

Contract Review Sheet

Contract for Services

SO-6878-26Title: MCSO Commissary ServicesContractor's Name: Summit Food Service, LLCDepartment: Sheriff's OfficeContact: Bethany JohnstonAnalyst: Sandra FixsenPhone #: (503) 589-3261Term - Date From: upon signaturesExpires: June 30, 2029Original Contract Amount: \$ 500,000.00Previous Amendments Amount: \$ -Current Amendment: \$ -New Contract Total: \$ 500,000.00 Amd% 0%**Incoming Funds**☐ Federal Funds☐ Reinstatement☐ Retroactive☐ Amendment greater than 25%Source Selection Method: 20-0260 Request for ProposalRFP# SO1731-26

Description of Services or Grant Award

This is a new contract with Summit Food Service, LLC, doing business as Summit Correctional Services, for the provision of commissary goods and related services for the Adults in Custody (AICs) at the Marion County Jail.

The contract is a result of a formal competitive Request for Proposal (RFP), SO17329-26. Following the evaluation and scoring of proposals recieved, Summit Correctional Services was awarded.

Desired BOC Session Date: 10/14/2026Contract should be in DocuSign by: 9/23/2026Agenda Planning Date: 10/1/2026Printed packets due in Finance: 9/29/2026Management Update: 9/22/2026BOC upload / Board Session email: 9/30/2026BOC Session Presenter(s) Commander Jacob RamseyCode: Y**REQUIRED APPROVALS**09/24/202609/24/2026

Finance - Contracts

Date

Contract Specialist

Date

09/29/202609/29/2026Michelle Teed (Sep 29, 2026 15:08:22 PDT)Jan Fritz (Sep 29, 2026 17:22:15 PDT)

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 14, 2026

Department: Sheriff's Office

Title:

MSCO Commissary Services

Management Update/Work Session Date: September 22, 2026 Audio/Visual aids ☐

Time Required: 5 mins Contact: Bethany Johnston Phone: 3261

Requested Action:

The Marion County Sheriff's Office is requesting approval from the Board of Commissioners to enter into a new contract with Summit Food Services, LLC, doing business as Summit Correctional Services, for the provision of the commissary goods and related services for the Adults in Custody (AICs) at the Marion County Jail.

Issue, Description
& Background:

The Sheriff's Office conducted a formal competitive Request for Proposal (RFP), SO1732-26, for Adults in Custody (AIC) Commissary and Trust Fund Services at the Marion County Jail. Proposals went through the solicitation process in accordance to the requirements established. Following the evaluation, Summit Food Service, LLC was determined to be a responsive proposer. The proposed contract will establish a new agreement with Summit Correctional Services for the provision of commissary goods and related services for AIC housed at the Marion County Jail. The proposed contract was presented to the Board during Management Update on Sept 22, 2026. The Sheriff's Office is now requesting formal Board Approval.

Financial Impacts:

This will be an incoming funds contract.

Impacts to Department
& External Agencies:

The Sheriff's Office will be the primary department impacted by this Contract. Summit will coordinate with Sheriff's office staff to implement and provide commissary and trust fund services at the jail.

List of attachments:

Contract Review Sheet, BOC agenda review form, Contract, Exhibits A - D

Presenter:

Commander Jacob Ramsey

Department Head
Signature:

Jeremy Landers
Jeremy Landers (Sep 25, 2026 06:21:15 PDT)

**MARION COUNTY
CONTRACT FOR SERVICES
SO-6878-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Summit Food Service, LLC, a New Mexico Limited Liability Company, hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279B.060 and MCPCR 20-0260 and MCPCR 20-0261.

WHEREAS, County issued Request for Proposals SO1731-26 for AIC Commissary, Vending and Trust Fund Account Services on March 19, 2026.

WHEREAS, Contractor submitted a proposal in response to SO1731-26 on April 24, 2026, which was determined to be responsive.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to Contractor on June 11, 2026.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

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

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **June 30, 2029**. The parties may extend the term of this Contract by written agreement provided that the total Contract term does not extend beyond **June 30, 2031**.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, each of which is attached and incorporated herein by reference:

- A. This Contract less exhibits
- B. Exhibit A – Statement of Work
- C. Exhibit B – Menu/Price List
- D. Exhibit C – Fee Schedule
- E. Exhibit D – Pre-Paid Debit Cards
- F. Attachment A – PREA Contractor Form 2026

3. CONSIDERATION

- A. Contractor shall provide, at no cost to County except as expressly provided in this Contract, all personnel, equipment, software, supplies, support, warranties, training, and other resources necessary for the performance of the Work as described in Exhibit A
- B. Contractor shall pay County a commission equal to 23% of Gross Sales, as defined in Exhibit A. Commission payments, reimbursements, exclusions from Gross Sales, reporting requirements, and other compensation-related obligations shall be calculated and administered in accordance to Exhibit A
- C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with [Appendix II to Title 2, Part 200](#) of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:

- ☐ Subrecipient
- ☐ Contractor/Vendor
- ☒ Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

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

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.
Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

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

6. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

7. FORCE MAJEURE

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

8. FUNDING MODIFICATION

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

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

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

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

10. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of five (5) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

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

12. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

- A. Indemnification. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and hold harmless County, its officers, agents, and employees from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses, including but not limited to reasonable attorney fees, and cost of litigation, arising out of, or resulting from or relating to the

performance of this Contract by Contractor or its officers, employees, agents, or subcontractors, except to the extent caused by sole negligence or willful misconduct of County

- B. Duty to Defend; Control of Defense. Contractor's duty to defend immediately upon notice of a claim and its separate from and in addition to its duty to indemnify. Contractor shall have control of defense of any claim subject to this Section; provided, however, that:
 - 1. Contractor shall not represent or purport to act as legal counsel for County without prior written authorization from County legal Counsel;
 - 2. Contractor shall not settle any claim on behalf of County without the prior written approval of County Legal Counsel; and
 - 3. County reserves the right, as its sole discretion and expense, to participate in or assume its own defense and settlement at any time.
- C. Insurance. Contractor shall procure and maintain, at its sole expense, all insurance required under Section 24 of this Contract prior to commencing any work and shall maintain such coverage continuously throughout the term of the Contract and any applicable warranty or tail periods. Compliance with the insurance requirements shall not limit Contractor's liability under this Section.
- D. County Liability. No waiver. County is a public body subject to Oregon Tort Claims Act,(ORS 30.260 to 30.300), Nothing in this Contract shall be constructed as a waiver of any immunities, defenses, or limitations on liability available to County under applicable law, including statutory liability caps.
- E. Limited County Responsibility. To the extent required by Oregon law, County shall be responsible only for its own negligent acts or omissions, subject at all times to the limitations and liability caps set forth in the Oregon Tort Claims Act. No provision of this Contract is intended to expand County's liability beyond those limits.
- F. Survival. Contractor's obligations under this section shall survive termination or expiration of this Contract.

14. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

- D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

- A. If terminated under 14A or 14B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 14C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 14C or 14D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

16. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.
- C. SUBCONTRACTORS AND THIRD-PARTY SERVICES. The Contractor shall disclose all subcontractors, affiliates, and third-party service providers engaged in the performance of this Contract, including but not limited to those providing hosting, payment processing, device management, or data handling services. The Contractor remains fully responsible for compliance and performance of all subcontractors.

17. GOVERNING LAW AND VENUE

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

18. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws. All data generated or maintained as part of commissary operations shall be considered County records and shall be subject to applicable public records, retention, and lawful disclosure requirements. The Contractor shall not assert ownership or proprietary rights over County data.

19. USE OF DATA AND MONETIZATION

The Contractor shall not sell, monetize, mine, or use County data for advertising, analytics, or secondary purposes without explicit written County authorization.

20. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

21. SUCCESSORS IN INTEREST

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

22. MERGER CLAUSE

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

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

23. WAIVER

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

24. REMEDIES

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

- A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either by itself, by agreement with another contractor, or by combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.

- B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

25. INSURANCE

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

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

☒ \$1,000,000 Per occurrence limit for any single claimant; and

☒ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

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

☒ **Required by County** ☐ **Not required by County.**

☒ \$2,000,000 Per occurrence limit for any single claimant; and

☒ \$5,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Information Technology Director and Risk Manager

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

☒ Required by County ☐ Not required by County.

Minimum Limits:

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

- v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

- vi. CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND Contractor shall provide Employee Dishonesty or Fidelity Bond coverages endorsed for third party coverage for loss of third-party property by dishonest acts of an employee of the Contractor with a coverage limit of not less than \$250,000.

☒ Required by County ☐ Not required by County

- B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

26. NOTICE

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

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

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

To Contractor:

Summit Food Service, LLC
tim.goodard@summitfoodservice.com
500 East 52nd Street North None
Sioux Falls, SD, 57104

To County

Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 4247
P.O. Box 14500
Salem, Oregon 97309

27. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

28. SEVERABILITY

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

29. AMENDMENTS

This Contract may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This Contract is anticipated to be amended for the following reasons:

- i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.
- ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

30. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

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

- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

31. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
-------	------

Commissioner	Date
--------------	------

Commissioner	Date
--------------	------

Authorized Signature:	<u>Jeremy Landers</u> Jeremy Landers (Sep 25, 2026 06:21:15 PDT)	09/25/2026
	Department Director or designee	Date

Authorized Signature:	<u>Jan Fritz</u> Jan Fritz (Sep 29, 2026 17:22:15 PDT)	09/29/2026
	Chief Administrative Officer	Date

Reviewed by Signature:	<u>Michelle Teed</u> Michelle Teed (Sep 29, 2026 15:08:22 PDT)	09/29/2026
	Marion County Legal Counsel	Date

Reviewed by Signature:	<u>Sandra L. Lisen</u>	09/24/2026
	Marion County Contracts & Procurement	Date

SUMMIT FOOD SERVICE, LLC SIGNATURE

Authorized Signature: _____	Date
-----------------------------	------

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

The County requires comprehensive Commissary services, vending services, and Trust Fund Account Services (“TFAS”) for Adults in Custody (“AICs”) housed at the Marion County Jail and Transition Center (collectively, the “Facilities”). These Facilities operate continuously, 365 days per year, serving an annual population of approximately 10,000 AICs. Services require a specific design and execution to ensure uninterrupted operation at all times while minimizing administrative and operational burden on the County and the Marion County Sheriff’s Office (“MCSO”).

The County has engaged a single, integrated service provider to deliver turnkey commissary, vending, and TFAS operations. The services described in this contract ensure that the Inmate Commissary Application operates as a stand-alone, Contractor-managed system remains isolated from the County enterprise network. The County seeks to maintain its existing security posture by minimizing cybersecurity, financial, and operational risk associated with inmate services systems.

All services provided under this Contract shall comply with Marion County policies, MCSO policies, Oregon Jail Standards (OJS), American Correctional Association (ACA) standards, and all applicable federal, state, and local laws and regulations.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor is responsible for providing services and operating a fully integrated commissary, vending, and TFAS program to ensure secure, continuous, and cost-effective service delivery to all AICs, including but not limited to the following:

i. Oversight and Administration

- a. Contractor is responsible for providing all labor, management, supervision, and technical expertise required to operate these systems, including ongoing monitoring, reporting, and oversight functions.
- b. Contractor is solely responsible for monitoring compliance with these requirements and for promptly correcting any noncompliance. Failure to comply with applicable laws, regulations, standards, or policies shall constitute a material breach of this Contract.
- c. All personnel assigned to the Facilities by Contractor shall possess all appropriate security clearances, specifically Criminal Justice Information System (CJIS) clearance, fingerprint-based background checks, and Prison Rape Elimination Act (PREA) training.
- d. Contractor is responsible for maintaining robust internal controls, including segregation of duties, reconciliation procedures, and comprehensive audit trails to ensure the integrity, security, and accuracy of all financial and operational activity.

- e. The County and MCSO, or their designated representatives, have the right to inspect, monitor, and audit all operations, records, equipment, systems, and data related to this Contract at any time, and the Contractor shall cooperate fully with any such oversight without restriction or cost to the County.
- f. Contractor shall provide input to the County on operating policies for their services conducted. The policies shall be set by the County.
- g. Contractor shall assume full responsibility for the secure, efficient, and transparent management and operation of all services, providing all personnel, systems, equipment, technology, materials, reporting, reconciliation, customer service, and compliance functions necessary to fully perform the obligations under this Contract.
- h. Contractor shall furnish, operate, and maintain all personnel, systems, equipment, and infrastructure necessary to ensure uninterrupted, reliable, and cost-effective service delivery at all times.
- i. Services shall be designed and performed to minimize administrative and operational burden on the County and MCSO while maintaining the highest standards of security, fiscal integrity, accountability, transparency, auditability, and institutional control. No failure, delay, or disruption in service delivery shall relieve the Contractor of its obligations under this Contract.
- j. Equipment provided by Contractor:
 - (a) (7) Kiosks with touch screen (new upgrade), located within pods
 - (b) (2) booking Kiosk
 - (c) (2) Workstations and necessary hardware
 - (d) (7) Snack machines with all necessary upgraded hardware
 - (e) (5) Soda machines with all necessary upgraded hardware
 - (f) (12) vending cages
 - (g) (2) Point of Sale system/credit card terminals with necessary hardware and software
 - (h) (3) Lobby kiosks
- k. The Contractor shall provide sufficient staffing, including at least one full-time account manager and additional personnel as necessary to meet operational requirements.
- l. Contractor's employees shall receive appropriate orientation, training, and annual briefings on security, facility-specific rules, and best practices.

- ii. The County reserves the right to revoke security clearance or deny access to any personnel not meeting these requirements:
 - (A) The County, if deemed necessary, may remove any Contractor's employees from County premises for any reason.
 - (B) Employees of Contractor will comply with all County rules and conduct. County will provide these in writing to Contractor prior to the first day work is performed.
 - (C) Contractor's employees must enter the MCSO building via the designated building entrance(s) and be signed in and out of the buildings.
 - (D) Contractor's employees working at the facilities will wear the County-supplied identification badge (with picture) face up in a visible manner while they are in the County buildings.
 - (E) Contractor and Contractor's employees shall maintain highest ethical relationships with the County employees, AICs, suppliers and competitors in the performance of this agreement. The Contractor shall enforce strict discipline and good order among its employees.
 - (F) No tobacco products, prescription medication, personal laptops, personal cell phones etc. that could affect security are permitted inside the facility.
- iii. The Contractor shall maintain comprehensive documentation of all operations, reconciliations, and reports in County-approved formats for at least five (5) years following termination of the Contract. The County may audit, inspect, or review operations and records at any time, and the Contractor shall fully cooperate.
- iv. Commissary Services

Contractor shall provide and manage comprehensive commissary services, including commissary inventory, AIC ordering, fulfillment, packaging, and delivery.

 - a. The Contractor shall maintain daily availability of approved commissary items and shall provide and manage indigent kits. All commissary products and indigent kits contents must be approved by MCSO Jail Management prior to sale or distribution.
 - b. The commissary shall provide and maintain a secure razor exchange program accordance with the MCSO requirements.
 - c. Contractor shall provide for the sale of AIC phone cards and the ability to transfer funds for phone purchases, through the County's current AIC Phone service provider. Contractor shall maintain a sufficient quantity of phone cards to ensure availability through Commissary Services.
 - d. The Contractor shall maintain a written commissary plan that includes applicable policies, procedures, operational standards, and process for annual evaluation. Contractor shall provide County with the following:

- (1) Commissary Plan;
 - (2) Standard commissary menu and price list, including indigent kits;
 - (3) Weekly Sales, commission, and inventory reports; and
 - (4) Monthly cumulative summaries of sales and commissions.
- v. Pricing for commissary and vending items shall be reasonable and comparable to local convenience-store pricing.
 - vi. Contractor shall download all AIC orders as needed, but no less than weekly. Contractor shall deliver commissary items to the County in sealed bulk containers and shall bag on site for distribution. Contractor shall charge AICs accounts for noncommissioned items distributed by County in high-risk units.
 - vii. Future Price Adjustments. Contractor may request no more than once annually, effective on the anniversary of the Contract Effective Date. Contractor shall submit any requested adjustments to County in writing at least ninety (90) days in advance and shall provide detailed supporting documentation substantiating the base of the request increase, including, as applicable, changes in the US Department of Labor Consumer Price Index, all Urban Consumer, National Average Unadjusted, Food Away from Home, and/or documented changes in the Market basket products.
 - a. No Pricing adjustments shall take effect unless and until expressly approved by County, in writing as an amendment to the Exhibit B. In no event shall any annual increase exceed the lesser of (a) five percent (5%) or (b) the most recently published applicable CPI index referenced above, unless otherwise mutually agreed upon.
 - b. All Parties shall work in good faith to review and negotiate and proposed adjustment. No pricing adjustment shall take effect without County's written approval, which shall not be unreasonably withheld, conditioned, or delayed.
 - viii. Vending Services shall be provided through machines capable of delivering approved food, beverages, and non-food items.
 - a. All machines should be Correctional grade and tamper-resistant, energy-efficient, and integrated with the TFAS to ensure real-time transaction accuracy. The machines will have regular scheduled maintenance and be upgraded as new technology and software become available.
 - b. The Contractor shall maintain pre-approved inventory levels, perform regular stocking, and provide emergency restocking as needed. Restocking is required at least every 24 hours.
 - c. The Contractor shall provide fully operational vending systems and weekly reports detailing machine-level performance, sales, and inventory for each unit.
 - d. Items shall be packaged in a manner to provide for security and safety. Must be factory-sealed packages that have not been opened or altered in any way.

- e. Vending machines will not dispense expired food.
- ix. Trust Fund Account Services (TFAS) shall include secure electronic management of all AIC accounts, providing real-time posting of deposits, withdrawals, disbursements, and inter-facility transfers.
- a. Contractor shall provide multiple authorized deposit channels, including online portals, telephone systems, debit or credit cards, and electronic funds transfer (EFT), ensuring minimal or no fees for depositors.
 - b. Contractor shall deliver audit-ready records and weekly and monthly reports detailing all financial transactions, account balances, and reconciliations.
 - c. Records shall be maintained for a minimum of five (5) years and made accessible to the County at any time.
 - d. The Contractor shall verify there are sufficient funds in the AIC's account to cover the cost of the product(s) ordered by AICs.
 - e. Contractor shall ensure that all TFAS disbursements are secure, authorized, and compliant with County policies. Disbursement of funds upon release or transfer of an AIC shall be timely, accurate, and provided in a format that avoids fees where possible. The Contractor shall prevent direct AIC-to-AIC transfers and ensure cash handling within secure areas is prohibited for contractor staff.
 - f. The TFAS provided by the Contractor and its third-party transaction processing company, shall adhere to the latest Payment Card Industry (PCI) Data security standards as set forth by the payment card industry. The Contractor is responsible for providing validation of their PCI compliance and a copy of their PCI Compliance Certificate annually to the County.
 - g. Contractor assumes responsibility for all deposits, disbursements, reconciliations and reporting on AICs TFAS including the following:
 - (1) Facility Deposits: All deposits to the AICs TFAS, from outside parties will be accepted via the Lobby Kiosk (Cash, or Credit Cards), 800-phone calls, and websites. See Exhibit C for fee schedule. Fees may only be increased with County's written approval. For deposits made to an AICs TFAS with a negative balance up to a maximum of 50% of deposit will be applied against the negative balance. Remaining balance of deposit will be available for use.
 - (2) Intake Money: Contractor will provide an Intake Counter/Booking kiosk so that all deposits of AICs funds at the time of booking will be added to the appropriate AICs TFAS. Only Cash (US Bills and coins) will be accepted. All other forms of money will be deemed as property and not added to the AICs TFAS at the time of booking. For deposits made to AICs account with a negative balance from a previous booking, up to a maximum of 50% of the deposits will be applied against their negative balance. Remaining balance of deposit will be available for commissary use.

- (3) Bank Deposits: Contractor will be responsible for the disbursement of the remaining account balance of the TFAS at the time of the AIC release. Contractor will disburse funds whenever the Contractor's staff is on-site. Disbursement of the TFAS will be on a prepaid debit card as outlined in Exhibit D
 - h. All services shall be delivered on a continuous, 24-hour, seven-day-per-week basis, ensuring uninterrupted access to commissary items, vending services, and TFAS functions.
 - i. Weekly reports on all commissaries, vending, and TFAS activity shall be provided to the County. Monthly reports shall include
 - (1) cumulative reconciliations (every deduction and reason for the deduction
 - (2) commission calculations, (Beginning Sales, Total Gross Sales, net commission calculations); and
 - (3) financial summaries. (Commission owed, commission Paid)
- x. Technical Requirements

The County seeks to maintain its existing security posture by minimizing cybersecurity, financial, and operational risk associated with inmate services systems. Contractor shall ensure the Inmate Commissary Application (Application) operates as a stand-alone, Contractor -managed system that remains isolated from the County enterprise network.

 - a. Network Isolation Requirements

The Application must not connect to, traverse, or integrate with the County's internal network (LAN, WAN, data center, or County-managed cloud environments):

 - (1) No direct or indirect connectivity to County systems is permitted.
 - (2) No VPN, routing, bridging, or tunneling into County networks is allowed.
 - (3) The solution must not rely on County-managed network infrastructure for application traffic.
 - b. Dedicated Connectivity Model

All application traffic must utilize Contractor-provided or Sheriff-Office-approved dedicated connectivity that is physically and logically separated from County enterprise networks.

 - (1) Internet access, if required, must terminate outside the County network boundary.
 - (2) The solution shall not require County firewall rule changes, proxy configuration, or routing support.
 - c. Prohibited Integrations

All authentication, authorization, and application services must be self-contained within the contractor solution. The solution shall not require or request integration with:

 - (1) County identity services (e.g., Active Directory, Entra ID).

- (2) County financial, ERP, or payment systems.
- (3) County-hosted servers, storage, or cloud tenants.
- (4) County device management, MDM, or endpoint security platforms
- d. Payment Processing and Financial Data
The County shall not act as a payment processor, custodian, or intermediary. Any inmate ordering, payment processing, or financial transactions must:
 - (1) Occur entirely within the contractor's system and network boundary.
 - (2) Comply with applicable PCI-DSS standards.
 - (3) Not transmit payment or financial data through County systems or networks.
- e. Devices, Kiosks, and Endpoints
Device configuration, patching, monitoring, and lifecycle management shall be the contractor's responsibility. All inmate-facing kiosks, tablets, or related devices must:
 - (1) Operate exclusively on the dedicated commissary network.
 - (2) Not connect to County wired or wireless networks.
 - (3) Not be joined to County domains or management platforms.
 - (4) Comply with applicable accessibility requirements (e.g., ADA, Section 508, WCAG 2.1 AA), to the extent applicable within a correctional environment.
- f. Reporting and Data Access
Reports or data access required by the Sheriff's Office:
 - (1) Access shall be provided via secure contractor portal, secure file transfer, or read-only web access.
 - (2) No system-to-system integration into County applications are permitted.
 - (3) All access from County systems must be outbound only.
- g. Security Boundary & Change Control
Contractor shall clearly document the network boundary separating the Application from County infrastructure. Any future request to integrate with County systems or networks shall:
 - (1) Require a formal written request
 - (2) Be subject to County IT security architecture review
 - (3) Required written approval from County IT leadership prior to implementation.

h. Security Controls & Independent Assurance

The Contractor shall implement industry-standard administrative, technical, and physical safeguards to protect County data.

- (1) Upon request, the contractor shall provide a current SOC 2 Type II report, equivalent third-party security assessment, or documented explanation of alternative controls.
- (2) A current SOC 2 Type II report, prepared by an independent, qualified third-party auditor, demonstrating the Contractors' compliance with applicable Trust Fund Service criteria, including but not limited to security, availability, processing integrity, confidentiality, and privacy. The SOC 2 Type II report shall be provided upon contract execution and annually thereafter, or more frequently upon the request of the County.

i. Data Retention, Portability & Exit Strategy

Upon contract expiration or termination:

- (1) The Contractor shall provide the County with a complete export of County data in a mutually agreed, non-proprietary format.

j. Incident Notification & Response

The contractor shall notify the County of any confirmed or suspected security incident involving commissary system data within a reasonable and defined timeframe.

- (1) The County reserves the right to request reasonable documentation demonstrating compliance with the above requirements throughout the contract term.
- (2) Any material change to security posture, subcontractors, or data handling practices shall be disclosed to the County in advance

C. SPECIAL REQUIREMENTS.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, affiliates, payment processors, software providers, and hosted service providers and agents, used in the performance of this Agreement.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

Transition of services at the start and end of the Contract term shall be executed to ensure continuous, secure operations, including secure transfer of all financial accounts, inventory, and documentation. Contractor shall provide a written transition plan, including implementation strategy, timeline, milestones, staffing, change management processes, and risk mitigation measures. Upon the termination of this agreement, Contractor will work cooperatively with the County and County's subsequent provider of the commissary, vending and TFAS to ensure a smooth transition.

Contractor and its employees will be required to view the PREA Proposer Training Presentation at the following link: [Copy of 2020 PREA for Contractor, Volunteer, or Other non-sworn staff by Marion Sheriff on Prezi](#) acknowledge the review and receipt of PREA training before performing any work

- D. **KEY PERSONS.** Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

- (1) Brian Clark,
Vice president of Commissary Services
Provides oversight of Correction compliant purchasing for all summit commissary sales.
- (2) Tim Goddard,
Director of Commissary Operations - West Region
Director of Commissary Operations, technology services, installation of banking software and updates, installation of kiosks, tablets, Coordinate with software developers on installation, repairs and troubleshooting.
- (3) Donovan Felitz,
Operations Support Manager
Commissary warehouse operations, client visits, managing invoices, sales reporting
- (4) Jonathan Magana,
Commissary Technology Manager
Leads the commissary technology support, training/installation, equipment inventory
- (5) Luke Anderson,
Director of Commissary - Warehouse
Oversee the commissary program and operations inside the correctional facilities

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

Contractor commission payments shall be made in accordance with the payment schedule and requirements in Exhibit A.

- i. For the purpose of this Agreement, “Gross Sales” shall mean the total selling price of all commissary and vending, and care packages sold under this Agreement, regardless of payment method. Gross sales shall exclude only:
 - a. Applicable state and local sales taxes actually collected or remitted;
 - b. Verified customer refunds or returned or undeliverable goods; and
 - c. Transactions reversed because of documented processing errors.
 - (1) No other deductions, offsets, allowances, discounts, shrinkage, spoilage, promotional discounts, processing fees, banking fees, credit card fees, labor costs, overhead, transportation cost, rebates, or administrative expenses shall reduce Gross Sales unless expressly authorized in this Agreement.
- ii. The following categories, if applicable, shall be excluded from commission calculations because they are not commissary or vending merchandise sales or because the County has elected not to have commission on those specific items, expressly identified and separately itemized in Contractor’s monthly reporting:
 - (1) Postage: Charges/Costs for AIC mail services.
 - (2) Indigent Kit and/or individual indigent items: Items provided to inmates who have no money.
 - (3) Marion County Specific Kits:
 - (a) Legal Kit
 - (b) Intake Kit
 - (4) Phone and Tablet or other digital communication service revenues are not directly tied to commissary or vending product sales.
 - (5) Medical expenses: Charges related to healthcare.
- iii. The Contractor shall remit to the County, the following revenue and expense items, each accompanied by a separate, detailed accounting report:
 - a. Commissary and Vending Commission. Twenty-three percent (23%) of Gross Sales, as defined in Section 2.A, for all commissary and vending transactions of all commissary items purchased during the preceding month.
 - b. Reimbursements. Separate, itemized payments for medical, library, indigent, and legal kits, respectively
 - c. Inmate Welfare Account (IWA) and Procurement. All commissions and reimbursements received from the Contractor shall be deposited immediately into the County’s restricted Inmate Welfare Account.

- d. Restricted Use of IWA Funds. Funds within the IWA shall be utilized to compensate the Contractor for the direct cost of inventory and stock for commissary and vending machines.

B. METHOD OF PAYMENT FOR SERVICES:

The Contractor's commission payments are calculated by multiplying applicable commission rate set forth in section 2.B(i) by the Gross Sales, as defined in Section 2.A

No Additional deductions, exclusions, or adjustments shall be applied to Gross Sales beyond those expressly permitted in Section 2.A

Payment method shall be electronic via AFT/ACH transfer, or another acceptable electronic method agreed upon by the parties.

Contractor shall provide, with each payment, a detailed accounting report that includes:

- (1) Total Gross Sales;
- (2) Itemized permitted deductions;
- (3) New amounts subject to commission calculations; and
- (4) Supporting transaction-level data sufficient for verification by County

C. BASIS OF PAYMENT FOR SERVICES.

The Contractor will make monthly commission payments by the 15th day of the month for Gross Sales as defined in Section 2.A.

D. EXPENSE REIMBURSEMENT.

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

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

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

**Marion County
Attn: Sheriff's Office
PO BOX 14500
Salem, OR 97309**

Exhibit B- Price List

Marion County, OR - Full Commissary Menu

Code	Product	Inmate Price
1000	Washcloth	\$0.79
1002	Shower Shoes Medium	\$2.99
1003	Thermal Shirt 4XL	\$8.99
1004	Womens Briefs 6	\$2.99
1005	Womens Briefs 8	\$2.99
1006	Womens Briefs 10	\$2.99
1007	Womens Briefs 12	\$2.99
1008	Mens Briefs S	\$5.99
1009	Mens Briefs M	\$5.99
1010	Mens Briefs L	\$5.99
1011	Mens Briefs XL	\$5.99
1012	Mens Briefs 2XL	\$5.99
1013	Boxer Shorts S	\$4.99
1014	Boxer Shorts M	\$4.99
1015	Boxer Shorts L	\$4.99
1016	Boxer Shorts XL	\$4.99
1017	Boxer Shorts 2XL	\$4.99
1018	Boxer Shorts 3XL	\$4.99
1019	T-Shirt White M	\$8.99
1020	T-Shirt White L	\$8.99
1021	T-Shirt White XL	\$8.99
1022	T-Shirt 2XL	\$8.99
1023	T-Shirt 3XL	\$8.99
1024	Sport Bra 34	\$4.99
1025	Sport Bra 36	\$4.99
1027	Sport Bra 40	\$4.99
1030	Thermal Shirt M	\$8.99
1031	Thermal Shirt L	\$8.99
1032	Thermal Shirt XL	\$8.99
1033	Thermal Shirt 2XL	\$8.99
1034	Thermal Shirt 3XL	\$8.99
1035	Thermal Pants M	\$16.99
1036	Thermal Pants L	\$16.99
1037	Thermal Pants XL	\$16.99
1038	Thermal Pants 2XL	\$16.99
1039	Bob Barker Thermal Pants 3XL	\$16.99
1050	Shower Shoes Size Large	\$2.99
1052	Reading Glasses 1.50	\$4.99
1054	Heavy White Sock	\$3.69
1055	Reading Glasses 2.0	\$4.99
1056	Reading Glasses 2.5	\$4.99
1091	Boxer Shorts 4XL	\$4.99
1092	Sports Bra 32	\$4.99
1093	Reading Glasses 1.00	\$4.99
1094	Reading Glasses 1.25	\$4.99
1100	T-shirt 4x	\$8.99
1101	T-Shirt 5x	\$8.99
1102	T-Shirt Small	\$8.99
1110	Thermal Shirt Small	\$8.99
1215	White Kufi Hat	\$4.19
1216	Mens Briefs 3X	\$5.99
1217	Mens Briefs 4X	\$5.99
1246	Sweat Pants Small	\$16.99
1247	Sweat pants Medium	\$16.99
1248	Sweat pants Large	\$16.99
1249	Sweat Pants XL	\$16.99
1250	Sweat pants 2XL	\$16.99
1251	Bob Barker Sweat Pants 3XL	\$16.99
1254	Sweat Shirt Small	\$19.99
1255	Sweat Shirt Medium	\$19.99
1256	Sweat Shirt Large	\$19.99
1257	Sweat Shirt XL	\$19.99
1258	Sweat Shirt 2XL	\$19.99
1403	Freshscent Hair Conditioner 4 oz.	\$1.39
2006	Freshscent Shampoo 4oz	\$1.39
2007	Colgate Toothpaste 2.5oz	\$2.09
2009	Freshmint Toothpaste 0.6 oz.	\$0.39
2010	Shave Cream Tube 3oz	\$2.69
2011	Hair Gel 15oz bottle	\$3.09
2012	Magic Shave Cream 6 oz.	\$19.49
2016	Mouthwash-Alcohol Free 4oz	\$1.19
2021	Lady Speed Stick 1.4oz	\$5.09
2031	Blue Magic Conditioner 4oz	\$5.49
2033	Cocoa Butter Lotion 4oz	\$1.39
2034	Deodorant Packet .12oz	\$0.39
2035	Mennen Speed Stick Mens Deodorant liquid gel 3oz	\$7.19
2037	Skin Hand & Body Care Lotion 4oz	\$1.29
2039	Dove Bar Soap Sensitive Skin 3.75oz.	\$5.59
2041	Tolnaftate Antifungal Foot Creme 1 oz.	\$2.89

Code	Product	Inmate Price
4014	Hair Pick 5in	\$0.29
4018	Soap Box	\$0.99
4019	.AA Battery pack of 2	\$0.89
4020	AAA Battery pack of 2	\$0.89
4022	Tums 8ct roll	\$2.19
4025	Qtips 90 ct.	\$2.29
4027	Plastic Bowl w/ Lid	\$1.69
4028	Sleeping Mask	\$0.59
4029	Antibiotic Ointment single dose	\$0.79
4031	Lip Balm	\$1.39
4033	Winter Holiday Card	\$2.19
4035	Thank You card w/stamp	\$2.19
4036	Birthday Card w/stamp	\$2.19
4037	Thinking of You Card w/ stamp	\$2.19
4038	Love Card w/stamp	\$2.19
4041	Postcard prestamped 3"x5"	\$0.69
4042	Mothers Day Card	\$2.19
4043	Crossword puzzle (RANDOM)	\$1.99
4044	Dictionary/English	\$1.99
4045	Acne Lotion 1 oz.	\$3.29
4046	Denture Cleanser Tablets 40ct	\$4.59
4047	Poker Cards	\$4.99
4048	Colored Pencils 3.5 inch 12ct	\$2.79
4049	Pinochle Cards	\$4.99
4054	Tumbler plastic 12oz no lid	\$1.39
4060	Foam Ear Plugs	\$0.39
4062	Paper Lined Writing Pad - White 50 sheets	\$2.69
4063	Sketch Pad	\$5.29
4064	Pony O's (no metal)	\$0.39
4066	Comb 5" Black	\$0.09
4068	Uno Cards	\$13.99
4069	Word Search (RANDOM)	\$1.99
4071	Palm comb	\$0.59
4074	Med-First Aspirin 2ct 325mg	\$0.29
4077	Sudoku (RANDOM)	\$1.79
4078	Phase 10	\$29.99
4082	Flex Spoon, Orange	\$0.69
4085	Address Book, Small	\$1.99
4095	AM/FM Radio	\$51.99
4096	Generic Earbuds with Mic	\$7.39
4112	1 sheet of paper	\$0.05
4127	Envelope 10x15 (no postage)	\$0.79
4170	Denture tablets SINGLE	\$0.19
4172	Comb 5"	\$0.09
4173	Vitamin A&D Ointment 4 oz.	\$2.99
4187	Flexible bowl	\$7.39
4200	Spanish Love Card w/stamp	\$2.19
4202	I Miss You Card w/stamp	\$2.19
4203	Anniversary Card w/stamp	\$2.19
4204	Kids Birthday Card w/stamp	\$2.19
4205	Christmas Greeting Card w/stamp	\$2.19
4211	EcoSecurity Utensil	\$0.29
4212	22 oz. Plastic Mug	\$4.29
4501	Pillow	\$12.29
4504	Half Pillow Case	\$3.09
4900	NIV Bible	\$6.99
5000	Chick-O-Stick (V)(GF)(K) .7oz	\$0.89
5003	M&M Plain(K) 1.69oz	\$2.49
5004	Skittles (K) 2.17oz	\$2.49
5005	Tongue Torcher 4 oz.	\$2.49
5006	Root Beer Barrels 4.5oz	\$1.59
5008	Snickers (K) 1.86oz	\$2.49
5009	M&M Peanut (K) 1.74oz	\$2.49
5010	Twix (K) 1.79oz	\$2.49
5011	Hersheys Milk Chocolate (GF) 1.55oz	\$2.49
5012	Butterfinger (K) 1.9oz	\$2.19
5013	Milky Way (K) 1.84oz	\$2.49
5014	Kit Kat (K) 1.5oz	\$2.49
5015	M&M Peanut Butter (K) 1.63oz	\$2.49
5016	Snickers Almond (K) 1.76oz	\$2.49
5019	Whatchamacallit 1.6oz	\$2.49
5020	3 Musketeers (K) 1.92oz	\$2.49
5022	Reese's Peanut Butter Cup (GF) 1.5oz	\$2.49
5024	Butterscotch Buttons 4.5oz	\$1.49
5028	Jolly Ranchers 4oz	\$3.79
5029	5 Flavors Lifesavers .9oz	\$1.69
5031	Milk Duds 5oz (GF)	\$3.39
5033	Buddy Bar SINGLE (K) 3oz	\$1.19
5037	Starburst Original 2.07oz	\$2.49

Code	Product	Inmate Price
6090	Sugar Free Fruit Punch Drink Mix Single (K) .49oz	\$0.39
6095	Lipton Tea bottle 16.9oz	\$1.29
6098	Creamer Packets Single Serve	\$0.19
6103	Cherry Pepsi 20oz	\$2.99
6105	Grape Soda 20oz	\$2.99
6110	Red Punch 8ct .93oz	\$2.49
6111	Purple Berry Punch 8ct .93oz	\$2.49
7001	Protein Bar, Chocolate Peanut Butter 1.42 oz. GF	\$1.89
7002	Swiss Rolls 6ct (K) 12oz	\$5.69
7003	Mrs. Freshley's Oatmeal Creme 12ct (K) 16.2oz	\$5.99
7004	Grandmas Peanut Butter Cookie (K) 2 ct 2.5oz	\$1.79
7005	Famous Amos Chocolate chip 2oz	\$1.49
7006	Duplex Cookie 5 oz (K)	\$1.79
7007	Lemon Creme Cookie 5oz (K)	\$1.79
7008	Peanut Butter Creme Cookie 5oz (K)	\$1.79
7009	Vanilla Creme Cookie 5 oz.(K)	\$1.79
7010	Apple Cinnamon Oatmeal SINGLE (K) 1.23oz	\$0.69
7011	Brown Sugar Oatmeal Single package (K) 1.51oz	\$0.69
7012	Jalapeno Slices (K) 1 oz.	\$0.99
7013	Hot Peanuts (K)1.75 oz	\$0.99
7015	Little Debbie Brownie Box (K)(V) 12.1oz	\$5.99
7016	Cheez-It Crackers 1.5oz(K)	\$0.99
7017	Little Debbie Star Crunch Box (K) 13oz	\$5.99
7020	Jalapeno Cheese Tub 11.5oz	\$5.59
7021	Old Fashioned Squeeze Grape Jelly (V)(V+) 1oz	\$0.49
7022	Cheetos (GF) 2oz	\$1.79
7023	Fritos Original Corn Chips 2oz (GF)(V)	\$1.99
7024	Cheetos Flamin Hot (GF) 1.75oz	\$1.79
7027	Chili Ramen 3 oz.(V+)	\$1.09
7028	Picante Beef Ramen 3 oz.	\$1.09
7029	Beef Ramen 3oz	\$1.09
7030	Ramen Noodles Chicken 3 oz.	\$1.09
7031	Ramen Noodles Cajun Chicken 3 oz.	\$1.09
7032	Old Fashioned Squeeze Peanut Butter single (K) 1oz	\$1.19
7033	Squeeze Cheddar Cheese single 2oz	\$0.99
7034	Squeeze Jalapeno Cheese single 2oz	\$0.99
7035	White Rice 2oz (K)	\$1.59
7036	Frosted Strawberry Toaster Pastry 3.3oz	\$1.79
7039	Lil Dutch Vanilla Wafers 11oz (V)	\$3.59
7043	Tuna In Water 6oz (K)(GF)	\$5.99
7045	Honey Bun Iced (K) 6oz	\$2.59
7046	Chili w/beans pouch 11.25oz	\$3.59
7047	Mixed Nuts 1.75oz (K)	\$1.99
7054	Cupcakes 2pk Chocolate (V) 3.17oz	\$1.79
7056	Graham Cracker 3 ct (K) 14.4oz	\$5.89
7057	Refried Beans, Instant 8oz (K)	\$2.89
7059	Frito Lay Cheetos Cheddar Jalapeno 2 oz.	\$1.99
7060	Hometown Nacho Chips 16oz	\$5.99
7061	Frito Lay Doritos Cool Ranch 1.75oz	\$1.79
7062	Frito Lay Doritos Nacho Cheese 1.75oz	\$1.79
7064	Chili Cheese Corn Chips 2 oz.	\$1.79
7065	Frito Lay Funyuns 1.25 oz. K	\$1.99
7066	Grandmas Chocolate Chip Cookies 2 ct (K) 2.5oz	\$1.79
7068	Andy Capps Hot Fries - Small 3oz	\$2.49
7070	Beef Summer Sausage 5oz	\$5.99
7071	Hot Dill Pickle (K)(GF)	\$2.29
7072	Mild Dill Pickle (K)(GF)	\$2.29
7073	Lays BBQ Potato chips (K) 1.5 oz.	\$1.89
7075	Lays Sour Cream & Onion Chips 1.5 oz (K)	\$1.89
7078	Spicy Meat Twin Pack 1 oz	\$1.69
7079	Oreo Cookie Sleeve 6 ct (K) 2.4oz	\$1.79
7080	Spicy Vegetable Ramen 3 oz.	\$1.09
7082	Jack Links beef stick 1oz	\$2.99
7083	Snyders Hot Buffalo Pieces (K) 2.25 oz.	\$1.79
7084	Jalapeno Pretzel Bites (K) 2.25 oz.	\$1.39
7090	Red Beans and Rice (K) 2oz	\$1.99
7091	Cheese and Cracker (K) 1.38oz	\$0.89
7092	Cup O Noodle Beef 2.25oz	\$1.99
7093	Cup O Noodle Chicken 2.25oz	\$1.99
7095	Spicy Refried Beans 8oz (K)	\$4.19
7096	Chicken Breast Pouch 4.5oz	\$5.49
7102	Americana Mustard PC (K)	\$0.49
7105	Salt Packets 10ct	\$0.89
7106	Hot Sauce Packet 5oz	\$0.19
7107	Mayo Packet (K)	\$0.49
7108	Oatmeal Variety 12.41oz	\$5.99
7109	Pop Tart Brown Sugar 2ct (V) 3.3oz	\$1.79
7113	Takis Chips 3.25oz	\$3.99
7118	Ranch Dressing Packet	\$0.69

Exhibit B- Price List continued

2044	Multi-Vitamin 100 ct.	\$7.89
2045	Bergamot Hair Dressing 4 oz.	\$7.19
2052	Freshmint Sensitive Toothpaste 4.3oz	\$3.19
2054	Max Security 3 in 1 Shampoo, soap, shave 2oz	\$0.89
2055	Toothbrush Short Handled	\$0.19
2056	VO5 3 in 1 shampoo, conditioner, body 15oz	\$2.69
2057	Deodorant packet .12	\$0.39
2061	Personal Care 1% Zinc Dandruff Shampoo 4oz	\$2.59
2062	Freshscent Deodorant Soap 3oz	\$1.39
2064	Deodorant Hypo-Allergenic, No Fragrance 1.5 oz.	\$3.89
2066	Foot Powder 4 oz.	\$3.29
2092	.5oz stick deodorant	\$2.19
2093	1oz bar soap	\$0.49
2100	Irish Spring Soap 3.2oz	\$1.79
2108	Oral Pain Gel .5 oz.	\$3.99
2114	Hair Food, Lusti 4oz	\$3.69
2115	Pomade, Lusti 4oz	\$7.19
2116	Freshmint Toothpaste 4.6oz	\$4.99
2120	Antacid Tablets 2ct	\$0.49
2123	Shampoo Packet .25oz	\$0.59
2124	Conditioner Packet .25oz	\$0.89
2126	Body Lotion PACKET .35oz	\$0.39
2128	Sugar Free cough drops bag 25ct	\$4.19
4000	Envelope #10 (no postage)	\$0.19
4001	Golf Pencil	\$0.19
4003	Eraser Tip	\$0.19
4005	9x12 Envelope (no postage)	\$0.59
4006	Eraser-Block	\$0.29
4007	Stamp, Single	\$0.78
4008	Toothbrush cap	\$0.19
4009	BLUE Flex Pen	\$0.69
4010	Med-First Ibuprofen (generic Advil) 2ct	\$0.09
4011	Med-First Acetaminophen 2ct 500mg	\$0.39
4012	Floss Loops	\$5.19
4013	Stamped Envelope	\$0.85

5038	Hometown Starlite Mints 4.5 oz.	\$1.39
5040	Licorice - Red (K) 4oz	\$1.79
5041	Gummi Bears 5 oz.	\$3.29
5043	SF Jolly Rancher 3.6oz	\$8.99
5045	SF Starlite Mints3.25 oz	\$3.99
5047	SF Butterscotch Disc 3.25oz	\$3.99
5058	SF Cinnamon Candy 3.25oz	\$3.99
5059	SF Fruit Candy 3.25 oz	\$3.99
5061	Good & Plenty candy 6 oz.	\$3.39
5062	Sour Balls 4.5oz	\$1.39
5063	Lifesavers Peppermint .84oz	\$2.39
5066	Sour Patch Kids Candy 2oz	\$2.49
5068	Hot Tamales 4.25 oz. GF	\$2.49
5080	Fruit Snacks 5oz (GF)	\$3.79
6000	Instant Coffee Single Serve (K) .049oz	\$0.49
6001	Sweet Sprinkles Sweet and low 10 ct (K) .35oz	\$0.49
6002	Creamer packets 10pk (K)	\$0.89
6004	Pepsi 20oz	\$2.99
6005	Mountain Dew 20oz	\$2.99
6006	Diet Pepsi 20oz	\$2.99
6007	Starry 20oz	\$2.99
6008	Root Beer	\$2.99
6012	Instant Cocoa Mix Single, No Sugar Added 5.5oz	\$0.99
6013	Vanilla Cappuccino Single Serve (K)(S)(V) .98oz	\$0.69
6021	Kool Aid Cherry 6oz	\$3.79
6026	Instant Coffee DECAF Single Serve (K) .059oz	\$0.49
6027	Instant Cocoa Mix, Single (K) .71oz	\$0.69
6028	Premium Instant Freeze Dried 3oz (K)	\$6.99
6029	Countrytime Lemonade 6oz (K)	\$3.79
6031	Dr. Pepper 20 oz.	\$2.99
6032	Instant Decaf Coffee (K) 3 oz.	\$7.99
6036	Orange Crush 20oz	\$2.99
6059	Tea Bags 100ct (tagless) 6.4oz	\$3.09
6088	SF Iced Tea Packet single (K) .049oz	\$0.39
6089	Sugar Free Lemonade Drink Mix SINGLE (K) .49oz	\$0.19

7120	Trail Mix Original 2oz (K)	\$1.29
7121	Austin's Peanut Butter Cracker (K) 1.38oz	\$1.19
7122	Baker's Harvest Cheese Crackers 9oz	\$0.89
7123	Ruffles Sour Cream & Cheddar 1.5oz	\$1.99
7124	Taco Filling w/Chicken 11.25oz	\$6.79
7128	Brushy Creek Lasagna 11.25 oz	\$4.29
7139	Peanut Butter 18oz	\$6.59
7141	Pork Rinds Hot & Spicy 1 oz.	\$1.99
7142	Lil Dutch Chocolate Chip Cookie 12oz (K)	\$3.89
7144	Sweet Relish pc (K) .31oz	\$0.49
7148	Saltine Crackers Full Box (K)(V)(V+) 16oz	\$4.99
7152	Cheetos Crunchy Flamin Hot 8.5oz	\$5.99
7153	Plain Bagel 4oz	\$1.19
7154	Cream Cheese Packet 2oz	\$1.29
7163	Little Debbie Strawberry Shortcake Rolls 13oz	\$5.99
7166	Chicken of the Sea Clams 3.53oz	\$6.29
7169	Variety Mini Donuts 6ct 3.1oz	\$2.99
7195	Grandma's Choc Fudge Cookies 2ct K 2.5oz	\$1.79
7201	Salted Peanuts 1.5 oz. GF	\$1.19
7206	Moon Pie Chocolate 2.75 oz.	\$1.69
7236	Mackerel 3.53oz	\$2.69
7237	Summer Sausage Hot & Spicy 5oz	\$5.19
7240	Granola Bar Oat & Honey SINGLE (K) 1.49oz	\$1.79
7248	Cup O Noodles Shrimp 2.25oz	\$1.99
7260	Smartfood White Cheddar Popcorn 1oz	\$1.99
7285	Chi Chi Burritos 8ct Tortilla 17oz	\$5.89
7310	Rice Krispy Bar 2.2oz	\$4.49
7313	Snack Crackers 13.7oz	\$5.09
7315	Coyote Valley Butter Popcorn 5oz	\$2.99
7318	Grandma's Oatmeal Raisin Cookies (K) 2 ct. 2.5oz	\$1.79
7411	Sweet and Salty Snack Mix 3.5 oz.	\$1.99
7412	Lay's Salt & Vinegar Potato Chip 1.5 oz.	\$1.89
7701	Prayer Rug	\$5.19
8097	Combo Pretzel Snack 1.8 oz.	\$1.99

Exhibit C Fee Schedule

Cash Bonds

For each cash bond transaction processed, Contractor may assess a service fee equal to 10 percent (10%) of the cash bond amount or 4 dollars, whichever is greater.

\$4 or 10%, whichever is greater

Debit Phone Time Purchase

For each purchase of debit phone time, Contractor may assess a service fee of \$1.00 per transaction. The service fee shall be charged separately from, and shall not reduce, the amount of debit time purchased and credited to the Adult in Custody's (AIC) account.

\$1.00 per transfer

Secure Email/Texting

Contractor may charge \$.50 per message for secure electronic messaging, including secure email and text-based messages, sent or received through Contractor's approved communication system.

\$0.50 per message

paid by the sender

Web Sales (S&H)

Contractor may charge a \$7.95 shipping and handling fee per care package order purchased through Contractor's web based ordering system for delivery to an Adult in Custody.

Fee for Care Pack Purchases. **\$7.95**

EXHIBIT D
Pre-paid Debit Cards

1. GENERAL REQUIREMENTS

Contractor shall provide debit release cards services for Adults in Custody (AICs) released from Marion County Sheriff's Office (MCSO) facilities. Debit release cards shall provide a secure and convenient method for returning eligible funds remaining in an AICs trust fund account at the time of release.

Contractor shall furnish all cards, system, equipment, software, processing services, account services, customer support, and other resources necessary to provide the debit release card program at no cost to County, except as otherwise expressly provided in this Contract.

2. CARD ISSUANCE AND FUNDING

Upon an AICs release, County-authorized personnel shall be able to issue and fund a debit release card with the eligible balance remaining on the AICs trust fund account.

Contractor's system shall allow authorized County personnel to activate and fund debit release cards promptly as part of the release process. Funds transferred to the debit release card shall accurately reflect the full amount authorized by County.

There shall be no fee or charge to either County or the AIC for the issuance, activation, loading, or funding of a debit release card. The full amount authorized by County shall be loaded onto the card without deduction of any issuance, activation, loading, funding, processing or administrative fee.

Contractor shall provide County with an adequate supply of activated debit release cards and shall replenish card inventory as necessary to prevent interruption of release services.

3. ACCESS TO FUNDS

Contractor shall provide AICs with instructions describing how to activate and use the debit release card, access available funds, obtain account balance information, and contact customer services.

Contractor shall provide reasonable methods for the AIC to access the funds placed on the debit release card. Any applicable limitations, conditions, or fees associated with the use of the card shall be clearly disclosed to AIC.

The availability of funds on a debit release card shall not be conditioned upon the AIC purchasing additional products or services from the Contractor or any affiliated entity.

EXHIBIT D
Pre-paid Debit Cards

4. FEES

All fees associated with the debit release card program shall be limited to those specifically identified and authorized under the applicable Fee Schedule of this Contract.

For the first 72-hours following activation of the debit release card, the AIC shall have access to the funds loaded onto the card without assessment of any weekly maintenance fee. No weekly maintenance fee shall accrue, be assessed, or be deducted from the card balance during the initial 72-hours period.

Following the initial 72-hour period, any applicable weekly maintenance or other cardholder fee may be assessed only in accordance with the approved Fee Schedule and applicable cardholder terms and conditions.

5. Customer Service

Contractor shall provide AICs with access to customer service for assistance with card activation, account balances, transactions, lost or stolen cards, disputed transactions, replacement cards, and other card-related matters.

Contractor shall be responsible for responding to and resolving debit release card inquiries and disputes after issuance of the card, except for matters requiring verification or action by County regarding the amount originally authorized for release.

6. REPORTING AND RECONCILIATION

Contractor shall maintain accurate records of debit release cards issued and funded through the AIC trust fund system and shall provided County access to information necessary to reconcile release transactions.

At a minimum, records shall identify the date of issuance, amount funded, transaction or card identifier, and funding status.

Contractor shall cooperate with County in researching and resolving discrepancies between amounts authorized by County and amounts loaded onto debit release cards.



MARION COUNTY SHERIFF'S OFFICE

NICK HUNTER, SHERIFF

ATTACHMENT A

PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Jail (MCJ) and The Marion County Transition Center (MCTC) is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. We want to make sure you understand the rules of each facility and how to report a problem, or issue in the unlikely event something happens while you are here.

Important Rules to Know: No one is ever allowed to engage in sexual misconduct.

- Sexual misconduct includes any kind of sexual contact, regardless of whether the other party agreed to the contact or not.
- This also includes sexual harassment: saying sexual things, saying things about someone's body, talking about whom someone likes to date, or making offensive gestures or comments.

We prohibit employees and other adults in the facility from doing any of these things at all times. We also maintain appropriate boundaries here. Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an offender or offenders. There is no such thing as **consent** to sexual activity in a correctional setting.

We also prohibit employees, contractors, and volunteers from sharing personal details, such as their personal contact information, except in order to carry out their professional responsibilities. Similarly, employees, volunteers, and contractors are prohibited from making contact with offenders outside of each facility through any means (e.g., in person meetings, texting, or on social media), except in order to carry out their professional responsibilities.

How We Keep Everyone Safe: At the Marion County Sheriff's Office, we do a number of things to keep everyone safe, including:

- Educating offenders about their right to be free from sexual misconduct
- Conducting background checks of the individuals, we hire.
- Training employees on our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of offenders at MCJ and MCTC
- Offering a number of ways offenders and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and supports to offenders who allege they have been sexually abused.
- Protecting employees and offenders from retaliation for reporting problems or helping with an investigation

Marion County Courthouse • 100 High Street NE / PO Box 14500, Salem, OR 97309

503.588.5094 • 503.588.7931 (fax) • www.co.marion.or.us/so

"To whom much is entrusted, much is expected."

What to Do If You See or Suspect Sexual Misconduct, or if an Offender Reports a Problem to You: Although we do a number of things to keep everyone safe, we want you to know what to do if you see something that looks like a problem or if an offender reports a problem to you.

- If you see or suspect an incident of sexual misconduct, you must report it immediately by contacting a deputy or non-sworn employee.
- If an offender discloses something that suggests an incident of sexual misconduct has occurred, stay calm, listen to what they are saying, take the report seriously, and convey a message of support (e.g., “I’m glad you were strong enough to come to me”). Let the offender know you are going to report the incident to make sure someone investigates and makes sure they are safe. Inform them you will not share his or her report beyond those who need to know to fix the problem.
- If an offender wants to tell you something but asks you not repeat what they are going to tell you, let them know about your limits of confidentiality. This includes whether you have to report certain behaviors by law once you have knowledge or reasonable suspicion that a crime is being or has been committed.
- For example, you might say, “I am glad you came to me and I can understand why you would not want me to tell anyone. If it is about someone hurting, harassing, or threatening you I am required to report it. I respect your decision if you do not want to tell me as a result. But if you tell me, I can work with you to get help.”

Questions: If you have questions pertaining to your PREA responsibilities or other facility rules, or your responsibilities while you are here, you may contact us by calling the Marion County Jail’s Administrative section at (503)-581-1183.

Acknowledgement: By signing this form, you acknowledge that you have received, read, and understand your responsibilities regarding to The Marion County Sheriff’s Office Jail and Transition Center’s sexual misconduct prevention, detection, and response policies and procedures.

Signature: _____ **Date:** _____

Printed Name: _____