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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:

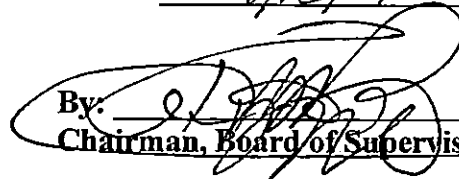
**Keefe Commissary Network LLC
55-101 Vista Blvd.
Sparks NV 89434
ATTENTION: Kristine Johnson/Dennis Dempsey**

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

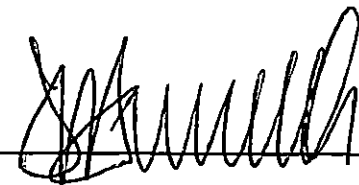
By: 
Chairman, Board of Supervisors

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

7/20/09
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 KOOLAID 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 |

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|------|---------------------------|---------|------|---------------------------|---------|
| 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 PKT | \$0.20 |

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|------|--------------------------|--------|------|---------------------------|--------|
| 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.