a Corrections Deputy's emergency instructions is a major rule violation.

LOCKDOWN

When a Corrections Deputy instructs you or your unit to lockdown, you are to immediately return to your assigned cell and secure the door. If housed in an open dorm area, return immediately to your assigned bunk. If you are assigned to the floor space on a mattress, return to your mattress and stay put until otherwise instructed. Failure to lockdown is a major rule violation.

SMOKE FREE FACILITY

The Pierce County Detention and Corrections Center is a smoke free facility. No one is permitted to smoke within the confines of the complex. Cigarettes, tobacco and lighting materials are considered contraband and possession of them is considered an infraction.

TELEPHONE ACCESS

Telephones are available for use in your housing unit for outgoing calls to family and friends along with calls to the Department of Assigned Counsel (DAC). DAC staff can call you directly in your housing area. All outgoing calls, except DAC calls, will cost you or the person you call. You may buy telephone time from the commissary, (see page 12/13), to be placed on your inmate telephone pin number or your family and friends may open an account by calling Securus at 1-800-844-6591 or going online at www.securustec.net.

You may use the telephone during the time out of your cell. If another inmate is waiting to use the telephone, you will be expected to limit your calls. All calls are automatically shut off after 20 minutes. Abusing phone privileges is a major infraction and will result in the loss of your telephone privileges. You may also be sanctioned for making phone calls for other inmates who are on phone restriction. Misuse includes but is not limited to: loaning/selling your pin number, making 3-way calls, and contacting someone who has a no contact order against you.

Telephonic Device for the Deaf (TDD) are available for those who are hearing impaired. These inmates will be expected to use these devices in the living units they are assigned to. If there is not a TTY telephone line in the unit assigned, the inmate will make their call from the booking holding cell with the TDD telephone line. Hearing impaired inmates will be expected to pay the same prices as other inmates. TDD telephone calls will be 30 minutes in length instead of the normal 20 minute calls due to the additional time it takes to make a TDD telephone call.

POSTAL SERVICE

Mail is collected and delivered Monday through Friday only, except on Holidays. You may order magazines, newspapers, and soft bound books directly from the publisher unless you are a Classification Level 1 or 2, or regardless of classification, you are housed in 3 South or 3 North B unit. You cannot have books and magazines related to explosives, weapons or intoxicants, including how to make them. Any books or magazines showing explicit sexual pictures will be considered contraband.

All mail sent into and out of the jail requires postage. Outgoing inmate mail will be sent out in pre-stamped envelopes, available through commissary only. No outgoing mail/envelope will be decorated with drawings of any kind. All incoming and in-house mail is opened and inspected for contraband. Legal mail from your attorney or court will be opened in your presence.

Outgoing mail can be sent in any quantity and will not be opened unless there is good cause to do so. If you are without funds and cannot afford postage, you can request an indigent packet through the commissary.

The form below will be returned to sender marked with the item/s not allowed into the jail facility.

The form includes a list of unauthorized items most commonly returned:

RETURNED INMATE MAIL

This mail is being returned for one or more of the following reasons. The list below includes some of the most common reasons for mail being returned, but is not limited to these items only. The Pierce County Jail reserves the right to reject any item that it considers to be unsuitable. All mail must include the sender's return address on the envelope. Please include inmate's booking number on all correspondence to ensure accurate delivery.

- Address labels
- Blank paper, blank cards and blank postcards
- Bubble wrap
- Cardboard (cardboard mailer contents require an inside white envelope)
- Cash or personal checks
- No color paper envelopes (white paper only)
- No color on greeting cards
- Confetti
- Coupons or gambling items
- Crude, objectionable and/or inflammatory materials
- Excessive coloring or puzzle pages (limit 10)
- Excessive ink, marker or paint
- Foil, foil-lined envelopes, padded envelopes

- Food items
 - Gang-related materials
 - Gel pen/metallic ink
 - Glitter; glued items
 - Hand gestures
 - Laminated items
 - Lipstick
 - Manila envelopes; metal clasps
 - Musical cards
 - Nude/semi-nude photos, including babies and children
 - Paper clips; staples
 - Perfume, cologne or scented items
 - Plastic; plastic envelopes
 - Polaroid pictures with backings
 - Racial materials
 - Ribbon; string
 - Sexually explicit materials
 - Stamps, envelopes, paper (must purchase from commissary)
 - Stickers; post-it notes
 - Tape (clear tape only)
 - Tobacco or tobacco products
 - Tyvek envelopes
 - Unauthorized inmate-to-inmate correspondence
 - Unknown substances on envelope, paper, photos
 - Unsigned, incomplete or altered money orders
 - White-out
 - OTHER – specified:
-

Any items considered to be contraband will result in the envelope and its contents being returned to sender and may possibly be investigated for criminal violation. You will be notified if any of your mail was returned.

Mail Rejection Appeal

You or the sender has a right to appeal the mail rejection. You may fill out a grievance form to start the appeal process.

Acceptable items for U.S. Mail delivery to inmates include: letters, money orders, cashier's checks, photographs, newspaper clippings, written documents forwarded for signature, and legal mail between attorney and inmate. New paperback books or magazines may be shipped directly from a publisher, bookstore or internet bookstore. They may not be shipped directly from an individual. Avoid having items shipped via Fed-Ex, due to difficulty in returning them when necessary. No hard back books and spiral-bound books allowed. No used books, magazines or literature allowed. Limit 3 books at one time.

EXCEPTION:

Inmates classified as Level 1 or Level 2 are not allowed outside books, magazines, newspapers, or articles clipped from those sources unless they directly pertain to their class.

Your mailing address is:

YOUR FULL BOOKING NAME
Your Booking Number
910 Tacoma Ave. S.
Tacoma, WA 98402

All mail must be addressed to your booking name or it will be returned to sender as if you are not here. Including your booking number can alleviate problems if you have a common name.

Inmate to Inmate Correspondence

It is against jail policy to send any correspondence to another person who is currently incarcerated without prior written approval from the Chief of Corrections. To request correspondence authorization send a kite to the Chief of Corrections and state the name of the inmate you wish to correspond with. After approval, if personal issues appear in the correspondence or it goes through a third party, one warning to stop will be given. If behavior continues, authorization to correspond will be revoked for a one year period between both people.

Jail Admission

All persons, regardless of their origin of arrest or previous location, will be processed through the new facility booking area. You will be searched and asked questions about your health, mental condition, personal information such as full name, address, date of birth, age, next of kin, etc. Your personal items, valuables, and money will be inventoried and stored. You will receive a receipt for all of your personal property. Money will be placed on your personal account for future use. You will be given a telephone pin number in order to use the telephones in the housing units. **Do not give this pin number to other inmates or lose it.** You may purchase a phone voucher through commissary if you do not bail out (see commissary-page 12/13). You will be photographed, fingerprinted and issued jail clothing. Upon completion of the booking process, you will be given the opportunity to use the telephone. First two 10-minute calls are free.

Religious Item on Person at Time of Arrival at the PCDCC:

If a new inmate comes to the PCDCC's with religious items that meet PCDCC's criteria, the inmate will be allowed access to those items after being assigned to a housing unit. If an inmate arrives without such items, the inmate will be allowed to purchase an approved version from the commissary only.

Classification

During the booking process, a booking Corrections Deputy will determine your temporary cell assignment, level of supervision, and emergency medical or mental health needs.

Within 48 hours, you will receive a primary classification decided by the Objective Classification (OJC) system. This will determine your security designation, housing, Differentiated Inmate Management (DIM) privileges and treatment services.

Your classification level is periodically updated throughout your confinement and changes depending on your behavior and special needs.

Listed below are the **nine** classification levels:

Class. Level	Security Level	DIM Privileges	Out of Cell Time	Housing Assignment
1	Maximum	Severely restricted	1 hour a day	Old Jail
2	Maximum	Restricted	4 hours a day	Old Jail
3	High, medium	Limited	8 hours a day	Old/New Jail
4, 5	Medium	Limited	16 hours a day	New Jail
6, 7, 8	Minimum	Unrestricted	16 hours a day	New Jail
9*		Limited		Temporary

* Inmates in Classification level 9 have not received a primary classification.

Written communication "Kites" are small paper request forms supplied in every housing unit. Use this form to write a request to obtain information, ask for assistance or make special requests.

Inmate Grievance Process

An inmate shall first present a complaint/issue informally to staff, and staff shall attempt to informally resolve the issue before the inmate submits a grievance form. See steps #1 and #2 below.

Steps Inmates should follow for resolving a Grievance:

1. Request resolution assistance from the unit Corrections Deputy. If not resolved proceed to step #2.
2. Submit a KITE to the appropriate supervisor (see list below) assigned to address the inmate's issue. Kites must be submitted within 10 days of the date the issue of concern occurred. You do not need to contact the duty sergeant. These kites must first be signed and dated by the unit deputy, to include their unit number for further processing. This verifies the date the grievance process begins.

<u>Issue</u>	<u>Supervisor</u>
Mental Health Unit	Specific MHP or Mental health
Clinic/Medical	Kite Nurse
Food Services	Programs Sergeant
Commissary	Programs Sergeant
Classification	Classifications Sergeant
Religious	Program Coordinator

The supervisor will respond within 10 working days. If not resolved proceed to step #3.

3. When the inmate receives a reply from the supervisor on the returned kite, the inmate may grieve the response on a grievance form. The kite must be attached to the grievance form. The time limit for filing a grievance is 25 days from the date of the original request/kite.

The supervisor will respond within 10 working days. If not resolved proceed to step #4.

4. An inmate may appeal the grievance response within 20 calendar days from the date the responder signed the grievance form. The appeal may address only the issue in the original grievance. Specific reason for appeal must be stated and appeals may not be combined.

The supervisor of the responder will respond within 10 working days of the appeal receipt.

- * If steps 1 through 3 are not followed the kite/grievance may be rejected.
- * Inmates may be sanctioned for submitting false or frivolous grievances.
- * Kites or grievances will be rejected for inappropriate or threatening language.
- * Kites or grievances will be rejected if they have spills or unknown substances on them.
- * One issue is allowed per kite or grievance or the kite or grievance may be rejected.

- * An inmate may not submit a kite or grievance on behalf of another inmate.
- * A kite or grievance may not be filed by a group of inmates.
- * If additional space is needed additional sheets may be added.

Resubmissions:

Rejections: A request or appeal may be rejected and returned to the inmate without response if it is written in a manner that is abusive, obscene, or does not meet the requirements listed above. When a submission is rejected, a written notice will be provided to the inmate explaining the reason for the rejection.

Inmate Due Process—Loss of Privileges

The following is an effort to ensure due process on Loss of Privileges.

The following procedure will not prevent Corrections Deputy control of TV, temporary inmate lockdown, or lockout of cell/bunk area to ensure compliance with jail rules and regulations, or for the safety and security of the jail.

All privileges (visiting, unit worker assignment, commissary, phone, movies, out of cell time, etc.) may be recommended as a sanction (taken away) for disciplinary reasons by the reporting Corrections Deputy. The Duty Sgt. must approve loss of privilege(s).

All disciplinary loss of privilege reports will be reviewed by the Shift Sgt. within 36 hours of Sgt. receiving the report.

Disciplinary Loss of Privilege Reviews will require:

Reporting Corrections Deputy will write report (PCDCC Incident Report). Copy of report will be distributed to appropriate areas including to the Shift Sgt.

Reporting Corrections Deputy will verbally advise the involved inmate(s) on the reason(s) and intent to remove one or more stated privileges (document same in the report).

The Shift Sgt. will review report with the Unit/Cluster Corrections Deputy.

The Shift Sgt. will meet with the involved inmate within 36 hours of receiving the report for the purposes of allowing the inmate an opportunity to respond before the sanction/discipline is imposed.

The inmate will be provided with the decision, including justification, by the Shift Sgt. The inmate will be advised whether sanction(s) will be upheld, modified, or reinstated.

The decision of the Sgt. will be thoroughly documented as a supplemental to the disciplinary Loss of Privilege report. A copy will be sent to the Shift Lt. The decision of the Sgt. is final – no second level appeals.

Classification will only review those disciplinary Loss of Privilege reports that result in inmate reclassification – in accordance with classification procedures. Otherwise, all disciplinary Loss of Privilege reports will be reviewed by the Shift Sgt.

Loss of Privilege will not prevent inmate access to attorney phone calls or attorney visiting. Deprivation of regular feeding, correspondence privileges, clothing, bed, bedding, or normal hygiene implements and facilities shall not be used as a disciplinary sanction. Exceptions: Type of clothing and bedding, correspondence privileges or possession of correspondence materials and hygiene implements may be restricted when warranted for legitimate safety reason(s) or by court order.

Medical Services

Licensed medical personnel staff the medical clinic/booking 24 hours a day. They provide routine and emergency care services. We will give you medical attention within a reasonable amount of time when you have a valid medical complaint. If you need medical attention for non-emergency complaints, you must complete a kite available in your housing unit. Include your full name, housing location along with a brief and specific description of your problem. Place the kite in the Medical Kite Box located in your housing area. A clinic staff member will pick up your medical complaint. Designated medical staff will screen each kite to prioritize them for medical services.

You can also access emergency health services through your Housing Corrections Deputy. If you have a potential life-threatening medical emergency, let your Housing Corrections Deputy know right away. All medical emergencies will be called by Corrections Deputies.

If you have private insurance, it may be billed for medical services provided. ~~The triage nurse may charge a \$5.00 fee for some medical services.~~

Medical staff will visit jail housing units three times a day to distribute prescribed medication. When receiving prescribed medication, you must bring a cup of water to the door with you. You cannot take your medication with any liquid other than water, and you must use your own cup. Take the medication and immediately follow with a swallow of water. You must then open your mouth and show the nurse that you have swallowed the medication. Inspection of your cup is also required. When in line for medication pass, please allow for privacy at the cart by standing 5 feet from cart. Do not inquire about medical issues during medication pass. Write a kite.

You can help prevent communicable disease! Do not share eating utensils, combs, clothing, towels, bar soap or any other personal items. **Showering daily and washing your hands frequently** in soapy water will help in preventing the spread of disease and may protect you from common illnesses such as colds and flu.

Mental Health Services

There are mental health services available in the jail. If you want to see a Mental Health Evaluator (MHE), fill out a kite and place it in the medical kite box in your housing unit. To better serve you, please be specific as to the reason for your request. If it is not clear as to why you are asking to be seen, a kite may be returned to you requesting additional information. You may also ask for help directly through your Housing Corrections Deputy or Booking Corrections Deputy.

Dental Services

The jail provides limited dental care. Fill out a kite addressed to the dentist and place it in the medical kite box in your housing unit. Basic dental services are provided approximately once a week by a licensed dentist. A fee of \$5.00 will be charged to your account for each visit. There is no denial of dental service for those who are indigent.

Religious and Outreach Programs

Group and individual religious services are available to you in the jail. The jail Program Coordinator is available to answer questions and provide help concerning religious services, access to religious items of worship, literature, correspondence courses, family crisis, death notifications and religious diets. The Program Coordinator can be contacted concerning Alcoholics Anonymous meetings.

All requests for religious items or accommodations shall be made by the inmate in the form of a **religious kite**, identifying the accommodation requested and the inmate's sincere religious belief and affiliation. **Religious kites can be obtained from the unit deputy.**

Court Information

Every person booked into the Pierce County Jail is entitled to legal counsel. If you do not have an attorney and/or cannot afford one, the Department of Assigned Counsel will appoint one for you. You may call them to see if you are eligible by using the Department of Assigned Counsel phones in your housing unit.

If you need an interpreter, the courts will provide one to you.

You will be escorted by Corrections staff to all criminal court appearances while incarcerated. If you are booked over the weekend or too late in the day to be placed on the court roster, you will not go to court until the next working day.

If you have out-of-custody court, appearances scheduled other than those for which you were booked, contact the court by mail and let them know that you are incarcerated here.

Arraignments for Tacoma Municipal, District #1 and Superior courts are held Monday through Friday, excluding holidays.

If you are booked on new charges from other courts located in Pierce County, not previously listed, you will have a judicial review within 48 hours of your booking as long as all charges from the previously listed courts have been addressed.

For court appearances outside of Pierce County, normally you will not be transferred to another County until all local charges have been addressed and a release has been received.

Release

You may be released from jail by one of the following ways:

- Posting bail through friends, family or a bail bondsman.
- Personal Recognizance (SIP) process by the arresting officer.
- After serving your sentence. You may earn good time to shorten your stay.
- By the courts.

To receive a temporary release, you must obtain a Court Order. Contact your attorney or Judge to obtain the order.

If sentenced to pay or serve, you can either serve the sentence or pay the amount of the fine.

Visiting

Contact visiting with family and friends is not available. The time and days of visiting depend upon your housing location and classification. If you are an unclassified (class level 9), you are not authorized visiting until you have been primarily classified. Once you are classified, you are responsible to fill out a yellow kite providing your visitor's name, date of birth, and the visiting time slot desired. Turn the kite into the Cluster/Unit Corrections Deputy. She/he will review your request and if approved, schedule the visit. The kite will be returned to you either approved or denied (with the reasons). For more information on visiting see your Cluster/Unit Corrections Deputy.

Records checks are completed on those persons scheduled to visit inmates. You are responsible to tell you visitor the time and date that they are scheduled

to visit. You must also tell your visitor that they must arrive at the jail ½ hour earlier than the scheduled visit time. Any inappropriate activity during visiting will result in the termination of your visit and possibly future visits. No electronic devices are allowed.

Incoming Funds

Family and friends can deposit funds in your prisoner account at both the Old Jail and New Jail Reception Lobbies from 8am to 10pm, 7 days a week using "Access Corrections" Kiosk Machines. The Kiosk Machines will accept: cash, debit and credit cards, with the Master Card or Visa logo. Access Corrections also offers inmate deposits via the internet at: www.inmatedeposit.com and by phone deposit at: 1-800-966-8755. Deposits made by internet or phone can be made 24 hours a day and 7 days a week. Access Corrections charges a service fee for all inmate deposits.

Effective March 1, 2012 money orders, cashier's checks and traveler's checks with your name on it **will only** be accepted through the US Mail.

The maximum dollar amount that an inmate may have on their account at one time is \$400.00.

Regardless of which option is used, you will receive a receipt.

For Commissary Deposits made by money orders, cashier's checks or traveler's checks, the money must be put on your account by Wednesday at 3pm. Commissary deposits made by "Access Corrections" must be made to your account by 2am Thursday morning.

The Pierce County Sheriff's Department, Corrections Bureau is NOT responsible for any incorrect transactions made with Access Corrections.

All "Access Corrections" questions or complaints need to be made to 1-866-345-1884, or on line to: customerservice@accesscorrections.com

Commissary

Commissary services are available to you as a privilege. The dollar amount you can order depends upon your classification level. If you have one dollar or less, you may order indigent items. See table below:

Class/Spending Limits

Class 1	--	\$20.00*
Class 2	--	\$40.00
Class 3	--	\$50.00
Class 4-5	--	\$80.00
Class 6-8	--	\$90
Class 9	--	\$15*

(*necessities only)

All classification levels may purchase up to \$70.00 in telephone time each commissary. This time will then be credited to the inmate's telephone pin number, which was received when booked in to the facility.

Blank commissary order forms will be distributed by the Cluster/Unit Corrections Deputy. Inmates will complete the commissary order forms and turn them into the Cluster/Unit Corrections Deputy on Wednesday evening by 9:00 p.m. Late orders will not be accepted. Failure to note **Booking, Name, Date, Location and Quantity** in a clear legible manner may result in the order not being filled that week.

Commissary will be delivered on Saturday to the main jail and Sunday to the new jail. If there are discrepancies or errors, they will be submitted to the Programs Sgt. who will refund money to the inmate's account.

If you are housed in disciplinary units 3SA, B, C, D or F, and 3NB, you will be limited to **necessities only**, when ordering commissary.

Inmate Clothing Purchased through Commissary

In addition to jail issued uniform items, inmates will have no more than two t-shirts, two pairs of socks, two pair of underwear, one sports bra (FEMALES) and one pair of thermal underwear in their possession. The limits listed above will be enforced by the cluster/unit Corrections Deputy's. Therefore, stay within these limits when ordering clothing through commissary.

- If any purchased clothing is torn, ripped or defaced in any way, it becomes contraband and may be discarded or placed in the inmate's property at Corrections Deputy's discretion.
- Commissary will **NOT** replace items lost or damaged during laundry.
- When you leave the facility, you are not allowed to give away purchased items to other inmates. Should an inmate be found with clothing they have no record of purchasing, items will be confiscated.

Access to Items for Religious Worship

PCDCC policies and practices have been revised to allow Muslim Inmates to purchase from the commissary with pre-authorization from the Programs Coordinator the following items, if they have a sincere religious belief that they should do so, for use in their cell and during congregate prayer:

Kufi, Miswak, Prayer Oil, and Prayer Rugs. Requests for purchase can be made by submitting a **religious** kite to the Programs Coordinator.

Kufi's: Inmates may wear an approved Kufi in their cell and during congregate prayer outside the unit. When not worn, such Kufi's must be stored with an inmate's personal items in his cell or bin/container that is used to store an

inmate's property. Inmates are responsible for properly storing their approved Kufi prior to transfers within the jail. Staff may request to search Kufi's for contraband at any time. **Purchase Price: \$7.00**

Prayer Rug: Inmates may request a second towel in lieu of a prayer rug. Upon request to the Programs Coordinator, the inmate will be provided an unused second towel of a different color from regular issue jail towels, to be use as a prayer surface in their cell and during congregated prayer. The prayer rug or second towel must be kept with the inmate's personal belongings when not in use for prayer. The second towel can be exchanged by the inmate for a new unused towel if it becomes soiled and no longer acceptable as a prayer surface. Authorization of a second towel will be documented in the inmate's behavior log. Staff may request to search Prayer Rugs for contraband at any time. **Purchase Price: \$15.00**

Prayer Oil: Any prayer oil approved for purchase is subject to removal at a later time should another employee or inmate develop a medically-documented sensitivity. **Purchase Price: \$5.00**

Miswak: A Miswak that is the same or similar size as issued toothbrushes, are to be used under the same conditions in which inmates of the same classification level are allowed to possess and use an authorized toothbrush. **Purchase Price: \$3.00**

Food Services

All meals served in the jail are prepared here. We serve you three meals daily at your housing unit. The Food Services Manager provides a ~~3,000~~ 2600 calorie diet, approved by a dietician to meet FDA regulations.

Special diets for medical or religious reasons are provided. Dietary snacks are provided to inmates who have special medical needs. These special diets and snacks are arranged through the clinic or Program Coordinator.

Laundry Services

Laundry Services are provided to you during your stay in the facility. See your Housing Corrections Deputy for the laundry schedule.

Property and Property Exchange

You are only allowed a total of \$400.00 on your inmate money account. All requests to release money and/or personal property will be submitted on a Release of Personal Property Form. To release money, the form must be routed to the Classification Sergeant for screening and processing. To release property the form must be routed to the Release Sergeant for screening and processing.

Generally, money will be released for emergencies, attorney and legal fees, fines, bails, etc. Requests to release money must include the amount to be

released, the name and relationship of the person the money is to be released to, and the purpose of the release. Normally funds will only be released to the inmate's next of kin or bonafide attorney. Funds will be in the form of a check. Keys will be released to immediate family, roommate, employers, etc. to provide the safeguarding of vehicles and residences. Other property will not be released, except in extreme emergency and with proper approval. If your car was towed at time of arrest, a kite must be filled out for vehicle release and addressed to the specific towing company.

Authorized clothing for trials will be accepted at the New Jail reception desk, the day of trial only. Items will be traded one-for-one and no more than three (3) sets of clothing will be accepted for each inmate.

If you are being transferred to a Washington State institution, you may designate a person to pick up personal items you leave behind. The person you have designated must pick up your personal items within 60 days after you have left the jail or it will be disposed of in accordance with RCW 63.40.010 which reads, "Whenever personal property...shall come into the possession of the Sheriff...in connection with the official performance of his duties, and said personal property shall remain unclaimed for a period of sixty days...said county Sheriff may retain the property for the use of the Sheriff's office. Identification will be required prior to any exchange of your personal property."

Authorized Inmate Possessions

You can have a reasonable amount of personal property in your possession along jail issued items as long as safety and security requirements are met.

Authorized jail issued items are:

- One mattress
- One sheet
- One mattress cover
- One blanket (two during winter months)
- One towel
- One cup

Authorized Health items:

- One toothbrush
- One tube of toothpaste
- One comb

Purchased Commissary items in reasonable amounts determined by your classification level are authorized.

Authorized Male Issued Clothing:

- One uniform
- One T-shirt

- One pair of under shorts
- One pair of socks
- One pair of sandals

Authorized Female Issued Clothing:

- One uniform
- One T-shirt (one night-shirt, if housed at new jail)
- One bra
- One pair of underpants
- One pair of socks
- One pair of sandals

Inmate workers may have additional uniforms, tennis shoes and underwear issued to them.

Authorized Personal Property:

- Approved medication, medical prostheses, prescription eyewear, including contact lens container, dentures and hearing aids.
- Three books
- Current newspapers not to exceed three days and magazines received from a publisher not to exceed five.
- A reasonable amount of cards, letters and legal papers that can be stored neatly.
- Address books (no metal).
- Writing materials and a week's worth of pre-stamped envelopes.
- Personal photographs (non-Polaroid).

NOTE: Whenever you leave your housing unit, you must not have any property in your possession and your pockets must be empty. Exceptions may be made for court and medical needs.

Library/Educational Services

Books, magazines and other periodicals are available in your housing unit for Classification Levels 3 and above. A new selection is provided every week. Books are to be returned to the book box when reading is completed. Classification Level 2 inmates receive books via jail library book box. Class 2 inmates may have one religious book and 2 books (via jail book box) in their possession. Class Level 1 and 2 inmates are not authorized magazines or newspapers. Regardless of classification, there are no library services via book box for those housed in 3 South or 3 North B. Inmates in these housing units may send one kite request per week to the library requesting a book. Law Library services are available through the library via kite request. Only two legal requests will be processed at one time for individual inmate, and the time limit for return is 3 days. Submittal of more than two legal requests per inmate may prevent inmate from receiving any legal items requested. Return legal items to your Housing Corrections Deputy.

Education Classes

Adult Basic Education and Life Skills classes are taught when an instructor is available.

Housing Unit Routine

Your housing unit routine will depend upon your classification. Talk to your Housing Corrections Deputy for details.

Outdoor Recreation

You are permitted to have outdoor recreation one hour a day, three times a week. Inmates in disciplinary or administrative segregation (Classification Level 1) are not permitted outdoor recreation. Inclement weather or special needs of the facility could take precedence.

Minor Rule Violations

A minor infraction is defined as a violation of this facility's standards of conduct: disobedience of verbal or written orders from corrections staff, insubordination or disrespect toward corrections staff, or failure to comply with standard operating procedures. Following is a list of minor rule violations:

- Repeated swearing or use of vulgar language.
- Disturbing the sleep of other inmates.
- Threatening another person with bodily harm or with any offense against his/her person or property.
- Possession of money or currency unless authorized.
- Loaning of property for profit.
- Possession of contraband. Contraband is defined as anything not authorized for retention, not issued by regular channels, and/or an authorized item which has been altered to serve a purpose other than its original purpose.
- Failing to perform work as instructed by Corrections Staff when capable of doing so.
- Lying to staff members.
- Intentional failure to follow published safety or sanitary regulations.
- Smoking.
- Gambling.
- Encouraging other prisoners to break a facility rule.
- Passive refusal to follow a legitimate order of corrections staff which refusal does not:
 - **Cause a delay in any court proceedings.
 - **Involve or require physical contact with corrections staff.
 - **Require a change in routine operations.
 - **Delay lockdown or lockdown/count.

- Failure to prepare for morning inspections or to keep the cell in a clean and orderly manner.
- Entering a cell or bunk area not assigned to you.
- Sitting on or blocking stairways.
- Moving chairs into rooms, on top of tables or to the upper tiers.
- More than one person in the shower at one time.
- Hanging clothes to dry anywhere other than on clothing hooks.
- Possessing any clothing other than those issued by corrections staff.
- Possession of commissary items in excess of maximum amount based on your class level.
- Running or roughhousing.
- Failure to maintain proper personal hygiene.
- Failure to respond when called for medication distribution.
- Failure to sign the commissary forms after merchandise has been delivered.
- Hanging, gluing, taping or affixing anything to walls, doors, windows, cell lights, furniture or vents.
- Excessive use of call button.
- Disrespect towards staff.
- Knowingly making false complaints via the grievance system.
- Filing excessive duplicate grievances on the same issue.
- After lock-down, inmates in units or open or modified dorms failing to remain in their assigned bunks/cells unless using the restroom.
- Unauthorized taking of food trays, eating utensils or food items other than those purchased through commissary into cell or bunk areas at lunch and dinner meals.
- Retention of any food item served during meal times.
**ALL FOOD SERVED AND NOT CONSUMED DURING MEAL PERIODS WILL BE THROWN AWAY, INCLUDING FRUIT AND BREAD.
- Giving away, trading or selling any food item.
- Giving away, trading or selling anything of value.
- Present in any unauthorized area of the facility
- Deliberate tampering with or closing the door of a room other than your own.
- Tampering with or modifying the channel selection device on the TV.
- Using kites or other jail documents for personal use such as for mail.
- Two or more visitation no shows.
- Failure to follow any orders given by Corrections Deputies.
- Abuse of Religious accommodations.
- Abuse of Religious items.

NOTE: INMATES WILL BE HELD ACCOUNTABLE FOR THEIR CELL OR BUNK AREA. ANY DAMAGE INCURRED WILL BE THE INMATE'S RESPONSIBILITY.

Major Rule Violations

A major infraction is defined as violating any law of the State of Washington, Pierce County Codes, or of any rule described below to include any act that threatens or causes harm to another person. Major infractions include the following:

- The refusal or failure upon request to follow any order given by Corrections personnel, which refusal causes or tends to cause:
 - **Delay or interference in court proceedings.
 - **The diversion of Corrections Personnel.
 - **The destruction or damage to County property.
 - **Delay in lockdown and lockdown/count.
- Striking, hitting or throwing any object or substance at another person.
- Continuous or repeated yelling, shouting, or otherwise making noise for the purpose of disturbing the peace and order of the Corrections facility.
- Extortion, blackmail, demanding or receiving money or anything of value in return for protection against others, or under the threat of informing.
- Engaging in sexual acts with others.
- Engaging in sexual remarks/acts directed towards staff or others.
- Holding a person hostage.
- Fighting with another person.
- Intentionally mutilating or altering clothing issued by the County.
- Lying to a staff member with the intention of causing an innocent person to be penalized or proceeded against.
- Answering an intercom page for Corrections Personnel.
- Intentionally or recklessly setting a fire or possessing fire making materials.
- Claiming to be another person for any purpose.
- Intentionally or recklessly destroying or damaging County property or the property of another person.
- Stealing or knowingly possessing stolen property.
- Mail Manipulation.
- Tampering with or blocking any locking, safety, or emergency device. This includes tampering with any call button used to summon CCR or an elevator.
- Tampering with, damaging or mutilating any part of the facility structure, to include, but not limited to, electrical outlets, ceilings, cell windows, cabinets, sink and shower fixtures.
- Tampering with, damaging or mutilating County property within the cell areas, to include, but not limited to, television sets, telephones, ceiling

tiles, chairs, tables, brooms, mops, buckets, dust pans, scrub brushes, all other cleaning equipment.

- Possess or introduce any explosives/ammunition.
- Possess or introduce any gun/weapon/unauthorized tool.
- Possess or introduce unauthorized drug or intoxicant.
- Unauthorized possession of any Corrections Deputy or staff's clothing.
- Possession of or introduction, transfer or use of any narcotics, controlled substance, intoxicants or drugs not prescribed by medical staff.
- Becoming intoxicated or under the influence of any unauthorized drug, narcotic or controlled substance while in the jail facility or outside the jail on Corrections supervised activities.
- Giving or offering any official or staff member a bribe or anything of value for a service or favor.
- Rioting.
- The wearing of headbands, wristbands, and/or waist bands that are fabricated from issued items of clothing or bedding. Willful destruction or damage to County property is a chargeable offense.
- Attempting to commit, or aiding another person to commit, a serious infraction. Such action will be considered the same as the commission of the offense itself.
- Attempt to commit, or aiding another in suicide.
- Giving, trading or selling any medication to another.
- Providing false information to medical staff.
- Hand gestures such as gang signs, obscenities, etc.
- Hand inside of outer clothing.
- Communication with the public through the courtyard.
- Misuse of telephone pin number and telephone privileges.
- Sexual abuse or sexual misconduct.
- **New Jail** — Crossing the yellow line at the front of the unit without Corrections Deputy's permission.
-

Disciplinary Action for Major or Minor Infractions

Inmates guilty of a major infraction are subject to charges being filed by the Pierce County Prosecutor, referred to the Pierce County Sheriff for investigation or appearance before the Corrections Classification Board. Inmates guilty of a major or minor infraction are subject to one or more of the following sanctions:

- Removal from work assignments.
- Forfeiture of good behavior credit.
- Reclassified and placed in disciplinary or administrative segregation.
- Loss of privileges such as commissary, visiting, etc.
- Denial of Inmate Worker or unit worker assignments.
- Verbal or written reprimand.
- Lockdown or lockout of cell or bunk area.
- Charge for property damage.

Extreme Rule Violation

An extreme rule violation/infracton is defined as any act by an inmate that generates a felony general report or a major rule violation committed by a level 1 inmate.

Sexual Abuse and Sexual Misconduct

It is the policy of this department to have zero tolerance with regards to sexual assault, sexual abuse or sexual harassment in this facility, in compliance with statutes, regulations, PREA and best correctional practices. The Corrections Bureau will fully investigate, pursue disciplinary action, and refer for prosecution those who are determined to be perpetrators in such conduct.

If you feel you are the victim of a sexual assault, abuse, harassment or misconduct, you must contact a staff member immediately.

PCDCC has provided the service of a free call to the Rebuilding Hope Sexual Assault Center of Pierce County at ~~253-474-7273~~ 7-8-9

Cell Call Buttons

Cell call buttons are located within each old jail individual cell (next to the door or inside doors) within a unit or dorm area, except in 3 East and 4 East. Inmates assigned to the New Jail do not have call buttons. The buttons are intended to alert staff of an emergency situation. It is not intended for the purpose of routine inquiries.

Individual cells in 3 North C Unit and 4 North A & C Units have no bathroom facilities. Inmates assigned to these cells are encouraged to use the unit facilities prior to lockdown. If assigned to one of these areas, you are asked to request use of the unit bathroom facilities when your housing Corrections Deputy is inside the unit. The use of the call button to request the use of the bathroom facilities is allowed. However, excessive use of the call button for this purpose will not be tolerated.

Uniform Regulations & Dress Code

Inmates will wear issued jail attire that fits properly, and they will obey the following uniform regulations and dress code:

- Inmates are required to wear uniform trouser/overall and a t-shirt when out of assigned cell.
- Inmates must be fully dressed, to include wearing a uniform top while in the Corrections Deputies work station or exiting the housing area. During this same time a t-shirt will be worn so that it is tucked into trouser.

- Inmates will not wear more than one set of issued uniform attire or other underclothing at any one time. Along with the issued uniform attire, no more than one (1) shirt and (1) pair of socks will be worn during any one time.
- Inmates are not allowed to wear thermal clothing when escorted beyond the housing unit S/P outer gate. Exceptions: When escorting inmates to the 5th floor recreation court yard and when inmate workers are assigned to duties outside of assigned unit. It will be up to the discretion of the Escorting Corrections Deputy(s) to allow inmates to wear thermal clothing when they are escorted outside of the jail.
- Correctional Corrections Deputies will determine proper fit and size of issued clothing. Inmate attire should be worn so that it is neat and clean.
- To the extent possible, Corrections Deputies will ensure inmates are not wearing trousers that are too baggy. The t-shirt should not extend beyond the uniform top. If wearing a different size will not correct this, folding trouser or sleeve will be acceptable. Trousers will not be folded any higher than 2" – 4" from the back of the heel. Trousers are to be worn no lower than the waist/hips (no sagging).
- Inmates are to wear jail issued sandals.
- Trousers will not be tucked into socks.
- Inmates who write or draw on uniforms will be charged for clothing and/or charged for damages to county property.
- Inmates will not put hands inside of outer clothing as this is a major infraction.

Exceptions to the above may be allowed per Medical order/HSR or by Correctional Corrections Deputy with log entry in either inmate's behavior log or documented on inmate's management card.

Inmates may be infraacted for violation of Uniform Regulations and/or failure to follow Dress Code.

Religious Dress

As with all items authorized to be in the possession of inmates: 1) any use for other than the item's intended purpose may cause it to be confiscated; 2) the item is the inmate's responsibility, and Pierce County Detention and Correction Center (hereinafter "PCDCC") will not be responsible for its loss or damage, not caused by the negligence of the PCDCC; and 3) it will be subject to search which may include but not be limited to both visual and physical (touching) of the item to be inspected.

Trouser Hem Length: PCDCC policies and practices have been revised to allow inmates with sincerely held religious belief to roll up their trouser hems so that they do not fall below the ankles while in living units, including within their bunk area, cells, dayrooms, in yards attached to the housing unit, and in multipurpose rooms attached to housing units. Unless otherwise permitted by PCDCC policy or directed by a court, inmates will not be allowed to roll up their pant hems when outside their unit. In all instances, inmates will be required to unroll their trouser

hems upon request in order to check for contraband and at all times while outside their unit. Pant hem length will be no higher than 2-4 inches from bottom of back of heel.

Abuse of Religious Accommodations: If an inmate abuses a religious accommodation (e.g., by misusing an approved religious item for other than its intended purpose or by demonstrating misconduct during congregative prayer or study time. PCDCC may deny the relevant accommodation/religious item from that inmate for so long as the reason for the denial remains. Confiscation of religious items and denial of congregative prayer and study opportunities shall be documented in writing, along with the reasons therefore.

Inmate Worker Program/Unit Workers

The jail operates an inmate worker program where incarcerated inmates perform various work details throughout the jail facilities. These work details include the kitchen, laundry, painting, pulling meal carts, janitorial, library, commissary and special project work crews. This program is coordinated by a Corrections Deputy. Current criteria required to be screened for inmate worker status: Maximum bail ~~— \$35000~~ **\$50,000.00** total of all charges; positive behavior, willingness to learn and work hard, and pass medical exam. Success in this program warrants a letter written to the judge on your behalf. Letters to the Judge is done via a court order from the presiding judge, it is not automatic.

If interested in being screened for this program, send a kite to the Inmate Worker Coordinator.

Unit Workers are inmates who live and work solely in a housing unit (See Housing Corrections Deputy). Inmates with the following charges, INS, USM, those with two-strike sex offenses, three strikes, aggravated murder, murder 1, murder 2, attempted murder charges, management problems or death penalty cases will not be eligible for unit worker status.

House Rules

Most of the housing rules listed below are in addition to the major and minor rule infractions. A housing rule applies to an aspect of behavior and cleanliness in the housing unit. A violation of a housing rule is an infraction. The type of sanction you receive for a housing rule violation will depend upon the severity of the rule violated. These rules are necessary to ensure peace and harmony in the unit and to provide safety and security for staff and inmates. Some of the rules listed may be either major/minor infractions because they relate to living in a housing unit. Unless otherwise noted, these rules will apply to both Main and New jail facilities.

- **In case of emergency**, contact the nearest Corrections Deputy.
- **Whenever a staff member tells you to lock-down, go directly to your bunk** and stay there until otherwise directed. **You will not make any**

detours, i.e., stopping for water, books, sharpening pencils, etc. (see major/minor rule infractions also).

- Inmates will not conduct themselves in a distracting or disturbing manner as defined by the cluster/unit Corrections Deputy. They will act in a dignified respectful manner.
- No inmate will change cell/bunk assignment unless directed by cluster/unit Corrections Deputy.
- Both TV and phones are a privilege and will be turned on at the Corrections Deputy's discretion. The length of time for viewing and use of phones depends upon the Differentiated Inmate Management (DIM) privileges which correspond to your classification level.
- The cluster/unit Corrections Deputy controls the television channel selection. No Music channels are allowed (BET, MTV, and CMT).
- No contraband is allowed. The definition of contraband is anything altered, not being used for its original purpose or items that are not authorized into the jail facilities.
- Outgoing mail will not be processed and mailed out if there is any type of decorative drawing(s) or wording (excluding address and return address) on the envelope.

House Rules--Medical/Dental/Mental Health:

- If you write a kite requesting medical, dental or mental health attention, place it in the "MEDICAL" kite box. This is to protect your confidentiality. Only medical staff will retrieve and review these kites.
- Providing medical staff with false information is a major infraction.
- **Medication Distribution: Line-up/single file, with a cup of water** (no other type of fluid may be in your cup) **to receive medication. Old Jail — Must stand 5 feet from cart if it is not your turn to receive medication. New Jail — stand behind yellow line. Do not discuss other medical issues during med. pass.**

House Rules--Food:

- Food items served at meal times are to be eaten when served. You are not allowed to save food items for later consumption (see minor rule violations).
- You will not trade, sell, gamble for, or give away meal trays or food items to other inmates (see minor rule violations).

House Rules--Communication/Facility Etiquette:

- You will not abuse phone privileges. If there is someone waiting to use the phone, you will limit yourself to one call. You may get back on the phone line again after your initial call, if you so choose.
- No loitering near the cluster/unit windows.
- When exiting the cluster/unit, inmates will **wear their entire uniform with undergarments** (see Uniform Regulations & Dress Code).
- Do not talk to visitors unless directed otherwise by a Corrections Deputy.

- You will not attempt to communicate with inmates from other units or in the hallway.
- While walking in a facility hallway, walk single file on the side indicated by the escorting Corrections Deputy. There will be no talking.
- There will be no talking during a routine or emergency lock-down. Excessive noise or talking during or after lock down may result in the unit Corrections Deputy imposing sanctions.

House Rules--Property/Personal Hygiene & Cluster/Unit Cleanliness:

- Prisoners removing hair supplements (examples: wig, toupee and hairpiece) will have said items placed into their property bag. Loose hair will be discarded.
- All inmates are expected to keep up good personal hygiene by **showering frequently and exchanging clothing/linen during authorized times.** You are encouraged to shower daily.
- Razors will not be used to shave one's head.
- Showers, sinks and toilets are to be cleaned after each use by the individual last using them.
- Shower curtains will remain open unless someone is showering.
- No spitting is allowed except into the toilet.
- **Main Jail** — cell windows will be free of paper/pictures and trash will be removed from area between window and metal cell screen.
- **Main Jail** — cell air vents and lights will be free of paper/cloth/pencils.
- No clothing is to be washed out by hand nor is clothing to be hung in the unit unless given permission by the unit Corrections Deputy.
- Personal shoes are not to be worn by anyone other than the person that is authorized to wear the shoes.
- Inmates must wear uniform pants and shirt at all times inside the unit unless showering or in bed covering up (t-shirt and uniform shirts are acceptable). Females must wear a bra with t-shirt.
- Clothing purchased through commissary belongs only to the person who purchased it. It cannot be sold, traded or given away. It will be confiscated if discovered in someone else's possession.
- **FEMALE PRISONERS:** **Must wear a bra** with their t-shirts or long-johns. A uniform shirt must be worn when not wearing a bra.
- **New Jail:** **No night shirts may be worn from 0710-2100 hours.** After this time, when wearing a night-shirt, the uniform pants will also be worn if the prisoner is off the bunk for any reason. **This rule applies to Old Jail/5 West inmates too.**
- Uniform pant legs and shirt sleeves will not be "pegged" or tucked or rolled. If the uniform pant legs are too long, they each may be folded to ankle length or 2-4 inches above the heel if the inmate has a documented religious accommodation.
- Uniform pants must be worn at ankle length for both legs at all times unless medical staff authorizes or they have a documented religious accommodation.

- There will be no sagging of uniform pants. They are to be worn at waist level above the buttocks.
- All inmates will assist in the unit cleanings by picking up after themselves. (Any item left in the dayroom after lock-down can be confiscated).
- All inmates will participate in unit cleaning duties. The day you are assigned clean up duties will depend upon your bunk/cell assignment.
- Brooms, mops, book boxes and mop buckets will not be used for anything but their intended purpose.
- When an inmate is not occupying the bunk, it will be neatly made up. You are not allowed on another inmate's bunk.
- All your property will be stored in your bin, not on or around your bunk/dayroom area.
- If you **damage county property** (including clothing/bedding) you will lose privileges and/or have the property's replacement cost deducted from your account (see major infractions).

Inmate Behavior in the Unit:

- Inmates will not slam dominoes or cards on the tables.
- You are not allowed to sit on the stairs.
- You are not allowed to sit or put your feet on the tables.
- You may sit on one chair at a time, NOT STACKED CHAIRS. Do not use them as a stepping stool. Before 10 p.m. lock-down, all chairs must be stacked on the lower tier or stacked and stored in an area designated by the Corrections Deputy.
- No chairs are allowed in the cells. Chairs will not be placed that block common pathways for staff or other inmate, i.e., in front of the stairs.
- Inmates are not to put their legs over the arms of the chairs, nor are they to put their feet in the chairs.
- When finished using a chair, the chair will be stacked quietly.

House Rules — Roll-up:

- When rolling-up, do not sell, trade or give away clothing purchased on commissary. Take it with you.

House Rules — Storage units/bins

- Each bunk/cell is provided with a storage unit commonly referred to as a storage bin. Inmates will maintain their authorized personal property in the storage bin in a clean organized manner.
- No food items other than commissary are allowed in the bin.
- Inmates shall place their bin in the middle of the bunk or on the floor.
- When not in use, the storage bins will be placed on the end of the bunk or on the floor.
- Damage to a storage bin shall be the sole responsibility of the inmate assigned to the bunk/cell. Inmates will be charged a replacement cost.
- Excessive items in the bin will be considered contraband and will be

confiscated.

House Rules — Specific to New Jail

- When leaving the unit, you may take your bin to the staff station or place it where the Corrections Deputy directs. This is to protect your property.
- During the lights out period (2200—0700 hours—excluding breakfast feeding), inmates must remain on their bunks and use the restroom one at a time. Do not form lines waiting for the restroom or congregate anywhere in the unit during these hours. You must have your uniform pants and t-shirt on when off your bunk to use the restroom.
- **Crossing the yellow line at the front of the unit, without the unit Corrections Deputy's permission** is a major infraction. Do not go near the staff station or staff equipment or property.

Weekly Formal Inspections

- **Main Jail Housing Units** will be inspected by the Chief of Corrections and designee on Wednesday morning between 0830 — 1000 hours.
- **New Jail Housing Units** will be inspected on Friday mornings — same time frame.

Formal Inspection Rules

- Inmates will be standing by their bunk/cell or seated in the dayroom area per Housing Corrections Deputy.
- Inmates will be in their full uniform for inspection.
- Inmates will be quiet during the inspection process.
- Beds will be made and blue bins will be on the bunk.
- The contents of the blue bin will be organized and any clothing folded neatly.
- Sleeping areas, bathroom and dayroom areas will be clean and neat.

DAMAGED COUNTY PROPERTY

- Inmates are responsible for the proper care of issued items and are required to reimburse the Pierce County Jail for any damages to these items other than that which would occur with normal use.
- Damages include any type of vandalism to the Corrections facilities, equipment, supplies, furniture or property. This will include damage or "graffiti" to the paint, damage or tampering with any barrier, surveillance or security device or equipment. Costs to replace or repair such items may include staff wage costs in addition to the actual replacement/repair costs and will be deducted from the inmate's account.
- In severe cases, criminal charges will be sought from the Pierce County Prosecutor's Office in accordance with Federal, State, County and local laws.

- Discipline will be imposed. See infractions section.
- If there are not enough funds in an inmate's account, a negative balance will be entered in the account until the funds are received. These debts must be paid before funds can be used for commissary.
- The classification staff will prepare a "Notice of Deduction" letter and send it to the inmate. An inmate must submit a request for an appeal hearing within 72 hours of receiving the notice of deduction letter.
- If an appeal is requested, it will be held within 72 hours, excluding weekends and holidays.

Incarcerated Veteran's Program:

The Incarcerated Veteran Program in association with the Pierce County Veteran Program is designed to assist **eligible** Veterans who are currently in custody or recently released from Pierce County Corrections facilities in their efforts to end the cycle of homelessness and involvement the criminal justice system.

What we can do for you;

- Advocate **with your attorney** for alternative sentencing, i.e.: substance abuse and/or mental health treatment; veteran drug court
- Shelter and transitional housing assistance.
- Assist you in obtaining financial aid from the Pierce County Veterans Bureau and State and Federal VA programs
- Support your employment search via vocational counseling, resume assistance, transportation and provision of work clothes and tools.
- Hygiene supplies, assistance obtaining ID cards or drivers licenses.
- Provide forms and some assistance in upgrading a less than honorable discharge.

Eligibility;

- Honorable, Medical or Under Honorable Conditions Discharge or Eligible for Federal VA Medical Services
- 181 days of active duty service.
- You must have no convictions for arson or sex offenses.

In those cases where we may not be able to advocate for an early release or sentence reduction and you are still interested and in need of our services, your first stop upon your release should be at our offices. Thank you for your service.

<p>James Bolz Veterans Benefit Specialist Veterans Reintegration Program Office: 253.798-2315</p>	<p>David Green Program Specialist Incarcerated Veterans Program Office: 253-320-5238</p>
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EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 92068

Consolidated Food Management, Inc., hereinafter called Contractor, and Pierce County, hereinafter called County, agree as set forth in this Agreement, including: (General Conditions), pp 2 to 6, Exhibit A (Scope of Work), pp.7 to 12, Exhibit B (Compensation), pp 13 to 15, Exhibit C (Contract Compliance for Professional, Technical, Supply, or Services - dated 03/10), pp 16 to 19, and Exhibit D (any Special Provisions), p. 20,

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of January, 2014, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the 31st day of December, 2014, and shall renew annually for four (4) additional one year terms, unless either party gives notice of non-renewal not less than 60 days prior the expiration of any one year term.

The maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$2,099,000.00. The County has established the following BARS expenditure code for this Agreement: Pierce County Jail Bars: 001.127.0000.52391.41.0009, Remann Hall Bars: 001.121.0000.52760.41.0009, which shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 13, 20, and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 19 day of May, 2014.

CONTRACTOR:

FRANK R. LOWE
Name
Signature
PRESIDENT/CEO
Title of Signatory Authorized by Firm Bylaws

Address:
7429 SE 27TH ST.
MERCER ISLAND, WA 98040

Mailing Address:
SAME AS ABOVE

UBI No: 600-417-754

Contact Name: TED HANBY

Contact Phone: 206-232-9771

Contact FAX: 206-232-1533

CONTRACTOR:

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name
DBA/Business or Trade Name (if applicable)

Business Owner's Social Security Number

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

CONSOLIDATED FOOD MANAGEMENT, INC.
Name of Corporation

91-1154393
Corporation's Employer Identification Number

PIERCE COUNTY:

Approved as to legal form only:

[Signature]
Deputy Prosecuting Attorney
5/5/14
Date

Recommended:

[Signature]
Budget and Finance
5/19/14
Date

Approved:

[Signature]
Sheriff Department
5/14/14
Date

[Signature]
Juvenile Court Administrator
5/12/14
Date

[Signature]
Pierce County Executive (\$250,000 or more)
5/19/14
Date

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

GENERAL CONDITIONS

Substantially the following additional provisions will be incorporated into any negotiated contract resulting from this RFP:

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000

or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

14. Insurance Requirements

The insurance coverages specified in this paragraph (14.) are required unless modified by Exhibit D of this agreement. If insurance requirements are contained in Exhibit D, they take precedence

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons licensed by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
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<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
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<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.
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Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402."

15. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000

payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

18. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

21. Disputes

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

26. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. Waiver of Non Competition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

28. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

30. Cooperative Purchasing. The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County and District Court from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000

EXHIBIT "A"
(SCOPE OF WORK)

The contract documents shall consist of this contract, the Request for Proposal #1059, the contractors response to RFP #1059 dated August 29, 2013 and all documents referenced or incorporated therein, all of which are incorporated by reference as though set forth in full herein whether or not attached hereto and shall form an integral part of this contract. If there is any conflict between the provisions of this contract and the other contract documents, this contract shall control.

Contractor Responsibilities for Food Service in the Pierce County Jail:

- A. Contractor must possess the managerial and administrative expertise to operate the food service program. Contractor staffing is based on the current 2013 population (meals served) and includes a Food Services Director and Assistant Food Services Director to manage the food service program at the Pierce County Jail and Remann Hall.
- B. Contractor shall be responsible for the management and operation of the food service on the premises, including but not limited to general supervision of food service areas, recruiting, interviewing, training and direction of food service employees, and the preparation and serving of food and beverages on the premises.
- C. Contractor shall be responsible, as the agent of the County, solely for purchasing food and supplies necessary for complying with this agreement. All food and supplies purchased for the fulfillment of this Agreement on behalf of the County shall remain the property of the County.
- D. Contractor will maintain ownership in the food and supplies inventory already in its possession. A physical inventory shall be taken as required by the Front Line Manager or Assistant and one other Correctional Services employee of Contractor. Copies of inventory will be on hand for inspection.
- E. Contractor will, whenever practical, purchase food from local vendors within the borders of Pierce County.
- F. Contractor will assign the management and labor set forth in the labor section of Contractor's proposal to operate the jail kitchen. Shift coverage will be provided for all twenty-one meals. All salaries, wages, workers compensation insurance and other benefits for Contractor employees will be borne by Contractor. Contractor will require all employees to have a Health Department food handlers permit. Contractor shall provide a staffing schedule and any updates that may occur upon execution of the Contract.
- G. Contractor will operate the kitchen food service program using experienced and professionally trained personnel.
- H. Contractor shall implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- I. Contractor shall provide food service which meets Commission of Correctional Healthcare standards.
- J. Contractor shall fulfill any requests requiring special dietary needs (food allergies, special diets, religious requirement, etc.).
- K. Contractor will not serve meals to correctional officers that have been prepared by inmates.
- L. Contractor shall manage adequate staffing levels and/or proper inmate supervision.
- M. Contractor shall operate a clean and safe kitchen.
- N. Contractor shall adhere to the Pierce County Sheriff's Department Corrections Bureau security policies and procedures.
- O. Contractor shall provide menu variety and quality product.
- P. Contractor shall work with the County in creating a marketing plan to identify potential opportunities to sell meals to other organizations.
- Q. Contractor Front Line Managers shall be thoroughly trained in all aspects of food service management, including but not limited to:
 - Development of Standard
 - Purchasing, Receiving and Storage of Product
 - Menu Development
 - Menu Presentation
 - Preparation and Production
 - Modified Diet Requirements
 - Delivery Systems
 - Sanitation
 - Personnel Management
 - Security
 - Planning and Budgeting
- R. In addition to Contractor supervisory and training staff on-site during the opening, Front Line Managers shall be supported by the Staff Dieticians, the District Manager, the Regional Sales Director, and the Regional Vice President. They shall work with the County and food service personnel as added assurance that the Contractor's program is meeting Contractor standards and the County's goals.

Contractor Name: Consolidated Food Management (C.F.M.)**Contract No. 92068-000**

- S. Contractor shall prepare the meals and load them onto carts in the kitchen. The daily meal count will be verified by County employees prior to delivery. The County will reconcile the meal count daily. In the event of any dispute regarding meal counts and the resulting charge, the Corrections Chief or designee shall resolve any discrepancy.
- T. Contractor cook/supervisor along with inmate workers shall deliver trays or meals to the floor housing units. Contractor cook/supervisor or County cook/supervisor along with inmate workers will pick up soiled trays from same areas after the meals have been consumed and deliver the trays back to the kitchen.
- U. The County shall have the right to inspect the meals prepared by the Contractor to determine compliance with the contract, reject food not meeting the requirements of the contract, and withhold meals or portions of meals not meeting the requirements of the Contract.
- V. The Contractor designates the Food Services Supervisor as its Authorized Representative. The Contractor's Authorized Representative shall be present at the facility as is necessary to assure satisfactory performance of the food services program as set forth in the Contract.
- W. All personnel used by the Contractor in the performance of these services must complete a background investigation conducted by the Sheriff's Department. If an employee is refused clearance for assignment to the Pierce County Jail the Contractor will be notified.
- X. The Contractor will be provided ingress and egress to the facilities necessary for the provision of services pursuant to this contract as determined by the Sheriff.
- Y. The Contractor shall comply with all security requirements of the Sheriff's Department including, but not limited to those set forth in RFP 1059. Admittance to the facility will be denied any employee whose previous criminal activities would compromise the security of the facilities. The Sheriff's department reserves the right to refuse admittance to the facilities to any current or future contract employee for cause.
- Z. Contractor shall maintain documentation of menus which reflect the meals actually served in order to verify that nutritionally adequate diets were provided. The Contractor must submit such documentation weekly to the Corrections Chief or designee. The Contractor shall retain all documents pertaining to the Contract for three (3) years from the termination of this contract or until the County audits are complete and exceptions resolved for the funding period covered by the contract, whichever is longer, unless the Contractor is notified in writing by the County of the need to extend the retention period as a result of pending litigation. All such records shall be deemed confidential, and shall not be disclosed by the Contractor to any person or entity not a party to this contract, without the prior written consent of the County. Upon request, the Contractor shall make these records available to the Sheriff's department or the Pierce County Budget and Finance Department.
- AA. Food or other services required by Pierce County outside the scope of this contract will be provided by the Contractor upon written authorization by Pierce County Administration and mutually agreed upon price for such services. The Contractor agrees to consult with the Chief or designee and to comply promptly and fully with the reasonable requests or directives issued by the Chief or designee.
- BB. Other than normal wear and tear of equipment, the Contractor shall reimburse the County at the actual cost of repair and a 5% penalty of replacement value of the equipment for any damage to equipment due to negligence or sabotage if these types of instances occur more than three times in a 90 day period
- CC. Contractor shall provide food service to inmates, staff and others as designated by the County on the premises, on such days and at such times as the County shall prescribe.
- DD. Contractor shall provide input to the County on operating policies for the food service conducted by the Contractor. Policies shall be set by the County.
- EE. Contractor shall maintain the highest ethical relationships with its customers, employees, suppliers and competitors in the performance of this Agreement.
- FF. Contractor shall be responsible for the supervision of washing of dishes, trays, pots, pans, and utensils cleaning and sanitation of food equipment, counters, serving lines, dishes, and day-to-day and periodic cleaning, sanitation and housekeeping in the entire kitchen and storage areas.
- GG. Each day, the Contractor shall remove all kitchen trash to the dumpsters designated by the County.
- HH. Contractor shall provide dishwashing soaps, floor cleaner, kitchen cleaning supplies, aprons, rubber gloves, kitchen rags, paper sack lunch bags, and hand soap.
- II. Contractor shall on the date of implementation of this contract provide a coffee stand for County staff. Contractor shall provide a menu selection specific for staff that allows the opportunity for meals other than the daily inmate meal at same date.
- JJ. Contractor shall require a member of its resident management staff on the County's premises to be available for food service meetings on a regular basis, as determined by the County, as well as participate in mutually agreeable activities, promotions and communication campaigns related to its food service program.
- KK. All records of the Contractor bearing upon food service operations on the County's premises shall be maintained by the Contractor. The County shall have the right to inspect, at any time during business hours, records that pertain to this Agreement. Records shall be kept on file for three (3) years, or for such other period of time as may be required by the County after the end of this Agreement. The County shall have the right to conduct reviews and inspections of the food service operation.

Contractor-Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000

- LL. Contractor shall conduct its operations on the County's premises in the most professional and efficient manner possible consistent with the County's policies, facilities, and good food service practices, and in accordance with applicable government regulations.
- MM. Upon termination of this Agreement, Contractor shall vacate all parts of the premises occupied by Contractor in the same condition as made available to the Contractor, reasonable wear and tear excepted.
- NN. Any agreements to provide meals to other agencies utilizing the Pierce County Jail kitchen facilities and/or staff assigned to this contract shall be negotiated and approved by the County.
- OO. Contractor will neither permit smoking within the Correction Facility, except those areas that are designated for this purpose, nor permit any unlawful practices of any kind on County premises by Contractor's employees. Any and all rules applicable to County corrections staff shall apply equally to Contractor's employees.
- PP. Contractor shall comply with all Federal, State and Local laws, regulations and requirements applicable to the services and operations provided herein, and applicable Federal and State wage and hour requirements. Contractor shall obtain any and all licenses or permits necessary for the meal service operation on the premises, as direct cost of operation, except those that may be imposed on the County to bring up to code the facilities, whereby the County shall be responsible. Contractor shall collect all taxes as a direct cost of operation. In the event any tax becomes due upon subsequent audits by an authorized governmental agency having jurisdiction, County shall indemnify and save harmless Contractor for any payment of said taxes, excluding any penalties and interest that may be assessed because of charges arising out of Contractor's refusal or failure to remit taxes when due. The County agrees to reimburse Contractor for any tax changes which may be deemed retroactive charges by an authorized governmental agency having jurisdiction, from any earlier accounting periods.

Contractor Responsibilities for Food Service at Remann Hall:

- A. Contractor must possess the managerial and administrative expertise to operate the food service program. Contractor staffing is based on the current 2013 population (meals served) and includes the same Food Services Director and Assistant Food Services Director that is assigned to the Pierce County Jail. Contractor shall be responsible for the management and operation of the food service, including but not limited to general supervision of food service areas, recruiting, interviewing, training and direction of food service employees, and the preparation and serving of food and beverages on the premises.
- B. Contractor will interview current County Cooks employed at Remann Hall and offer employment if they meet the criteria set forth by Contractor.
- C. Contractor shall be responsible, as the agent of the County, solely for purchasing food and supplies necessary for complying with this agreement. All food and supplies purchased for the fulfillment of this Agreement on behalf of the County shall remain the property of the County.
- D. Contractor will, whenever practical, purchase food from local vendors within the borders of Pierce County.
- E. Contractor will maintain ownership in the food and supplies inventory already in its possession. A physical inventory shall be taken as required by the Front Line Manager or Assistant and one other Correctional Services employee of Contractor. Copies of inventory will be on hand for inspection.
- F. Contractor will assign the management and labor set forth in the labor section of Contractor's proposal to operate the kitchen in the adult detention facility and to deliver meals to Remann Hall. Shift coverage will be provided for all twenty-one meals per week. All salaries, wages, workers compensation insurance and other benefits for Contractor employees will be borne by Contractor. Contractor will require all employees to have a Health Department food handlers permit.
- G. Contractor shall operate the kitchen food service program using experienced and professionally trained personnel.
- H. Contractor shall implement a written food service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- I. Contractor shall serve meals to the juvenile population at Remann Hall that meets the specific requirements under the Child Nutrition Program administered by the Office of Superintendent of Public Instruction (OSPI). This includes all required documentation due to the fact that Pierce County Juvenile Court is subject to program audits on Remann Hall. The meals and preparation must be in compliance with the nutritional and caloric count guidelines that are set forth by OSPI. These guidelines are subject to change at any time by OSPI.
- J. Contractor shall fulfill any requests requiring special dietary needs (food allergies, special diets, religious requirement, etc.).
- K. Contractor will not serve meals to detention staff that have been prepared by inmate labor.
- L. Contractor will serve the same meals to the detention staff as are served to the juvenile population at Remann Hall.
- M. Contractor shall operate a clean and safe kitchen.
- N. Contractor shall adhere to the Pierce County Juvenile Court's security policies and procedures at Remann Hall, including requirements that all personnel entering Remann Hall pass a background check.
- O. Contractor shall provide menu variety and quality product.

Contractor Name: Consolidated Food Management (C.F.M.)**Contract No. 92068-000**

- P. Contractor Front Line Managers shall be thoroughly trained in all aspects of food service management, including but not limited to:
- Development of Standard
 - Purchasing, Receiving and Storage of Product
 - Menu Development
 - Menu Presentation
 - Preparation and Production
 - Modified Diet Requirements
 - Delivery Systems
 - Sanitation
 - Personnel Management
 - Security
 - Planning and Budgeting
- Q. In addition to Contractor supervisory and training staff on-site during the opening, Front Line Managers shall be supported by the Staff Dieticians, the District Manager, the Regional Sales Director, and the Regional Vice President. They shall work with the County and food service personnel as added assurance that the Contractor's program is meeting Contractor standards and the County's goals.
- R. Contractor shall prepare the juvenile detainees' meals at the Pierce County Jail and transport the meals to Remann Hall. Contractor is responsible for all aspects of the transporting meals including but not limited to providing the vehicle, driver, and staff to deliver meals at proper temperature to consumers at Remann Hall. A daily meal count will be verified by County employees prior to delivery. The County will reconcile the meal count daily. In the event of any dispute regarding meal counts and the resulting charge, the Detention Manager at Remann Hall, or designee, shall resolve any discrepancy.
- S. Contractor shall deliver meals to juveniles, staff, and volunteers as described in RFP 1059. Contractor understands that the meals served to the juveniles in detention and the meals served to the juveniles in the Day Reporting Center are served 45 minutes apart both for breakfast and lunch and Contractor will work with the Detention Manager at Remann Hall to insure timely delivery and service of meals.
- T. Contractor will work with the Detention Manager at Remann Hall to complete an inventory of all items present in the kitchen area of the facility and storage units at the time of the Contractor commencing service. Credit will be given to the County for all usable items including, but not limited to: perishable and non-perishable foods, cleaning supplies, storage supplies (i.e. plastic wrap/foil, etc.). Credit for these items will be set at a fair market value and will be agreed upon between the County and the Contractor.
- U. The County shall have the right to inspect the meals prepared by the Contractor to determine compliance with the contract, reject food not meeting the requirements of the contract, and withhold meals or portions of meals not meeting the requirements of the Contract.
- V. All personnel used by the Contractor in the performance of these services must complete a background investigation conducted by the Sheriff's Department. If an employee is refused clearance for assignment to Remann Hall the Contractor will be notified.
- W. The Contractor will be provided ingress and egress to the facilities necessary for the provision of services pursuant to this contract as determined by the Remann Hall Detention Manager. The Contractor will work with Remann Hall staff to agree on a delivery policy to insure deliveries are secure and that the detention facility remains secure at all times.
- X. The Contractor shall comply with all security requirements of Remann Hall including, but not limited to those set forth in RFP 1059. Admittance to the facility will be denied any employee whose previous criminal activities would compromise the security of the facilities. Remann Hall staff reserves the right to refuse admittance to the facilities to any current or future contract employee for cause.
- Y. Contractor shall maintain documentation of menus which reflect the meals actually served in order to verify that nutritionally adequate diets were provided. The Contractor must submit such documentation weekly to the Remann Hall Detention Manager or designee. The Contractor shall retain all documents pertaining to the Contract for three (3) years from the termination of this contract or until the County audits are complete and exceptions resolved for the funding period covered by the contract, whichever is longer, unless the Contractor is notified in writing by the County of the need to extend the retention period as a result of pending litigation. All such records shall be deemed confidential, and shall not be disclosed by the Contractor to any person or entity not a party to this contract, without the prior written consent of the County. Upon request, the Contractor shall make these records available to the Pierce County Juvenile Court or the Pierce County Budget and Finance Department.
- Z. Food or other services required by Pierce County outside the scope of this contract will be provided by the Contractor upon written authorization by Pierce County Administration and mutually agreed upon price for such services. The Contractor agrees to consult with the Detention Manager or designee and to comply promptly and fully with the reasonable requests or directives issued by the Detention Manager or designee.

Contractor Name: Consolidated Food Management (C.F.M.)**Contract No. 92068-000**

- AA. Other than normal wear and tear of equipment, the Contractor shall reimburse the County at the actual cost of repair and a 5% penalty of replacement value of the equipment for any damage to equipment due to negligence or sabotage if these types of instances occur more than three times in a 90 day period
- BB. Contractor shall provide food service to inmates, staff and others as designated by the County on the premises, on such days and at such times as the County shall prescribe.
- CC. Contractor shall provide input to the County on operating policies for the food service conducted by the Contractor. Policies shall be set by the County.
- DD. Contractor shall maintain the highest ethical relationships with its customers, employees, suppliers and competitors in the performance of this Agreement.
- EE. Contractor shall be responsible for the supervision of washing of dishes, trays, pots, pans, and utensils cleaning and sanitation of food equipment, counters, serving lines, dishes, and day-to-day and periodic cleaning, sanitation and housekeeping in the entire kitchen and storage areas.
- FF. Each day, the Contractor shall remove all kitchen trash to the dumpsters designated by the County.
- GG. Contractor shall provide dishwashing soaps, floor cleaner, kitchen cleaning supplies, aprons, rubber gloves, kitchen rags, paper sack lunch bags, and hand soap.
- HH. Contractor shall require a member of its resident management staff on the County's premises be available for food service meetings on a regular basis, as determined by the County, as well as participate in mutually agreeable activities, promotions and communication campaigns related to its food service program.
- II. All records of the Contractor bearing upon food service operations on the County's premises shall be maintained by the Contractor. The County shall have the right to inspect, at any time during business hours, records that pertain to this Agreement. Records shall be kept on file for three (3) years, or for such other period of time as may be required by the County after the end of this Agreement. The County shall have the right to conduct reviews and inspections of the food service operation.
- JJ. Contractor shall conduct its operations on the County's premises in the most professional and efficient manner possible consistent with the County's policies, facilities, and good food service practices, and in accordance with applicable government regulations.
- KK. Upon termination of this Agreement, Contractor shall vacate all parts of the premises occupied by Contractor in the same condition as made available to the Contractor, reasonable wear and tear excepted.
- LL. Any agreements to provide meals to other agencies utilizing county correctional kitchen facilities and/or staff assigned to this contract shall be negotiated and approved by the County.
- MM. Contractor will neither permit smoking at Remann Hall, except those areas that are designated for this purpose, nor permit any unlawful practices of any kind on County premises by Contractor's employees. Any and all rules applicable to County corrections staff shall apply equally to Contractor's employees.
- NN. Contractor shall comply with all Federal, State and Local laws, regulations and requirements applicable to the services and operations provided herein, and applicable Federal and State wage and hour requirements. Contractor shall obtain any and all licenses or permits necessary for the meal service operation on the premises, as direct cost of operation, except those that may be imposed on the County to bring up to code the facilities, whereby the County shall be responsible. Contractor shall collect all taxes as a direct cost of operation. In the event any tax becomes due upon subsequent audits by an authorized governmental agency having jurisdiction, County shall indemnify and save harmless Contractor for any payment of said taxes, excluding any penalties and interest that may be assessed because of charges arising out of the County's refusal or failure to remit taxes when due. The County agrees to reimburse Contractor for any tax changes which may be deemed retroactive charges by an authorized governmental agency having jurisdiction, from any earlier accounting periods.

County responsibilities:

- A. The County shall provide adequate heat, lights, ventilation, and all other utilities as well as repairs and maintenance of kitchen equipment or County owned kitchen equipment. The County shall not permit any interruptions in utility service, except in an emergency, circumstances reasonably beyond the control of the County, for necessary repairs, or for improvement of the service, and in such case the County agrees to notify the Contractor as soon as reasonably possible of any interruption or proposed interruption in utility service.
- B. The County shall provide extermination services and the removal of trash and garbage from the facility trash removal containers.
- C. The County shall provide general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall and ceiling surfaces. County shall be responsible for all equipment, floor drains, light fixtures, and other such building maintenance as may be reasonably required by the County.
- D. The County shall provide adequate preparation, storage, serving and holding equipment including maintenance of same.

Contractor Name: Consolidated Food Management (C.F.M.)**Contract No. 92068-000**

- E. The County shall provide security, control and limitation of inmate movement in, to and from the food service area, including physical security of employees, suppliers, and other authorized visitors.
- F. The County designates the Chief of Corrections or designee as its Authorized Representative under this contract for issues pertaining to the Pierce County Jail and the Detention Manager, or designee, for issues pertaining to Remann Hall.
- G. The County must approve any changes by the Contractor of its Food Services Manager.
- H. The County shall have the right of refusal of any proposed Food Services Manager. The County shall be notified prior to the transfer/removal of any Food Service Manager and shall have the right to approve the replacement of the Food Service Manager. In the event the County is dissatisfied with the performance of any of the Contractor's employees, it shall give the Contractor written notice of same. In the event the employee's performance is not corrected after written notice, the Contractor shall remove that employee from service under this contract after negotiations with the Corrections Chief or designee.
- I. The County shall be the final authority with regard to all aspects of performance standards of the food service herein provided for, and all requests, approvals or changes pertaining to performance standards shall be submitted through the County.
- J. The County shall not be liable for damages, claims, or expenses for work not actually performed by the Contractor, where the Contractor or County are prevented from performing any undertaking by labor action, injunction or order of a court or an administrative body, civil unrest, acts of God, or conditions not within the reasonable control of the County.
- K. County shall provide the kitchen facilities and equipment for the operation of the County's food service, which, however, shall be under the control of the Contractor, and shall be and remain the sole property of the County. "Kitchen" is defined to include all walk-ins, store rooms, freezers, applicable equipment within those areas, and secure yard.
- L. County shall provide office space, furniture, and a telephone for business use.
- M. County shall provide the appropriate number of inmate kitchen helpers to assist the cook in meal preparation, service and sanitation. The number assigned is subject to negotiation and may change at any time within the contract period.
- N. County shall supply, maintain and replace all kitchen small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils, as well as stainless steel coffee pots, and delivery system equipment, except repairs or replacements caused by the Contractor's negligent or intentional acts or omissions, which shall be the sole responsibility of the Contractor.
- O. County shall provide mops, brooms, paper goods for bathrooms, garbage can liners, and other such similar custodial supplies.
- P. County shall meet with the contractor upon implementation of this contract to conduct an inventory of food and equipment.
- Q. During the term of this Agreement, and one year hereafter, neither the Contractor nor the County shall hire each other's employees without prior written consent from the other.
- R. County has the right to request the Contractor to render additional food services on the premises, including but not limited to special functions, banquets, meetings, etc., reasonably related to its services under this Agreement; including modified diet meals when authorized in writing by the County medical staff. The menu, amount and cost of such additional services shall be as mutually agreed in writing in advance by the County and the Contractor.
- S. County reserves the right to change any meal schedule and agrees to give Contractor at least twenty-four (24) hours advance notice of such changes, except in an emergency, when as much advance notice as possible will be given.
- T. County shall provide a data line access for e-mail communication, online ordering with FSA's Service Link for continuous receipt and sending, in addition an operating fax line to send and receive.

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000**EXHIBIT "B"**
(COMPENSATION)

Per the terms proposed in RFP 1059 the cost of meals include all labor, food, supplies, and related products. In addition, in the Pierce County Jail, Contractor will provide an Espresso Machine, "Three Square Market", Industrial food processor (for diets), and bread slicer. Government commodities, if available, will be utilized and value credited to the invoices on a monthly basis.

The Cost per Meal is contained in the tables on the following pages.

PIERCE COUNTY JAIL
(Adult Facility)

Population	Meals Served (range)		Cost per Meal
1000	3000	3009	1.145
1010	3030	3039	1.142
1020	3060	3069	1.139
1030	3090	3099	1.136
1040	3120	3129	1.133
1050	3150	3159	1.130
1060	3180	3189	1.127
1070	3210	3219	1.124
1080	3240	3249	1.121
1090	3270	3279	1.118
1100	3300	3309	1.115
1110	3330	3339	1.112
1120	3360	3369	1.109
1130	3390	3399	1.106
1140	3420	3429	1.103
1150	3450	3459	1.100
1160	3480	3489	1.097
1170	3510	3519	1.094
1180	3540	3549	1.091
1190	3570	3579	1.088
1200	3600	3609	1.085
1210	3630	3639	1.082
1220	3660	3669	1.079
1230	3690	3699	1.076
1240	3720	3729	1.073
1250	3750	3759	1.070
1260	3780	3789	1.067
1270	3810	3819	1.064
1280	3840	3849	1.061
1290	3870	3879	1.058
1300	3900	3909	1.055
1310	3930	3939	1.052
1320	3960	3969	1.049
1330	3990	3999	1.046

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000

1340	4020	4029	1.043
1350	4050	4059	1.040
1360	4080	4089	1.037
1370	4110	4119	1.034
1380	4140	4149	1.031
1390	4170	4179	1.028
1400	4200	4209	1.025
1410	4230	4239	1.022
1420	4260	4269	1.019
1430	4290	4299	1.016
1440	4320	4329	1.013
1450	4350	4359	1.010
1460	4380	4389	1.007
1470	4410	4419	1.004
1480	4440	4449	1.001
1490	4470	4479	0.998
1500	4500	4509	0.995
1510	4530	4539	0.992
1520	4560	4569	0.989

**REMANN HALL
(Juvenile Facility)**

Population	Meals Served (range)		Cost per Meal
20	60	65	1.474
25	75	80	1.470
30	90	95	1.466
35	105	110	1.462
40	120	125	1.458
45	135	140	1.454
50	150	155	1.450
55	165	170	1.446
60	180	185	1.442
65	195	200	1.438
70	210	215	1.434
75	225	230	1.430
80	240	245	1.426
85	255	260	1.422
90	270	275	1.418
95	285	290	1.414
100	300	305	1.410
105	315	320	1.406
110	330	335	1.402
115	345	350	1.398
120	360	365	1.394

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000**Staff Meals**

Meals Served (range)		Cost per Meal
150	159	1.890
160	169	1.882
170	179	1.874
180	189	1.866
190	199	1.858
200	209	1.850
210	219	1.842
220	229	1.834
230	239	1.826
240	249	1.818
250	259	1.810
260	269	1.802
270	279	1.794
280	289	1.786
290	299	1.778
300	309	1.770
310	319	1.762
320	329	1.754
330	339	1.746
340	349	1.738
350	359	1.730
360	369	1.722
370	379	1.714
380	389	1.706
390	399	1.698
400	409	1.690
410	419	1.682
420	429	1.674
430	439	1.666
440	449	1.658

Billings for the Pierce County Jail shall be sent to:
Pierce County Sheriff Department
County-City Building, Floor 1
930 Tacoma Avenue
Tacoma, WA 98402

Billings for Remann Hall shall be sent to:
Juvenile Court Services
5501 6th Avenue
Tacoma, WA 98406

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000

EXHIBIT "C"
CONTRACT COMPLIANCE for
PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES
 Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. E-VERIFY DECLARATION

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum.

The Federal E-Verify Program is a web based application and can be accessed at www.dhs.gov/everify.

E. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of _____

As an authorized representative of the firm of _____, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debaring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

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PSCD P003929 Mell

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

BY: _____

DATE

TITLE: _____

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

SUBCONTRACTORS PARTICIPATION FORM
for
PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAs
Revised (6/99)

Check appropriate statement below:

Our firm will perform all contracted scope of work tasks.

Our firm will subcontract a portion of the work tasks. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

PERSONNEL WORKFORCE DATA FORM

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

PROJECT _____

PROJECT # _____

CONTRACT WORK HOURS (if applicable) _____

TYPE OF SERVICE PROVIDED _____

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other														
TOTALS														

Contractor Name: Consolidated Food Management (C.F.M.)Contract No. 92068-000

EXHIBIT "D"
SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

Contractor shall maintain:

1. Commercial General Liability Insurance using Insurance Services Office form CG0001(04-13) or the equivalent with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage and Personal Injury.
 - a. Commercial General Liability Insurance shall include Pierce County as additional insured for both ongoing and completed operations using Insurance Services Office forms CG2010(04-13) and CG2037(04-13) or the equivalent.
 - b. Such policy shall be endorsed to be Primary and Non-Contributory with any insurance or self-insurance program maintained by Pierce County.
 - c. Such policy shall contain a Waiver of Subrogation in favor of Pierce County.
 - d. Such policy shall be endorsed such that the Aggregate Limit applies per location.
2. Contractor shall also maintain Employer's Liability with limits not less than \$1,000,000 each employee and \$1,000,000 aggregate.
3. Contractor shall maintain Statutory Worker's Compensation coverage.
4. Contractor shall maintain Automobile Liability Insurance using Insurance Services Office form CA0001(10-13) or the equivalent, covering owned autos (if any), non owned autos and hired autos with limits not less than \$1,000,000 each accident.
5. Contractor shall maintain an Excess Liability or Umbrella Liability policy providing following form coverage in excess of General Liability, Employer's Liability, and Automobile Liability with limits not less than \$10,000,000 each occurrence and \$10,000,000 aggregate. Pierce County shall be an additional insured on this policy for both ongoing and completed operations.
6. Above insurance shall be placed with an insurer authorized to write business in the State of Washington and with a rating from A.M. Best Company of (A-) VII or better.

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 2009-000

EXHIBIT "C"
CONTRACT COMPLIANCE for
PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES
 Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d)), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to subcontract or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. E-VERIFY DECLARATION

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?dk=95668&dnm.

The Federal E-Verify Program is a web based application and can be accessed at www.dhs.gov/e-verify.

E. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92008-000

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of King

As an authorized representative of the firm of Consolidated Food Management, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debaring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project. PL N/A

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

BY: [Signature]

DATE

5/9/14

TITLE: C.O.O. VICE PRESIDENT

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

SUBCONTRACTORS PARTICIPATION FORM
for
PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAs
Revised (6/99)

Check appropriate statement below:

Our firm will perform all contracted scope of work tasks.

Our firm will subcontract a portion of the work tasks. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: *JMC-Fral* DATE: 5-19/14
 TITLE: COO VICE PRESIDENT PHONE: 206 232 9221

Contractor Name: Consolidated Food Management (C.F.M.)

Contract No. 92068-000

PERSONNEL WORKFORCE DATA FORM

FIRM NAME CONSOLIDATED FOOD MANAGEMENT, INC.
 ADDRESS 7429 SE 27TH STREET
 CITY, STATE, ZIP MERCER ISLAND, WA 98040
 PHONE 206-232-9771
 PROJECT Food Services for Pierce County Jail and Juvenile Facilities
 PROJECT # 1059
 CONTRACT WORK HOURS (# applicable) N/A
 TYPE OF SERVICE PROVIDED Food Service Management

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management	12	15	10	14				1	1		1			
Professionals	1	1	1	1										
Technicians														
Administrative	1	4	1	2				1				1		
Other	82	58	58	40	2	2	2	5	8	9	12	2		
TOTALS	96	78	70	57	2	2	2	7	9	9	13	3		

Certificate of Independent Price Determination

Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

CONSOLIDATED FOOD MGMT. INC.

NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY


- (A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

- (B) Each person signing this offer on behalf of the Food Service Management Company certifies that:
 - (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

	<i>SR. V.P. C.O.O.</i>	<i>6/3/14</i>
SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE	TITLE	DATE

In accepting this offer, the LEA certifies that no representative of the LEA has taken any action that may have jeopardized the independence of the offer referred to above.

	<i>Purchasing Agent</i>	<i>6/13/14</i>
SIGNATURE OF LEA AUTHORIZED REPRESENTATIVE	TITLE	DATE

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Certification Regarding Lobbying Disclosure of Lobbying Activities
(Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

CONSOLIDATED FOOD MANAGEMENT, INC 7429 S.E. 21TH ST. MERIDEN IS. WA 98040
 Name/Address of Organization
JOHN C FRANKS SR V.P./C.O.O
 Name/Title of Submitting Official
[Signature] 6/3/14
 Signature Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: _____ _____ _____	
6. Federal Department/Agency: _____		7. Federal Program Name/Description: _____
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)	10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)	
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	12. Type of payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature _____ Actual _____	14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____	
15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">NO LOBBYING ACTIVITY</div>		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Attach Continuation Sheet(s) SF-LLL-A (if necessary) Signature: <u>John C. Frank</u> Print Name: <u>JOHN C FRANKS</u> Title: <u>V.P./COO.</u> Telephone: <u>206 232 9771</u> Date: <u>6/3/14</u>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____	Page _____	of _____
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INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional LEA, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional LEA, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$25,000.

U. S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONSOLIDATED FOOD MANAGEMENT, INC
 Organization Name PR/Award Number or Project Name

JOHN C FRANKS
 Names(s) and Title(s) of Authorized Representative(s)

John C Franks 6/3/14
 Signature(s) Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Clean Air and Water Certificate

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the Local Educational Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate.

CONSOLIDATED FOOD MGMT. INC _____
 NAME OF FOOD SERVICE MANAGEMENT COMPANY NAME OF LOCAL EDUCATIONAL AGENCY

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c)

or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

John C. Frick 6/3/14
 SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE

Jena Robinson Purchasing Agent 6/13/14
 SIGNATURE/TITLE OF LEA AUTHORIZED REPRESENTATIVE DATE


**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # 92068-1

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20__.

PIERCE COUNTY:

Approved as to legal form only:

By  01/17/14
Deputy Prosecuting Attorney Date

Recommended:

By  01/21/14
Budget & Finance Date

Approved:

By see agreement
Department Director Date
(less than \$250,000)

By _____
Pierce County Executive Date
(\$250,000 or more)

**AMENDMENT # 2
to Contract 92068
dated 1/1/2014
for Food Services for Pierce County Jail and Remann Hall**

THIS AGREEMENT is made and entered into by Pierce County and Consolidated Food Management Inc

WHEREAS, the parties have previously entered into an agreement dated for January 1, 2014.

WHEREAS, the parties desire to amend the agreement in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows that these Special Terms and Conditions be incorporated to the original contract 92068:

USE OF DONATED FOODS:

- a) The FSMC shall credit the LEA for the value of all donated food, entitlement and bonus, received for use in meal service in the school year, including the value of donated foods in processed end products.
- b) The FSMC shall list on the invoice for the period, the value of commodities received, and deduct the amount of value from the total owed by LEA for the meals/meal equivalents served.
- c) The value of commodities for entitlement and bonus is the average USDA purchase price as listed by OSPI. For processed commodities it is the processing agreement value.
- d) The FSMC shall be responsible for ordering and selecting USDA donated foods in coordination with the LEA; the storage and management of the donated foods; procuring processed end products on behalf of the LEA; and payment of processing fees or submittal of refund requests on behalf of the LEA or remittance of funds for the value of donated foods in processed end products to the LEA in accordance with 7 CFR 250.
- e) The FSMC will use all available USDA donated ground beef, ground pork, and processed end products in the LEA's food service consistent with agreed upon menu cycles.
- f) The FSMC will use all other USDA donated foods in the LEA's food service.
- g) The FSMC will procure processed end products on behalf of the LEA in compliance with the requirements of subpart C of 7 CFR 250 and credit the LEA for the value of donated food in the processing end product at the processing agreement value.
- h) The FSMC will not enter into the processing agreement with the processor as required in subpart C of 7 CFR part 250.
- i) The FSMC will comply with the storage and inventory requirements for donated foods.
- j) The LEA, OSPI, Comptroller General, USDA or their duly authorized representatives, may perform onsite review of the food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- k) The FSMC must maintain the following records relating to the use of the donated foods in accordance with 7 CFR Sec. 250.54(b):
 - o The donated food and processed end product received from or on the behalf of the LEA for use in meal service.
 - o Documentation that it has credited the LEA for the value of all donated food received for use in the LEA's food service in the school year, including the value of donated foods contained in processed products.
 - o Documentation of the FSMC's procurement of processed end products on behalf of the LEA.
- l) Extensions or renewals of the contract are contingent upon fulfillment of all contract provisions relating to USDA donated foods.
- m) Buy American: LEA or FSMC agrees to purchase to the maximum extent practicable domestic commodities or products. (7 CFR 210.21 (d)(2))

- n) LEA shall retain control of the quality, extent, and general nature of its food service and prices to be charged. (7 CFR 210.16(a)(4))
- o) Contracts shall recognize mandatory standards and policies relating to energy efficiency. (7 CFR 3016.36(i)(13))
- p) Provision for compliance with Section 1 03 and 1 07 of the Contract Work Hours and Safety Standards Act, which addresses overtime and compensation. (7 CFR 3016.36(i)(6), 7 CFR 3019 Appendix A (4))

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

DATE this 9TH day of JULY, 2014

CONTRACTOR:

CONSOLIDATED FOOD MANAGEMENT INC
Full Firm Name

[Signature]
(Signature)

PRESIDENT
Title of Signatory Authorized by Firm Bylaws

Mailing Address: 7429 SE 27th St
Mercer Island, WA
98040

Street Address, if different: _____

Federal Tax ID or Social Security Number:
91-1154393

PIERCE COUNTY:

Approved as to legal form only:

[Signature]
DEPUTY PROSECUTING ATTORNEY Date

Reviewed:

[Signature] 7/11/14
BUDGET & FINANCE Date

Approved:

[Signature] 7/9/14
DEPARTMENT DIRECTOR Date

COUNTY EXECUTIVE Date
(\$250,000 or more)

EXHIBIT D

Jail trustee: A good gig but a job nobody wants to hold for long

BY ALEXIS KRELL - STAFF WRITER

NOVEMBER 12, 2014 09:57 PM, UPDATED NOVEMBER 13, 2014 08:17 AM

Harold Laursen liked working at the Pierce County Jail well enough six years ago that he took another job there in July. Still, the 42-year-old Tacoma man hopes the laundry-room gig is his last there.

Laursen, serving time for drug possession charges, is one of about 120 inmates who help keep the jail running as part of a voluntary work program that comes with greater freedom and privileges.

He was incarcerated on separate charges in 2008 when he first started working in what jail officials call the Trustee Program.

“This time I came back, I figured, why not?” Laursen said Wednesday.

Trustee inmates are among the best behaved at the jail, and when away from their bunks aren’t supervised as closely as others. Sometimes one corrections officers oversees 8 trustees at once.

Some are pending trial, others are serving short sentences. They work throughout the jail instead of being confined to their living area all day.

Despite that freedom, it wasn’t until Saturday that someone escaped from the program, which administrative Lt. Patti Jackson, who oversees it, said has been around for years. The jail has always used inmate labor in some fashion, and she said about 10 years ago the program was given its workplace structure.

“The motivation to stay is much higher than the motivation to leave,” Jackson said.

If they escape, they face stricter confinement when incarcerated again, she said.

Richard Robinson, 31, was the first to flee, when he was working in the kitchen area, hopped a fence and left, sheriff’s spokesman Ed Troyer said. He has not yet been found.

Robinson was at the jail awaiting trial on charges in connection to a June burglary in Tacoma. Now he’s also charged with second-degree escape.

Inmates who are not trustees wouldn’t have been allowed in the area where Robinson escaped, Troyer said. Should he wind up back at the jail, the Trustee Program won’t be an option.

Workers must have a history of good behavior while incarcerated, and their crimes or alleged crimes can’t be especially violent.

The Sheriff’s Department says trustees save the jail from having to pay for minimum wage labor.

Some help prepare the three daily meals for roughly 1,200 inmates, and others keep living areas clean. Those with the most privileges help pick up trash around the county, among other jobs.

“Using inmate workers in the jail accomplishes two things: It puts inmates to work on things which need to be done, and it saves the taxpayers over a million dollars every year,” Sheriff Paul Pastor said in a statement.

There’s no pay for what typically are eight-hour work days, but the inmates who participate get some perks. If a judge allows, they may be able to work off court fees in the program, for instance.

There's also a coffee pot and a cold-water dispenser in their living area, and trustees get new change of clothes daily, compared to other offenders who get a new set twice a week. Fridays they earn a bag of chips and soda for their work. "Pay day," the inmates joke.

When the group does well, everyone's name is put into a drawing for goody bags containing soup, candy and other treats.

Ryan Morgan, 30 of Sumner, won recently.

"It was delicious," he said.

Morgan is a morning baker, responsible for making cakes, dinner rolls and other food.

"I've been coming in and out of here since I was 19," he said about the jail.

After he returned in August, pending trial for robbery and gun possession charges, he joined the trustee program for the first time.

"I decided to do something different," he said. "It's definitely helped me change my perspective and my views, and what I'm going to do when I get out. It gives you a structure."

He'd like to work on a fishing boat when released, but said he'd consider a job as a baker if that doesn't happen.

Lilran Goe, 30 of Tacoma, works in the kitchen, cutting up vegetables and slicing the cakes Morgan bakes.

"It's time out of your cell, and a good deed," he said.

He's halfway through a 26-day stay in the jail for missing a court date. He hopes to resume working as a janitor after he's released.

"It makes your day go by faster," he said about the program.

While there's less oversight of the trustees than other inmates, precautions are still taken, Jackson said. Cakes are cut with dough cutters, instead of knives. And the tools are

tethered to the tables. Inmates are still checked into and out of their living area.

Laursen, who plans to return to mechanic work, has a little more than a week left at the jail, where he's been since July 25. He'll get out in time to celebrate Thanksgiving with his family and soon will get to see his new baby.

His time in the trustee program has been positive, he said, and he thinks the jobs have given him skills to use in other work scenarios.

Both he and jail staffers hope he never has reason to reapply for the trustee program.

"I'm not shooting for three times," he said.

Read more here: <https://www.thenewstribune.com/news/local/crime/article25893445.html#storylink=cpy>