

Contract Review Sheet

Contract for Services

SO-7041-26

Title: Unarmed Security Services for Boarder Program

Contractor's Name: DPI Security, Inc.

Department: Sheriff's Office

Contact: Kristy Witherell

Analyst: Sandra Fixsen

Phone #: (503) 373-4402

Term - Date From: upon signature

Expires: April 30, 2029

Original Contract Amount: \$ 365,937.30

Previous Amendments Amount: _____

Current Amendment: \$ -

New Contract Total: \$ 365,937.30

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGA Grants QRFs)

8349

Description of Services or Grant Award

DPI Security, Inc shall provide unarmed security services for the Boarder Program located at the Transition Center. County will pay vendor \$121,979.10 a year and \$365,937.30 total for completing all Services required under this Contract.

Contractor is a certified Oregon Forward contractor pursuant to ORS 279.850, and County is using the Cooperative Procurement from the State of Oregon, Department of Administrative Services Price Agreement # PO-10700-00033258/8349, dated February 17, 2026.

Desired BOC Session Date: 4/29/2026

Contract should be in DocuSign by: 4/8/2026

Agenda Planning Date: 4/16/2026

Printed packets due in Finance: 4/14/2026

Management Update: 4/14/2026

BOC upload / Board Session email: 4/15/2026

BOC Session Presenter(s) Commander Mike Hartford

Code: Y

REQUIRED APPROVALS



04/06/2026



04/06/2026

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, April 29, 2026

Department: Sheriff's Office

Title: Contract for Services with DPI Security, Inc.

Management Update/Work Session Date: Tuesday, April 14, 2026 Audio/Visual aids

Time Required: 5 minutes Contact: Kristy Witherell Phone: x4402

Requested Action:
Staff is requesting consideration of approval for the Contract for Services with DPI Security, Inc. in the amount of \$365,937.30 to provide security services for the boarder program at the Transition Center through April 30, 2029.

Issue, Description & Background:
DPI Security, Inc. will provide security services for the Transition Center's boarder program. Responsibilities include checking in participants, conducting regular headcounts, monitoring rule compliance, and performing dorm walk throughs. Additionally, staff will ensure all participants exit the facility by shift-end and perform other duties as assigned. This contract is for three years with options to renew for an additional two years.

Financial Impacts:
Contractor rate is \$33.09 per hour for regular hours and \$46.43 per hour for recognized holidays. Yearly rate shall not be in excess of \$121,979.10 a year and \$365,937.30 total for completing all Services required under this Contract.

Impacts to Department & External Agencies:
N/A

List of attachments:
Contract, State Price Agreement, PREA form

Presenter:
Commander Mike Hartford

Department Head Signature:

**MARION COUNTY
CONTRACT FOR SERVICES
SO-7041-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and DPI Security, Inc., a Nonprofit organization hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279.850 and MCPCR 50-0010(1)(b) and is a direct award.

WHEREAS, Contractor is a certified Oregon Forward Contractor providing employment for individuals with disabilities through a nonprofit partnership and has entered into an agreement with the State of Oregon, Department of Administrative Services.

WHEREAS, County is using the Cooperative Procurement from the State of Oregon, Department of Administrative Services Price Agreement # PO-10700-00033258/8349, dated February 17, 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 **April 30, 2029**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond April 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. Attachment A – PREA Acknowledgement Form

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$365,937.30**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in 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 replacement Services.

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 expenditures 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 to repay for prior contract period excess payments and un-recovered advanced 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 three (3) 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. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

- B. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

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.

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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 itself, by agreement with another contractor, or by a 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.

24. 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

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.

25. 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:

DPI Security, Inc.
Attn: Bill Traughber
4950 NE MLK Jr Blvd
Portland, OR, 97211
btraughber@dpisecurity.com

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

26. 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.

27. 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.

28. 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.

29. 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 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.

30. 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:  04/06/2026
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature:  04/06/2026
Marion County Contracts & Procurement Date

DPI SECURITY, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

Marion County Community Corrections operates an overnight boarder program at the Marion County Transition Center located at 3950 Aumsville Hwy SE, Salem, Oregon, to provide structured, temporary housing for supervised individuals who lack suitable alternatives, supporting community safety and stability. County is transitioning overnight supervision of boarders from sworn personnel to a contracted unarmed private security provider. Contractor will provide facility monitoring, access control, documentation, and emergency notification services consistent with applicable private security authority.

County acknowledges that services provided under this contract constitute unarmed facility monitoring services only. Contractor personnel are not sworn deputies and do not provide correctional or enforcement services. Contractor is not responsible for physically controlling violent individuals beyond reasonable self-defense.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor shall provide unarmed security services at the Transition Center.

i. Unarmed security services at the Transition Center shall include but will not be limited to the following:

ii. Purpose of Services:

- a. Security services are to be provided in accordance with all applicable federal, state, and local laws. Services to be performed in a timely manner in accordance with accepted industry standards applicable to the Security industry.
- b. Services are limited to overnight access control, safety monitoring, facility oversight, and documentation for up to fifteen (15) adult male boarders placed at the facility by Marion County Community Corrections.
- c. Boarders are not in custody.
- d. Security Officer's role is observational and preventative in nature and does not include law enforcement authority or correctional supervision authority.

iii. Staffing Schedule:

a. Contractor shall assign one Oregon-certified Facility Entrance Screening Security Officer to provide facility entrance screening services for a ten-hour overnight shift, seven days per week.

- (1) Shift schedules are from 2000 hours to 0600 hours, or 2100 hours to 0700 hours; or any other begin and end times as designated by County.

- (2) No shift shall be left unstaffed. Contractor shall provide supervisory support and replacement personnel as necessary.

iv. Background Requirements:

- a. Contractor shall conduct a background investigation of all employees to be utilized in the performance of the contract.
- b. Contractor shall establish verification by requiring that a prospective employee, as a condition of employment, apply for and receive a criminal history check from the Oregon State Police (OSP).
- c. Contractor shall submit a list of qualified Security Officers to County that includes name, address, and date of birth seven days prior to placement of personnel. All replacement personnel will be subject to the same criteria. Marion County reserves the right to conduct its background investigation.
- d. Contractor shall ensure that prospective employee meet or exceed the minimum background investigation requirements. Minimum background investigation to include, but not limited to Felony Convictions, Misdemeanor Convictions, Illegal Conduct, Mental Health Disorders, and Prior Work History.
- e. No Security Officer's will assume duties unless they have been in a nonworking status for a minimum of eight hours prior to reporting for duty. No Security Officer will be authorized to leave their station during their shift except for those specific periods to take breaks, lunch, or rotate station duty.

v. Personnel Standards and Conduct:

- a. Contractor shall ensure that all Security Officers assigned under this contract are properly licensed and qualified to perform the required services:
 - (1) Report to duty in clean, identifiable uniforms.
 - (2) Maintain professional appearance, hygiene, and grooming standards consistent with industry norms.
 - (3) Conduct themselves in a professional and courteous manner at all times.
 - (4) Not use or possess alcohol, illegal drugs, marijuana, or tobacco products while on duty or on County property.
 - (5) County reserves the right requiring removal and replacement of any officer whose conduct, appearance, or performance is deemed inappropriate or unsatisfactory.

vi. Contractor Training and Orientation:

- a. Contractor shall ensure each Security Officer completes site-specific orientation provided or approved by County.
- b. Orientation shall include at minimum, review of Boarder Program rules and expectations:

- (1) Access control procedures.
 - (2) Emergency response protocols.
 - (3) De-escalation expectations.
 - (4) Prison Rape Elimination Act (PREA) awareness requirements.
 - (5) Communication and reporting standards.
 - (6) Walk-away procedures.
 - (7) Authority limitations applicable to private security personnel.
- c. County reserves the right to require supplemental training, retraining, or removal of personnel who fail to adhere to site procedures or performance expectations.
- vii. Authority Limitations:
- a. Security Officers are not peace officers:
 - (1) Have no probation or parole enforcement authority.
 - (2) Shall not detain individuals.
 - (3) Shall not conduct criminal investigations.
 - (4) Shall not impose sanctions related to supervision conditions.
 - (5) Shall not perform custodial searches.
 - b. Security Officers may only exercise authority consistent with Oregon private security law and general citizen authority.
 - c. All criminal matters shall be referred to law enforcement.
- viii. Communications and Emergency Response:
- a. Security Officers shall have telephone access to Jail Central Control, and 911 emergency services.
 - b. In the event of a physical altercation, weapons possession, medical emergency, fire, significant disturbance, or threat to life or safety, Security Officer shall Immediately call 911:
 - (1) Move to a safe position.
 - (2) Notify Jail Central Control by telephone.
 - (3) Maintain observation if safe to do so.
 - (4) Notify the designated County contact as identified in section 1.D – Key Persons.

- (5) Complete written incident documentation.
- c. Security Officers shall not intervene in violent situations beyond reasonable self-defense.
- ix. Access Control and Check-In:
 - a. The Security Officer shall maintain secured exterior doors:
 - (1) Verify boarder identity through intercom or direct contact.
 - (2) Confirm boarder against County-provided roster.
 - (3) Permit entry only during the designated check-in window.
 - (4) Assign lockers and padlocks.
 - (5) Request voluntary consent for a limited pat-down search for weapons prior to entry.
 - (6) Assign bunk assignments, bedding and a towel to new boarders.
 - b. If a boarder refuses consent to search, entrance into the dorm will be denied and the Security Officer will direct them to leave the premises, notify the designated County contact, and document the incident.
 - c. If a boarder arrives outside the authorized check-in window, the Security Officer may deny entry, will notify the designated County contact, and document the incident.
 - d. Security Officers shall not conduct invasive or non-consensual searches.
- x. Monitoring and Supervision Duties:
 - a. During the shift, the Security Officer shall Conduct a headcount at the close of the check-in window:
 - (1) Conduct a mid-shift headcount.
 - (2) Conduct documented hourly walkthroughs of dorm areas.
 - (3) Monitor compliance with facility rules.
 - (4) Enforce no-visitation and restricted-area policies.
 - (5) Assign and monitor routine cleaning responsibilities.
 - (6) Ensure all boarders exit the facility by the end of the shift.
 - (7) Write an incident report for all rule violations.
 - b. Security Officers may issue verbal directives and may direct a boarder to leave the premises for immediate safety concerns. Security Officers shall document the directive and notify the designated County contact.

- c. Security Officers shall not physically restrain a boarder absent lawful grounds for self-defense.
 - xi. Walk-Away Procedures:
 - a. If a boarder voluntarily leaves the facility after they have checked in for the evening, the Security Officer shall not pursue or restrain the individual:
 - (1) Document the departure.
 - (2) Notify the designated County contact.
 - (3) Contact 911 only if criminal conduct is observed.
 - xii. Medical Situations:
 - a. For non-emergency medical issues, the Security Officer shall encourage boarders to seek outside care after departure, document the incident and notify the County contact.
 - b. For medical emergencies, the Security Officer shall call 911 and notify Jail Central Control and the designated County contact.
 - c. Security Officers shall not transport boarders.
 - xiii. Documentation:
 - a. Contractor shall maintain and provide to the County a nightly check-in roster:
 - (1) Headcount logs.
 - (2) Hourly walkthrough logs.
 - (3) Incident reports.
 - (4) Walk-away reports.
 - b. All written documentation shall be submitted to County by the end of each shift unless otherwise directed.
- 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, and agents.
- 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.

- i. The Marion County Sheriff's Office is committed to complying with all the requirements of PREA. To protect AICs from sexual abuse and to ensure they get the help they need if they are victimized, PREA requires all contractors and volunteers to receive specialized training on how to recognize the warning signs and how to report a case.
 - a. Contractors, employees, and volunteers that interact with AICs shall:
 - (1) View the PREA Contractor Training Presentation at the following link:
https://prezi.com/0ebedyz1xjy_/?token=f3d32de2c5ff329ee9f60b63ab34e41e8ac49b72cffc282f4c4e1d9ea58c3af&utm_campaign=share&utm_medium=copy
 - (2) Acknowledge the review and receipt of PREA Volunteer and Contractor Information Acknowledgement Form by signing, dating, and returning the form in Attachment A. Signed acknowledgement forms shall be returned by email to SO-Contracts@co.marion.or.us.
 - ii. County shall provide one parking space for officer on duty at no cost to officer or Contractor, to be used only during the scheduled shift.
 - iii. County shall provide restroom facility and office space during the scheduled shift for officer on duty to store equipment, charge cell phone, and get out of inclement weather and excessive heat.
- 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:

For Contractor:
 DPI Security, Inc.
 Attn: Bill Traugher
 4950 NE MLK Jr Blvd
 Portland, OR 97211
 Phone: (503) 331-3816
 Email: btraugher@dpisecurity.com

For County:
 Primary Contact: Sergeant Heath Nelson
 Cell: (503) 932-1775
HNelson@co.marion.or.us
 Secondary Contact:
 Duty Officer
 Cell: (503) 302-5244

Jail Central Control:
 Phone: (503) 540-8099

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

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$365,937.30**.

A. METHOD OF PAYMENT FOR SERVICES:

County shall pay Contractor \$33.09 per hour for regular hours and \$46.43 per hour for recognized holidays, up to but not in excess of \$121,979.10 a year and \$365,937.30 total for completing all Services required under this Contract.

i. Recognized Holidays (billed at Holiday rate):

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. Memorial Day
- d. Juneteenth
- e. Independence Day (Fourth of July)
- f. Labor Day
- g. Thanksgiving Day
- h. Day After Thanksgiving
- i. Christmas Day

B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services.

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

D. 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.

E. 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
SO-Contracts@co.marion.or.us

Attachment A

PREA Volunteer and Contractor Information Acknowledgement Form

Our goal at The Marion County Sheriff's Office is to keep everyone safe. Part of achieving that goal is making sure everyone understands how to prevent, detect, and respond to sexual misconduct. All Contractors, Volunteers and Employees must understand PREA (Prison Rape Elimination Act) rules and how to report a problem, or issue in the unlikely event misconduct is witnessed or reported by a victim.

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.

Employees, contractors, and volunteers are prohibited from having any kind of romantic relationship with an adult in custody. There is no such thing as consent to sexual activity in a correctional setting.

Employees, contractors, and volunteers are prohibited 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 contacting AIC 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 adults in custody about their right to be free from sexual misconduct.
- Conduct background checks of the individuals we hire.
- Training employees, volunteers and contractors in our policies on preventing, detecting, and responding to sexual misconduct.
- Maintaining appropriate supervision of adults in custody.
- Offering a number of ways adults in custody and others can report problems at each facility.
- Fully investigating all allegations of sexual misconduct.
- Providing services and support to adults in custody who allege they have been sexually abused.

- Protecting employees and adults in custody from retaliation for reporting problems or helping with an investigation.

What to Do If Sexual Misconduct is suspected, witnessed, or reported:

- If an incident of sexual misconduct is witnessed or suspected, you must report it immediately by contacting a deputy or non-sworn employee.
- If an adult in custody 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 adults in custody know the incident will be reported and an investigation will be conducted to make sure they are safe. Inform them the information will not be shared beyond those who need to know to fix the problem.
- If an adult in custody wants to share an incident and asks that it not be repeated, let them know about your limits of confidentiality. This includes reporting 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 The Marion County Sheriff's Office sexual misconduct prevention, detection, and response policies and procedures.

Printed Name: _____
Signature: _____ Date: _____