



Benchmark Government Solutions

Inmate Commissary Agreement

This Inmate Commissary Agreement is made and entered into as of the _____ day of _____, 2025, ("Effective Date") by and between Benchmark Government Solutions, L.L.C., ("BENCHMARK") and Muskogee County Sheriff's Office ("Client") collectively referred to as "The Parties".

Client agrees to the weekly services and terms from BENCHMARK as agreed upon in this agreement from week starting with the _____ ("Service Start Date") until the week ending with the _____ ("Service End Date" term of which shall be considered "Service Period".

RECITALS

A. BENCHMARK is in the business of providing outsourced inmate commissary to governmental and correctional institutions.

B. Client desires to retain BENCHMARK's services and BENCHMARK desires to furnish an inmate commissary solution to Client.

NOW, THEREFORE, for good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged, BENCHMARK and Client hereby agree as follows:

1. Appointment.

1.1. Grant of Rights. Client grants unto Benchmark, as an independent contractor, the exclusive right to sell commissary products to inmates, including Savory Eats and Sweet Treats, in the following described facility(s): Muskogee County Detention Center.

1.1.1. BENCHMARK will purchase and maintain mutually agreed upon items in sufficient quantities for the sale of food products, beverages, personal hygiene, tobacco products, and other such articles and will keep the inventory adequately serviced and supplied with appropriate merchandise in good quality. BENCHMARK warrants that attached price list is subject to ordinary price increases that might, from time to time, be necessary due to market factors beyond the control of BENCHMARK, during the term of this contract.

1.1.2. BENCHMARK will maintain and keep on file all records of Client's sales for a period of 2 years from the date Agreement ends. BENCHMARK will give Client or Client's authorized agent the opportunity to inspect such records which are directly relevant to Client's purchases. The cost of such audit or inspection will be at the expense of Client. The examination of kept records shall be conducted at BENCHMARK's location where records will be maintained.

1.1.3. The delivery of commissary orders by BENCHMARK will be on a mutually agreed upon day of each week unless notified by Benchmark of a different delivery date (i.e. holidays, etc). Benchmark kitchen staff will be responsible for passing out commissary orders to the facility's inmates.

1.1.4. BENCHMARK will provide Client with an Inmate Commissary/Accounting Software at no cost.

1.1.5. BENCHMARK will provide Client with technical training as deemed reasonable and necessary by BENCHMARK upon start-up of commissary operations. Client will be given thorough training on the operating procedures of the BENCHMARK Software.

2. Software & Maintenance

2.1. Client Scope of Maintenance. During the term of this Agreement, BENCHMARK agrees to provide Client standard maintenance, custom enhancements, and on-site support services, as set forth in Sections 2.2 & 2.3.

2.2. Standard Maintenance Service. During the term of this Agreement BENCHMARK, through its partners, will provide Client the following standard maintenance services for the software.

- 2.2.1 Corrections of substantial defects in the Software so that the software will operate as describe in the user manuals.
- 2.2.2 Periodic updates of the software that may incorporate (A) corrections of any substantial defects, (B) fixes of any minor bugs, and (C) at the sole discretion of BENCHMARK enhancements to the software.
- 2.2.3 Telephone support will be available 24 hours a day, including federal holidays, to assist Client with support.
- 2.3. Services not included. Standard Maintenance Services do not include:
 - 2.3.1 Custom programming services.
 - 2.3.2 On-site support unless agreed to by Benchmark.
 - 2.3.3 Additional Training, other than training specified in section 1.1.5.
 - 2.3.4 Hardware trouble-shooting services relating to hardware problems unless said hardware and supplies are provided by BENCHMARK.
 - 2.3.5 Monthly balancing of checkbook
- 2.4. Charges for Trouble-Shooting. In the event that BENCHMARK is requested to provide services, and BENCHMARK determines that the request for assistance does not qualify as standard maintenance services but is instead a trouble shooting service as set forth in section 2.3. above, BENCHMARK shall promptly notify client of this determination. So long as BENCHMARK promptly notifies client of its determination the requested service is actually trouble shooting services under section 2.3. BENCHMARK may recover up to 10 hours of trouble shooting services provided prior notification is given to Client, at a rate of \$100 per hour. BENCHMARK may provide trouble-shooting services, as agreed to in a written addendum to this Agreement, signed by both parties, that specifies the trouble shooting services to be provided by BENCHMARK and the fee for said services.
- 2.5. Custom Programming Services. BENCHMARK, through its partners will provide custom programming services to Client, as agreed upon in a written addendum to this Agreement, signed by both parties, that specifies the custom programming services to be provided and the fee for the services. Custom programming services shall include but are not limited to development of custom computer programs and installation, training, and maintenance with respect to such computer programs.
- 2.6. On-Site Support. BENCHMARK, upon receipt of a written request from Client, will provide client with on-site support at a mutually agreed time. Client agrees to pay BENCHMARK all costs associated with the provisions of on-site support, including charges for BENCHMARK's personnel, charges for travel, lodging and miscellaneous expenses.
- 3. Payments/Commissions.
 - 3.1. BENCHMARK agrees to provide commissions set at 40% of adjusted gross sales to the Client. Commissions will not be paid on sales tax, cost of goods, postage stamps or stamped envelopes. Commissions will not be paid on any item client wishes to sell at or near cost. Commissions will not be paid on pre-paid calling cards. Calling card commissions will be the responsibility of the clients' inmate phone provider. BENCHMARK. Commissions paid to Client shall be paid monthly and shall be delivered to Client by the 15th day of the month following the month in which related services were made if client has remitted and paid all invoices due to BENCHMARK.
 - 3.2. Taxes. Benchmark agrees to collect and pay all taxes, fees, and other assessments levied by federal, state, local and other governments related to the sales and profits under this Agreement, including e-cigs, Savory Eats and Sweet Treats.
 - 3.3. Payments. Client agrees to reimburse BENCHMARK for its invoices on a monthly basis. All Invoices are past due after 30 days.
 - 3.4. Interest. If client fails to pay any portion when due, Client shall pay BENCHMARK interest on the unpaid amount at the rate of (10%) per annum, or at the highest rate of interest allowed by law, whichever is higher, and BENCHMARK shall be entitled to terminate delivery of commissary until payment is received.

4. Terms/Termination

- 4.1. This Agreement begins on the date of the final signature and will remain in effect for one (1) year until _____. This Agreement renews automatically for successive (1) year terms, unless either party notifies the other party in writing, at least (60) days before the end of the Agreement, of its decision not to renew.
- 4.2. Early Termination Relief. It is understood and acknowledged that BENCHMARK has invested significant resources for the startup, training, installation of equipment, and equipment purchases associated with BENCHMARK being able to meet their obligations under this Agreement. If Client decides to cancel this Agreement for any reason before the original completion date of the Agreement has expired BENCHMARK will be compensated accordingly for any remaining time not completed under this Agreement.
- 4.3. The total cost associated with this Agreement is \$0.00 for the initial year of the agreement.
- 4.4. This amount will be divided out monthly for the term of this Agreement specifically, 0 months. Monthly depreciation of this cost is set at \$0.00 per month.
- 4.5. Should Client terminate Agreement before Agreement has ended BENCHMARK is entitled to the full remaining amount that has not been depreciated.

5. Hold Harmless/Indemnity

- 5.1. BENCHMARK shall indemnify Client against any loss, damage, injury or death caused by BENCHMARK's negligent acts or omissions or the negligent acts or omissions of BENCHMARK's agents or employees, or losses, damages, injuries or death caused by BENCHMARK's negligence and arising out of the consumption or use of the products sold; provided, however, that nothing contained herein shall require BENCHMARK to defend or indemnify Client for losses, damages, injuries or death arising out of the negligence of Client, its agents or employees.
- 5.2. BENCHMARK's obligation to hold the Client harmless pursuant to the Agreement shall be dependent upon Client promptly notifying BENCHMARK in writing of any such claims or lawsuits against either BENCHMARK or Client, but in no event not later than thirty (30) days after the date the Client first received notice of such claim or lawsuit, and, forwarded to BENCHMARK the summons, complaint and all other documents which relate to said claim or lawsuit no later than thirty (30) days after the date the Client was served with such documents. Failure of Client to notify BENCHMARK of any such claim or lawsuit within said thirty (30) day period shall relieve BENCHMARK of any and all responsibility and liability under the Agreement to indemnify and hold Client harmless.

6. Relationship of Parties

- 6.1. It is mutually understood and agreed, BENCHMARK nor Client are authorized to oblige the other party or act in the name of the other party other than as stated in this Agreement and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; the employees of BENCHMARK are not nor shall they be deemed to be employees of Client; and that employees of Client are not nor shall they be deemed to be employees of BENCHMARK.

7. Assignment of Rights

- 7.1. All software installed by BENCHMARK pursuant to this Agreement is proprietary and copyrighted by its technology partners. Client shall have no property interest in said software and technology and shall at all times protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, without the express written consent of BENCHMARK and its technology partners. Client may not (1) copy (other than for back-up purposes), distribute, rent, lease or sublicense all or any portion of the Software Product; (2) Modify or prepare derivative works of the software product; (3) Use the software product in a computer-based services business or publicly display visual output of the Software product; (4) transmit the software product over a network, by telephone, or electronically using any means; or (5) reverse engineer, decompile or disassemble the software product. Client agrees to keep confidential and use Client's best efforts to prevent and protect the contents of the software product from unauthorized disclosure or use.
- 7.2. All hardware installed by BENCHMARK shall remain the property of BENCHMARK.
- 7.3. All maintenance, repair or replacement of hardware shall be the responsibility of BENCHMARK.

8. MISCELLANEOUS

8.1. Assignment. Neither BENCHMARK nor Client may assign or transfer this Agreement or any part thereof, without the written consent of the other party.

8.2. Notices. All notices under this Agreement are to be sent by registered mail to the address below or to any address as the party may designate:

Benchmark Government Solutions
8209 N. Western Ave.
Oklahoma City, OK 73120

Client:
Muskogee County Sheriff's Office
220 State Street
Muskogee, OK 74401

8.3. Amendment. This Agreement and the exhibits set forth constitute the entire understandings of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings and negotiations with respect to the subject matter hereof. Any amendment to this Agreement must be in writing and signed by both parties.

8.4. Governing Law. This Agreement is to be construed in accordance with the laws of the State of Oklahoma.

8.5. Waiver. Failure by either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions and shall in no way affect such party's right to later enforce such provisions.

8.6. Severability. If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect the balance of this Agreement.

8.7. Limitations. No action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than two years after the cause of action arises.

8.8. Unclaimed Inmate Funds Remaining From Previous Provider Programs: As part of the transition process, Benchmark will work with the Muskogee County Sheriff's Department to assess and remedy unclaimed balances remaining from previous Inmate Trust Fund accounts. These assessments and remedies will be within the guidelines set by Kansas Statute regarding Inmate Trust Fund accounting.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written. The parties hereto have authorization to act on behalf of their respective entity, thus making each entity responsible for fulfillment of the agreement should the signer be removed from or resign from Client or BENCHMARK.

BENCHMARK GOVERNMENT SOLUTIONS, LLC.

MUSKOGEE COUNTY


Signature

Matt Jackson
Print Name

Partner 05/28/2025
Title Date

Signature

Print Name

Title 23rd day of June 2025

Chairman

Member

Member

Attest

Initial County Clerk

