

# ORIGINAL

## AGREEMENT FOR SERVICES #875-S0911 AMENDMENT I

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This Amendment I to that Agreement for Services #875-S0911, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Keefe Commissary Network, L. L. C., an affiliate of The Keefe Group, a Missouri Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1260 Andes Blvd., St. Louis, MO 63132; and whose local place of business is 55-101 Vista Blvd., Sparks, NV 89434; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to supply food and other related products to the inmate commissary department for the El Dorado County Jail Facilities in Placerville and South Lake Tahoe, in accordance with Agreement for Services #875-S0911, dated September 15, 2009, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend the language of said Agreement, hereby amending **Section 6. MENU**; and

**WHEREAS**, the parties hereto have mutually agreed to amend the **Notices to Parties and County Officer or employee with responsibility for administering the Agreement**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #875-S0911 shall be amended a First time as follows:

#### **6. MENU:**

All products offered to inmates must be approved by the Contract Administrator and Keefe. Inmates will be responsible to verify the accuracy of their order upon receipt.

#### **Notice to Parties:**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
SHERIFF'S OFFICE  
300 FAIR LANE  
PLACERVILLE, CA 95667  
ATTENTION: Lt. LeDoux  
or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

Keefe Commissary Network LLC  
55-101 Vista Blvd.  
Sparks NV 89434  
ATTENTION: Kristine Johnson/Dennis Dempsey

The County Officer or employee with responsibility for administering this Agreement is Terry LeDoux, Lieutenant, Sheriff's Office, or successor.

Except as herein amended, all other parts and sections of that Agreement #875-S0911 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 1-7-10  
Terry LeDoux, Lieutenant  
Sheriff's Office

**Requesting Department Head Concurrence:**

By:  Dated: 1-7-10  
Fred Kollar, Sheriff

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #875-S0911 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

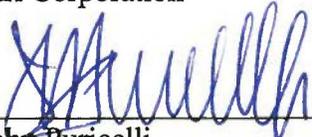
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

Keefe Commissary Network, L. L. C.,  
An affiliate of The Keefe Group,  
A Missouri Corporation

By:  \_\_\_\_\_  
John Puricelli  
Executive Vice President, General Manager

Dated: 1/14/10

**ORIGINAL**

**KEEFE COMMISSARY NETWORK AGREEMENT #875-S0911**

This Agreement made and entered into as of this 30 day of April, 2009, by and between KEEFE COMMISSARY NETWORK, L.L.C. an affiliate of THE KEEFE GROUP, ("KEEFE"), a Missouri Corporation duly qualified to conduct business in the State of California, whose principal place of business is: 1260 Andes Blvd., St. Louis, MO 63132 and whose local place of business is: 55-101 Vista Blvd., Sparks, NV 89434 and El Dorado County Jail a Correctional EL DORADO COUNTY JAIL in the State of California, ("INSTITUTION").

Whereas, KEEFE is in the business of supplying food and other related products to inmate commissary departments of correctional facilities throughout the United States, including EL DORADO COUNTY JAIL; and,

Whereas, the parties wish to enter into a Commissary Agreement to facilitate the ordering of commissary supplies by inmates and the payment thereof, now, therefore, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

**1. OPERATION OF COMMISSARY BY EL DORADO COUNTY JAIL**

EL DORADO COUNTY JAIL agrees that during the term of this Agreement, it will, at its expense, provide personnel to operate the computer equipment, account for inmate welfare funds, and deliver the completed orders to the individual inmates.

**2. OPERATION OF COMMISSARY BY KEEFE**

KEEFE agrees that on an as needed basis, it will download all inmate orders for

commissary items. KEEFE will bag, box, and ship such commissary items to the EL DORADO COUNTY JAIL for distribution to the inmates and will bill the EL DORADO COUNTY JAIL monthly or more frequently for all such purchases. In addition, KEEFE will keep the computer equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

### 3. HARDWARE

During the term of this agreement, KEEFE shall supply EL DORADO COUNTY JAIL with such computer equipment and software as listed in Exhibit A. In the event that EL DORADO COUNTY JAIL elects to terminate the Agreement, EL DORADO COUNTY JAIL will promptly return all equipment and software to KEEFE. KEEFE hereby grants to EL DORADO COUNTY JAIL a royalty free license to use the KEEFE Commissary Network software. EL DORADO COUNTY JAIL acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this agreement without specific written permission of an Officer of KEEFE.

### 4. PAYMENT

KEEFE will invoice EL DORADO COUNTY JAIL for all commissary items purchased. EL DORADO COUNTY JAIL will pay such invoices in accordance with KEEFE'S standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

*The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.*

*Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.*

*In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.*

**5. SERVICE FEE**

EL DORADO COUNTY JAIL will be paid a service fee for the services to be provided by it hereunder equal to 25% of adjusted gross sales. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by KEEFE and EL DORADO COUNTY JAIL listed on Exhibit B to this Agreement. In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from EL DORADO COUNTY JAIL, the service fee paid to EL DORADO COUNTY JAIL shall be reduced accordingly by KEEFE after negotiation with EL DORADO COUNTY JAIL.

**6. MENU**

Product pricing will be in accordance with Exhibit "C" marked "Price List" and will be updated at least yearly or at a minimum ~~on the contract anniversary date with prior~~ approval of El Dorado County Jail. Keefe and the El Dorado County Jail may mutually agree to substitute, add or delete any products when necessary. These mutually agreed upon substitutions, additions and/or deletions and the pricing for these items will be in writing via email or fax.

7. FRIENDS AND FAMILY INMATE ORDERING SITE

Keefe Commissary will maintain a customized website specifically designed for El Dorado County allowing friends and family of inmates to order products to be delivered to El Dorado County inmates. Keefe and El Dorado County will work to agree on pricing of these items and selection no less than annually. This additional service will be provided at no additional cost to the County and will be an exclusive agreement where Keefe will be the sole provider of this program. EL DORADO COUNTY JAIL will be paid a service fee services for this additional service to be provided by it hereunder equal to 20% of adjusted gross sales. KCN will charge the friends and family a (non-commissionable) handling charge for this service.

8. TERM & TERMINATION

This Agreement shall continue in effect for a period of five years (the base term) from the date hereof. The Agreement will automatically renew for successive one year terms thereafter, unless either party to this Agreement shall give notice in writing to the other party on or prior to 30 days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement.

- A. ***Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.***

***Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or***

*the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.*

- B. *Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.***
- C. *Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.***
- D. *Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.***

#### **9. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California.

Contractor shall be licensed to conduct business in the State of California.

***Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.***

#### **10. ENTIRE AGREEMENT-WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of delivery services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of

KEEFE and EL DORADO COUNTY JAIL. This Agreement supersedes all other agreements between the parties for the provision of Commissary Delivery Services.

**11. INDEMNIFICATION**

The parties shall indemnify each other against any loss, damage, injury, or death caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided; however, nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

*Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:*

**COUNTY OF EL DORADO  
SHERIFF'S OFFICE  
1319 BROADWAY  
PLACERVILLE, CA 95667  
ATTENTION: MARY PIERCE  
or to such other location as the County directs.**

*With a carbon copy to:*

**COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT**

*Notices to Contractor shall be addressed as follows:*

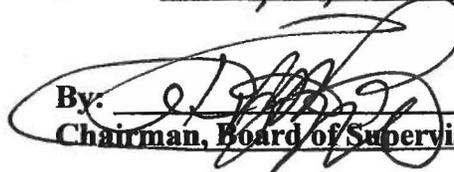
**Keefe Commissary Network LLC  
55-101 Vista Blvd.  
Sparks NV 89434  
ATTENTION: Kristine Johnson/Dennis Dempsey**

**12. Operation of Commissary Network by Contractor:** In addition to services provided in Exhibit "D", marked "Proposed Plan for El Dorado County", Contractor agrees to keep the computer equipment updated with complete information as to commissary items available, pricing and other terms and conditions of sale.

The County Officer or employee with responsibility for administering this Agreement is Mary Pierce, Fiscal Administrative Manager, Sheriff's Office, or successor.

-- COUNTY OF EL DORADO --

Dated: 9/15/09

By:  Chairman, Board of Supervisors

ATTEST: \_\_\_\_\_

**Suzanne Allen de Sanchez, Clerk of the Board of Supervisors**

By:  Date: 9/15/09  
Deputy Clerk

**KEEFE COMMISSARY NETWORK (KEEFE)**



**John Puricelli**  
Executive Vice President, General Manager

7/29/09  
Date

## **Exhibit "A"**

### **Hardware Featured**

**Current equipment provided.**

**The DELL computer hardware is provided, maintained, and warranted at no additional cost to the for the life of the commissary agreement.**

**KCN will provide for a scanner and scan forms.**

**Commissary Agreement**

**Exhibit B**

**Noncommissioned Items**

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by EL DORADO COUNTY JAIL

**Exhibit "C"**  
**Menu**

1	4OZ SHAMPOO	\$1.25	2010	4OZ KEEFE COFFEE	\$3.75
2	4OZ CONDITIONER	\$1.25	2011	KF DECAF(CLRPK W/ZIP)3 OZ	\$3.25
20	4OZ DANDRUFF SHAMPOO	\$1.40	2015	FD COFFEE CLRPK W/ZIP 3OZ	\$4.75
45	AFRICAN CROWN HAIRDRESS	\$2.05	2070	S.S. HOT COCOA	\$0.35
50	HAIRDRESS 5 OZ	\$2.05	2071	10 OZ. HOT COCOA CLR (KF)	\$1.75
51	HAIRDRESS & PRESS OIL	\$1.95	2080	SUGAR TWIN PACKET	\$0.10
100	ROLL-ON A/P DEOD.	\$1.85	2115	N/S SS BLACK CHRY	\$0.35
200	4OZ BABY POWDER	\$1.25	2120	N/S SS LEMONADE	\$0.35
210	4OZ SKIN CARE LOTION	\$1.05	2200	S.S. ORANGE BREAKFAST DRI	\$0.35
212	NEXT 1 SKIN CARE LOTION	\$3.00	2210	S.S. FRUIT PUNCH	\$0.35
215	COCOA BUTTER LOTION 4OZ	\$1.35	2300	6OZ TANG CLEAR	\$1.55
230	JERGENS ULTRA HEALING LTN	\$3.20	2301	NESTEA W/LEMON 5.5 OZ CLR	\$1.55
242	ACNE TREATMENT CREME	\$4.00	2303	6OZ ORANGE DRINK (CLEAR)	\$1.55
251	FOOT CREAM	\$2.00	2310	6OZ LEMONADE - CLEAR	\$1.55
255	BENZOYL PEROXIDE	\$2.85	2311	6OZ GRAPE KOOL-AID CLEAR	\$2.20
270	CHAPSTICK	\$1.25	2330	6OZ TR PUNCH KOOL AID CLR	\$2.20
273	LIP BALM	\$1.65	2334	KOOL AID - CLR CHERRY 6OZ	\$2.20
305	PROTECTION DISP RAZR 1/EA	\$0.50	2340	GATORADE LEMON LIME 1 QT	\$1.55
320	REG MAGIC CREAM SHAVE	\$3.25	2664	MACARONI & CHEESE 3 OZ	\$1.35
340	PROTECTION SHAVE CRM 7OZ	\$1.65	2665	SPICY MAC & CHEESE 3 OZ	\$1.35
355	15OZ VOLUME SHAMPOO	\$2.50	2666	CHEESY RICE 2 OZ	\$1.35
356	15OZ VOLUME CONDITIONER	\$2.50	2667	SPICY CHEESY RICE 2 OZ	\$1.35
359	MILD HYPO-ALLERG SHAMPOO	\$2.00	2670	SPICY REFRIED BEANS&RICE	\$1.75
397	NEXT1 COCOA BTTR SOAP 5OZ	\$1.10	2789	TAPATIO HOT SAUCE	\$1.85
398	DIAL TRANSLUCENT SOAP	\$2.25	3010	2.75OZ CHOC. CHIP COOKIES	\$0.80
410	IVORY SOAP (1/BAR)	\$1.10	3015	OATMEAL RAISIN COOKIE	\$0.80
424	MOISTURIZING SOAP 5 OZ	\$1.10	3020	OREO SANDWICH COOKIES	\$0.80
426	SPORT BAR SOAP	\$1.10	3030	SL 6OZ VNILLA CRM COOKIES	\$1.10
490	SOAP DISH	\$0.55	3031	SL 6OZ ORNG-PNAPPLE CRMS	\$1.10
520	COLGATE TOOTHPASTE 3 OZ	\$3.00	3035	SL 6OZ CHOC CHIP COOKIES	\$1.10
530	COOL WAVE CLR TOOTHPASTE	\$2.50	3039	MARIA COOKIE	\$1.00
562	TOOTHBRUSH 4 INCH HANDLE	\$0.35	3040	SL 6OZ ICED OATML COOKIES	\$1.10
580	TOOTHBRUSH HOLDER	\$0.55	3045	DUPLEX CREME COOKIES 6OZ	\$1.10
590	DENTURE TABLET	\$2.55	3050	SL CHOCOLATE CHIPS 16OZ	\$1.75
595	2.5OZ EFFERGRIP	\$3.55	3110	SIMPLY SOCIAL CRACKERS	\$2.00
610	2PK TYLENOL	\$0.65	3114	SNACK CRACKERS (LIKE RITZ)	\$4.00
612	2PK ADVIL	\$0.65	3115	CHEESE CRACKERS	\$2.00
642	TUMS ORIG 1-ROLL/INDIGENT	\$0.75	3130	CHEESE SAND CRKRS(SLEEVE)	\$0.55
695	SALINE SOLUTION 12 OZ	\$4.00	3160	WHEAT THINS	\$3.50
706	CONTACT LENS CASE	\$0.50	3200	BANANA MARSHMALLOW PIE	\$0.75
710	TAMPONS 1BX	\$4.50	3205	CHOCOLATE MARSHMALLOW PIE	\$0.75
720	FOOT POWDER	\$2.85	3218	BROWNIE	\$1.25
820	VENTED HAIR BRUSH	\$1.30	3226	SL CHOCOLATE ICED DONUT	\$1.10
821	PALM BRUSH	\$0.20	3230	SL PEANUT BUTTER WAFERS	\$3.15
855	PONYTAIL HOLDER	\$0.25	3231	SL OATMEAL SANDWICH CAKES	\$3.15
900	LIPSTICK RED	\$1.75	3236	SL SWISS RLLS BX-6 TWN PK	\$3.15
901	TROPEZ WINK LIPSTICK	\$1.75	3248	SL ICED CINNAMON ROLL	\$1.10
910	MASCARA	\$3.00	3260	4 OZ CRUMB COFFEE CAKE	\$0.95
911	EYELINER PENCIL BLACK	\$3.00	3270	SL CREAM FILLED CUPCAKE	\$1.10

938	BRANDYWINE LIPSTICK	\$1.75	3274	ICED HONEY BUN 6OZ	\$1.20
966	LOVE CARD	\$1.10	3290	STRAWBERRY DONUTS 2/PK	\$1.10
1000	SMALL STAMPED ENVELOPE	\$0.54	3291	SL BEAR CLAW	\$1.10
1001	LARGE STAMPED ENVELOPE	\$0.58	3863	SZ11 RIDDELL COMFORT CRT	\$31.00
1006	ONE CENT STAMP 5PK	\$0.08	3864	SZ12 RIDDELL COMFORT CRT	\$31.00
1010	#10 WHITE ENVELOPE	\$0.15	4000	M&M PLAIN	\$1.05
1015	MANILLA ENVELOPE	\$0.20	4001	M&M PEANUT	\$1.05
1050	BOOK OF TEN STAMPS	\$4.40	4004	BABY RUTH	\$1.05
1060	8.5 X 11 LETTER PAD WHT	\$1.25	4005	BUTTERFINGER	\$1.05
1070	SKETCH PAD 8.5 X 11 WHITE	\$1.20	4010	SNICKERS BAR	\$1.05
1075	PENCIL (GOLF TYPE)	\$0.05	4013	MILKY WAY CANDY BAR	\$1.05
1077	#2 PENCIL	\$0.35	4015	NESTLES CRUNCH	\$1.05
1080	SMALL COLORED PNCLS 12/B	\$1.65	4019	CHICK O STICK	\$0.40
1085	BEVELED ERASER	\$0.45	4020	PAYDAY	\$1.05
1100	BIRTHDAY CARD	\$1.10	4031	TWIX BAR	\$1.05
1101	JUVENILE BIRTHDAY CARD	\$1.10	4032	THREE MUSKETEER BAR	\$1.05
1102	SYMPATHY CARD	\$1.10	4035	REESES P/BUTTER CUP	\$1.05
1105	GET WELL CARD - ACETATE	\$1.10	4036	HERSHEY'S CHOCOLATE BAR	\$1.05
1110	FRIENDSHIP CARD - ACETATE	\$1.10	4037	HERSHEY'S W/ALMONDS	\$1.05
1115	ANNIVERSARY CARD	\$1.10	4038	NUTRAGEOUS BAR	\$1.05
1120	THANK YOU CARD	\$1.10	4039	KIT KAT	\$1.05
1121	SEASONAL GREETING CARD	\$1.10	4040	SKITTLES	\$1.05
1300	PLAYING CARDS	\$2.05	4043	SNICKERS W/ ALMONDS	\$1.05
1305	PINOCHLE CARDS	\$2.05	4100	BUTTERSCOTCH BUTTONS	\$1.05
1400	BOWL	\$1.00	4110	LEMON DROPS	\$1.05
1415	PLASTIC CUP 22OZ	\$0.65	4115	RED LICORICE BITES	\$1.05
1417	SPOON (PLASTIC)	\$0.30	4120	ROOTBEER BARRELS	\$1.05
1430	WASHCLOTH WHITE	\$0.50	4145	STARLITE MINTS 3.75OZ	\$1.05
1450	SM. SHOWER SHOE	\$1.10	4146	ATOMIC FIRE BALLS	\$1.05
1451	MED. SHOWER SHOE	\$1.10	4150	SOUR FRUIT BALLS 4.25OZ	\$1.05
1452	LG. SHOWER SHOE	\$1.10	4155	SUGAR FREE WILD FRUIT 1.7	\$1.05
1751	SZ 7 RIDDELL VELCRO CT	\$31.00	4569	TWO CENTS STAMP	\$0.02
1753	SZ 8 RIDDELL VELCRO CT	\$31.00	6000	CHICKEN RAMEN NOODLES	\$0.85
1853	SZ 9 RIDDELL VELCRO CT	\$31.00	6001	SHRIMP RAMEN NOODLES	\$0.85
1854	SZ 10 RIDDELL VELCRO CT	\$31.00	6002	BEEF RAMEN NOODLE	\$0.85
6003	CAJUN SHRIMP RAMEN NOODLE	\$0.85	6213	HEALTH MIX	\$1.00
6004	TEXAS BEEF RAMEN NOODLE	\$0.85	6255	CC JALAPENO NACHO CHS DIP	\$1.00
6005	CHILI RAMEN NOODLE	\$0.85	6300	6 GUN BEEF STICK	\$0.60
6006	ORIENTAL RAMEN NOODLE	\$0.85	6305	LIL CHUB HIGH HEAT 1.63OZ	\$0.85
6007	CAJUN CHICKEN RAMEN	\$0.85	6310	SUMMER SAUSAGE PEPPERONI	\$0.85
6008	CHICKEN/MUSHROOM RAMEN	\$0.85	6314	BEEF SALAMI 5 OZ.	\$3.00
6011	HOT & SPICY VEG RAMEN	\$0.85	6318	SUMMER SAUSAGE HOT 5 OZ	\$3.00
6016	LIME CHILI W/SHRIMP RAMEN	\$0.85	6400	(EA) GRANOLA BAR CHOC CHP	\$0.55
6050	7OZ RICE ZIPPER	\$1.25	6410	GRAPE JELLY	\$3.00
6079	WHOLE SHABANG 1.5 OZ	\$0.80	6415	SS PEANUT BUTTER	\$0.75
6083	WHT CHEDDAR POPCORN 5OZ	\$2.00	6417	CREAMY PEANUT BUTTER 18 O	\$4.00
6100	POTATO CHIPS	\$0.80	6424	CC JALA CHS SQUEEZER 16OZ	\$3.10
6105	BBQ POTATO CHIPS	\$0.80	6510	HOT PICANTE SAUCE	\$2.85
6106	PRETZELS	\$0.80	6513	HOT SAUCE - SINGLE PK	\$0.20

6116	CHEESE PUFFS	\$0.80	6515	MAYO SINGLE SERVE 1-EA	\$0.20
6125	HOT CHIPS 1.5 OZ	\$0.80	6520	(BOX) OATMEAL VARIETY	\$3.10
6126	SOUR CREAM ONION 1.5 OZ	\$0.80	6540	STRAWBERRY CEREAL BAR	\$0.65
6127	HOT SPICY PORK RINDS	\$1.15	6600	FLOUR TORTILLAS	\$1.25
6136	POPCORN 1.5 OZ.	\$0.75	6606	SALTED PEANUTS 1.75 OZ	\$0.60
6137	1.5 OZ CHEESE POPCORN	\$0.75	6607	HOT PEANUTS 1.75 OZ	\$0.60
6150	KEEFE 10OZ NACHO CHIPS	\$2.25	6673	RICE NOODLES	\$1.00
6172	BC CHILI NO BEANS	\$2.10	6680	HOT CHSE CRUNCHIES 4.5OZ	\$1.75
6173	BC CHILI W/ BEANS	\$2.10	6682	HOT CHILI LIME CORN CHIPS	\$1.25
6174	BC HOT CHILI W/ BEANS	\$2.10	6700	REFRIED BEANS CLR W/ZIP	\$2.25
6176	BC BEEF STEW	\$2.30	6826	FRESH CATCH TUNA 4.23 OZ.	\$2.25
6178	FC MACKERAL	\$1.65			
6181	FC SARDINES/TOMATO SAUCE	\$1.65			
6191	FC SALMON FLAKES	\$2.00			
6195	PREMIUM CHICKEN BREAST	\$4.00			

# EXHIBIT "D"

## PROPOSED PLAN FOR EL DORADO COUNTY

### KCN will:

- \* Provide a Windows 98 compatible Inmate Trust Fund System, (10 Site Licenses) or 4 workstations
- \* Bag orders at satellite warehouse in Reno and deliver via freight line.
- \* NDA shortages or replacements

### El Dorado County will:

- \* Pass out order forms to inmates.
- \* Pick up order forms from inmates.
- \* Deliver commissary orders to inmates.

### METHOD OF DELIVERY

Keefe Commissary Network will continue to process the commissary orders at El Dorado County (Placerville) on Monday and Tuesday and the delivery days will remain on Tuesday and Wednesday. South Lake County Jail will continue to order on Tuesday and receive their shipments on Wednesday.

Keefe will process the orders individually, pack them in clear perforated plastic bags with tamper proof seals. Each order will be placed in boxes that are clearly marked with the appropriate section of the of the jail, i.e. 1 of 2, 2 of 2 etc.. The orders will arrive at El Dorado County on the scheduled day for distribution. Each order will have two copies of a receipt that discloses the inmate name, booking number, cell location items ordered, beginning balance, total sale and ending balance. There will be two signature lines on each receipt. The inmate signs and the correction officer signs and each one keeps a copy. Any shortages or damages may be written on the receipt to confirm a discrepancy.

Inmates that have been released after the orders were sent to KCN for processing may either get a complete refund from the El Dorado County system or the inmate will have 3 days to claim the order from your facility. Orders left beyond the 72 hour time frame will be forfeited. El Dorado County may use those unclaimed orders to give to indigent trustees or to a charitable organization. If a refund is needed, El Dorado County Jail would contact KCN to inform us of the canceled order and we will remove it from the invoice.

Damages or shortages Orders that are shorted or have damages, replacements will be delivered Next Day Air to El Dorado County by KCN at no charge. El Dorado County would also have the option to refund the inmate the amount of a missing or damaged item.

## **BILLING PROCESSES/QUESTIONS**

To eliminate the need for El Dorado County to issue a check to Keefe Commissary Network for items purchased, and then receive, post, and process the commission check from KCN, KCN has proposed the following solution:

As each batch of orders are entered and processed at Keefe, a packing list is generated. This packing list will be sent with each batch of orders. This list will disclose all inmates who ordered, each sale amount, breakdowns of "site specials" and total sales for each batch. An invoice will be sent each week that discloses a breakdown of inmates that ordered on a particular date. This invoice number will include inmates that ordered during the batch of numbers by booking number, order number, total sales, total quantities of items with sales of each less discount percentage. This discount reflects the commission to the jail. Terms are Net 30 days.

Any discrepancies regarding your invoice should be directed to the following individuals:

Colby Pierce-Account Manager-(800)890-5206 or (702)355-7006  
Karen Klohr-Business Manager-(800)325-8998

Located at:

**KEEFE COMMISSARY COMPANY**  
55-101 Vista Blvd.  
Sparks, NV. 89434

Colby or Karen will review your account and go over the discrepancy with you. If any corrections, reimbursements, or credit memos are required they will be handled immediately. Office hours are 8:00 am to 5:30 PM PST, Monday through Friday.

### **INDIGENT KITS**

As part of this agreement, Keefe Commissary Network will provide indigent kits to El Dorado County at a cost that will be established once the specific items are decided upon. El Dorado County will determine the specific items each kit will contain. Keefe Commissary Network will package them and deliver them as ordered by the inmates.

### **KEEFE KITS**

For consideration, Keefe Kits are snack items the KCN packages for jails. They are used to sell to inmates in "holdover" or incarcerated over the weekends. Typically, these inmates are not incarcerated long enough to receive the weekly scheduled commissary. The contents of these kits are determined by the facility and are then standardized and kept in stock at the facility which will order these kits in case quantities from KCN. We will make them readily available from our distribution center.

## How Commissions Are Determined

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

**Monthly Sales**  
**Less Postage/Non Commissionable**  
**= Adjusted Gross Sales**

x 25 % Commission Offered

\*Postage sales and stamped envelopes are noncommissioned.