

1 **COMMISSARY SERVICES MANAGEMENT AGREEMENT**
2 **Detention Facilities**

3 This agreement, executed this July 1, 2004, between the COUNTY of Fresno, a
4 political subdivision of the State of California, hereinafter called the "COUNTY" and the
5 Canteen of Fresno, Inc., a California corporation, 527 "L" Street, Fresno, CA. 93721,
6 hereinafter called the "CONTRACTOR." Hereinafter referred together as the "Parties".
7

8 Whereas, the COUNTY has need for services of an independent CONTRACTOR
9 to provide commissary services at the Fresno County Detention Facilities, and;

10 Whereas, the COUNTY desires to contract for the provision of such services in
11 connection with the operation of its Correctional Facilities, and;

12 Whereas, the CONTRACTOR is qualified and willing to provide such services.

13 Now. Therefore, it is agreed as follows:

14 I. **ENGAGEMENT OF CONTRACTOR**

15 COUNTY hereby engages CONTRACTOR, and CONTRACTOR shall
16 perform all commissary management services for Fresno County Detention Facilities
17 and fulfill all responsibilities as identified in COUNTY'S request for quotation (RFP) No.
18 393-3930 dated February 13, 2004 and CONTRACTOR'S response to said RFP, dated
19 March 18, 2004 both incorporated herein by reference and made part of this
20 Agreement. A copy of RFP No. 393-3930 and CONTRACTOR'S Response, shall be
21 retained and made available during the term of this Agreement by the Sheriff's
22 department Contract Coordinator.
23

24 In performance of this Agreement, CONTRACTOR will provide commissary
25 services at COUNTY'S Detention Facilities at the following locations:

1 1. Main Jail

2 1225 "M" Street, Fresno, CA 93621

3 2. South Annex Jail

4 2280 Fresno Street, Fresno, CA 93621

5 3. Satellite Jail

6 110 "M" Street, Fresno, CA 93621

7 4. North Annex Jail

8 1265 "M" Street, Fresno, CA 93721

9
10 The COUNTY reserves the right to modify, eliminate or add commissary service
11 needs at any location. Such modification or elimination of commissary service
12 requirements shall not affect the obligation of the CONTRACTOR with respect to other
13 COUNTY facilities.

14 In performance of this Agreement, the CONTRACTOR also agrees to provide
15 commissary services at any future facility of Fresno County, which is put into operation
16 during the term of this contract at the time, place and amount as designated by the
17 COUNTY.

18 II. RESPONSIBILITY OF THE COUNTY

19 A. GENERAL RESPONSIBILITIES:

20 (1) COUNTY designates the Detention Support Bureau Commander,
21 or his Assignee, as the liaison between CONTRACTOR and the
22 COUNTY with respect to all communications, billing, and invoicing
23 necessary for the execution and performance of this contract.

24 (2) COUNTY shall make necessary background checks on all
25 personnel, which the CONTRACTOR assigns to work in the Fresno

1 County Detention Facilities. Background checks must be
2 completed on all CONTRACTOR personnel before placement into
3 a COUNTY Detention Facility. The Sheriff reserves the right to
4 refuse admittance at his sole discretion. The Sheriff reserves the
5 right to require background checks of all personnel the
6 CONTRACTOR assigns to service this agreement, regardless of
7 whether the personnel normally access the Detention Facilities or
8 not.

9
10 (3) COUNTY will provide direction to CONTRACTOR employees in the
11 event of any disturbances or security related incidents while inside
12 the facilities. CONTRACTOR employees will immediately follow
13 the directions of correctional staff in such circumstances.

14 (4) COUNTY shall immediately notify the CONTRACTOR of the
15 inaccessibility of any CONTRACTOR employee assigned to the
16 Detention Facilities. CONTRACTOR will immediately remove
17 employee from the facility.

18 (5) COUNTY designated watch commander will resolve immediate
19 disputes involving jail staff and the CONTRACTOR in matters such
20 as work location and security measures.

21
22 (6) COUNTY will provide ingress/egress, subject to security
23 requirements, to CONTRACTOR employees at all COUNTY
24 Detention Facilities.

25 (7) COUNTY will provide the CONTRACTOR access to the Fresno

1 County Jail Management System (CMS). COUNTY will provide a
2 detailed contingency plan in case of system failure; modem or
3 connection failure, file corruption or other problems that result in the
4 inability to obtain the inmate download file. If CONTRACTOR does
5 not receive the inmate download file in its correct format by
6 7:00AM, commissary delivery will be delayed. All ongoing
7 equipment and on line charges shall be at CONTRACTOR'S
8 expense. All initial hook up and installation charges shall be at
9 CONTRACTOR'S expense.
10

- 11 (8) COUNTY shall make inmate accounts accessible to the
12 CONTRACTOR.

13 **III. RESPONSIBILITIES OF THE CONTRACTOR**

14 **A. GENERAL RESPONSIBILITIES:**

- 15 (1) CONTRACTOR will designate the CONTRACTOR'S Commissary
16 Service Manager as liaison between COUNTY and CONTRACTOR
17 with respect to all notices, communications, and invoices necessary
18 for execution and performance of this contract.
19
20 (2) CONTRACTOR agrees to comply with all Federal, State and local
21 laws and regulations governing the quality, transportation and
22 delivery commissary items, and to procure and keep in effect all
23 necessary licenses and permits, as required by law.
24
25 (3) CONTRACTOR agrees to comply with all applicable Federal, State
local laws and regulations pertaining to wages and hours of
employment.

- 1 (4) The CONTRACTOR shall hire, administrate, supervise, and train all
2 appropriate personnel to accomplish the requirements of this
3 contract.
- 4 (5) CONTRACTOR is responsible for ensuring that all CONTRACTOR
5 employees wear appropriate CONTRACTOR provided uniforms
6 and jail issued I.D. while on duty and present in or around any of
7 the Detention Facilities.
- 8 (6) No CONTRACTOR employee shall report for duty in or around any
9 Detention Facility, while under the influence of alcohol or drugs.
10 The odor of alcohol or observable physical symptoms shall be
11 presumptive of being under the influence.
- 12 (7) No CONTRACTOR employee shall bring into or cause to be
13 brought into the facilities any alcohol, tobacco, drugs, or any
14 COUNTY determined contraband.
- 15 (8) It shall be the CONTRACTOR'S responsibility to ensure that all
16 employees and agents of the CONTRACTOR are informed of and
17 observe all applicable rules, regulations, policies and procedures
18 pertaining to all Fresno County Detention Facilities. All applicable
19 rules, regulations, policies and procedures will be provided to
20 CONTRACTOR by COUNTY.
- 21 (9) The CONTRACTOR shall provide to the COUNTY background
22 Information and a resume for the individual who will be designated
23 as the CONTRACTOR'S commissary services manager. COUNTY
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1 shall interview any proposed commissary manager with the
2 Division Commander or his or her staff with any proposed
3 commissary manager prior to their placement into the facility. If
4 there is any change in the commissary manager during the term of
5 this Agreement, the same procedures will be required. The
6 COUNTY reserves the right to reject any commissary manager
7 without cause.
8

9 (10) CONTRACTOR shall provide to COUNTY the employment
10 applications and resumes, if available, of prospective
11 CONTRACTOR employees, and have the applicants complete a
12 "Fresno County Detention Facility Access Form" a minimum of
13 eight (8) weeks in advance of the employment date to provide the
14 COUNTY necessary time to complete the required background
15 check.
16

17 (11) All CONTRACTOR employees will be made aware by the
18 CONTRACTOR of the COUNTY'S "No Hostage Policy" within any
19 Detention Facility.
20

21 **B. COMMISSARY ITEMS:**

22 (1) CONTRACTOR shall develop a list of items to be offered to
23 Inmates. The CONTRACTOR shall provide a variety of items
24 including ethnic variety, reflective of the inmate population.
25 CONTRACTOR will also provide, as directed by the COUNTY,
items, which comply with, recognized religious tenets. Commissary
items must be approved by the Detention Bureau Commander.

- 1
- 2 (2) CONTRACTOR shall submit in writing any proposed item additions
- 3 or deletions at least one month in advance of their offering to the
- 4 Detention Bureau Commander for approval.
- 5
- 6 (3) CONTRACTOR'S items sold shall comply with the provisions of
- 7 State of California Code of Regulations, Title 15, Article 11 and any
- 8 other Federal, State, and local laws and regulations applicable to
- 9 the Fresno County Detention Facilities commissary services.
- 10 (4) Commissary lists must accurately document actual items for
- 11 purchase along with cost. If any items sold varies from the
- 12 approved list, the change must be noticed to the COUNTY'S
- 13 contract administrator.
- 14 (5) CONTRACTOR shall provide for sale by COUNTY approved
- 15 therapeutic and over the counter medicine as needed.
- 16
- 17 (6) CONTRACTOR will withhold commissary purchases and deny new
- 18 commissary purchases to those inmates identified by the Sheriff's
- 19 staff to be in a disciplinary status or when they may have lost their
- 20 commissary privileges.
- 21 (7) The CONTRACTOR must begin and complete delivery of
- 22 commissary at the Date and times determined by the COUNTY.
- 23 a. It shall be the CONTRACTOR'S responsibility to deliver
- 24 commissary to the delivery points as designated by the
- 25 COUNTY.
- b. It is the CONTRACTOR'S responsibility to deliver all

1 commissary items directly to the housing units of all inmates
2 housed at the Main Jail, North Annex Jail, South Annex Jail
3 and Satellite Jail.

4 c. It is the CONTRACTOR'S responsibility to remove all
5 equipment used to transport commissary items and any
6 resulting waste from the various delivery points as
7 designated by the COUNTY.
8

9 (8) CONTRACTOR shall provide vending machines for inmate use
10 approved by Sheriff's staff at selected Detention Facilities,
11 including the Main Jail, South Annex, North Annex and
12 Satellite Jails.

13 C. PRICING:

14 (1) CONTRACTOR agrees to maintain an adequate inventory in order
15 to provide commissary service to inmates on a regular basis.
16 Prices for products sold by CONTRACTOR shall be determined by
17 mutual consent between CONTRACTOR and the COUNTY.

18 Postage stamps and pre-stamped envelopes will be sold at face
19 value with no markup. Purchases will be limited to a maximum of
20 \$100.00 per inmate per week.
21

22 (2) CONTRACTOR shall pay all federal, state, and local taxes
23 associated with the operation of the commissary service.

24 (3) CONTRACTOR will provide and distribute welfare/indigent kits
25 as defined by the COUNTY to inmates. CONTRACTOR will also

1 provide the COUNTY a sufficient number of welfare/indigent kits to
2 be issued to each inmate at the time of booking. All
3 welfare/indigent kits shall be provided at no expense to the
4 COUNTY. Indigent inmate is defined as any inmate who has less
5 than \$2.00 on their books at the time the order is processed.
6

- 7 (4) Any inmate who receives a welfare/indigent kit as defined by the
8 COUNTY at the time of booking or any time during their
9 incarceration, may be charged up to \$1.00 by the CONTRACTOR
10 for said issue.

11 **D. OPERATIONAL ISSUES:**

- 12 (1) CONTRACTOR will ensure that every inmate who properly
13 completes a commissary form, has been deemed eligible for
14 commissary by the COUNTY, and has sufficient, verifiable trust
15 funds, may purchase commissary a minimum of one time a week.
16 Additional opportunities to purchase commissary items must be
17 mutually agreed upon by both the COUNTY and the
18 CONTRACTOR.

- 19 (2) CONTRACTOR shall provide commissary order forms and shall
20 update them as item change. The CONTRACTOR shall be
21 responsible for the delivery and pick up of the order forms from a
22 pre-determined location at each facility to be mutually agreed by
23 COUNTY and CONTRACTOR.
24

- 25 (3) CONTRACTOR will be required to store all inventory off-site.
No on-site storage or preparation area will be provided by the

COUNTY.

- (4) CONTRACTOR agrees to meet on an as needed basis with designated jail representatives for purposes of resolving all commissary service issues. CONTRACTOR may be directed to maintain a written record of meetings and supply a copy of these records to the jail representative.
- (5) CONTRACTOR shall be responsible for responding to all inmates grievances concerning commissary service issues within 24 hours Of receiving said grievance from correctional staff.
- (6) The CONTRACTOR will provide the COUNTY with a detailed emergency plan which addresses interruption of normal welfare/indigent delivery; i.e., loss of power, water, electricity, fire, employee actions, etc., for any period of time for all facilities.
- (7) CONTRACTOR will provide a method of handling backorders and restocking for items that have been ordered and not delivered to the inmate because they may have been released. CONTRACTOR shall maintain a 99.9% or greater completed (no backorder) order percentage.

IV. COMPENSATION AND INVOICING

A. COMPENSATION TO CONTRACTOR:

- (1) CONTRACTOR shall invoice the Fresno County Sheriff's Department business office on a weekly basis for the prior weeks commissary deliveries.

1 (2) COUNTY shall pay CONTRACTOR'S invoice for commissary
2 deliveries from inmate accounts.

3 (3) CONTRACTOR shall be responsible for posting commissary
4 purchases to each inmate's account. CONTRACTOR must provide
5 COUNTY with a complete audit trail of all transactions.
6

7 **B. COMPENSATION TO COUNTY**

8 (1) CONTRACTOR shall pay COUNTY as full fixed commission,
9 42.1% of net sales of commissary services. Net sales equal gross
10 sales, less sales tax, less welfare/indigent reimbursement. All food
11 sales are non-taxable; all other applicable sales are fully taxable at
12 7.85%. CONTRACTOR shall remit 42.1% of weekly net sales to
13 the Inmate Welfare Fund within three (3) working days after
14 CONTRACTOR receives remittance for the prior week's sales.

15 **V. INDEPENDENT CONTRACTOR**

16 In performance of this work, duties and obligations assumed by CONTRACTOR under
17 this Agreement, it is mutually understood and agreed that CONTRACTOR, including
18 any and all of CONTRACTOR'S officers, agents, and employees will at all times be
19 acting and performing as an independent CONTRACTOR, and shall act in an
20 independent capacity and not as an officer, agent, servant, employee, joint venture,
21 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to
22 control or supervise or direct the manner or method by which CONTRACTOR shall
23 perform its work and function. However, COUNTY shall
24 retain the right to administer this Agreement so as to verify that CONTRACTOR
25

1 is performing its obligations in accordance with the terms and conditions thereof.
2 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
3 rules and regulations, if any, of governmental authorities having jurisdiction over matters
4 the subject thereof.

5 Because of its status as an independent CONTRACTOR, CONTRACTOR shall have
6 absolutely no right to employment rights and benefits available to COUNTY employees.
7 CONTRACTOR shall be solely responsible and save COUNTY harmless from all
8 matters relating to payment of CONTRACTOR'S employees, including compliance with
9 Social Security withholding, and all other regulations governing such matters. It is
10 acknowledged that during the term of this Agreement, CONTRACTOR may be providing
11 services to others unrelated to the COUNTY or to this Agreement.
12

13 **VI. HOLD HARMLESS**

14 CONTRACTOR agrees to indemnify, save, hold harmless, and at
15 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any
16 and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting
17 to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR,
18 its officers, agents, or employees under this Agreement, and from any and all costs and
19 expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
20 firm, or corporation who may be injured or damaged by the performance, or failure to
21 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

22 **VII. INSURANCE**

23 Without limiting the COUNTY's right to obtain indemnification from
24 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall
25 maintain in full force and effect the following insurance policies or a program of self-
insurance, including but not limited to, an insurance pooling arrangement or Joint
Powers Agreement (JPA) throughout the term of this Agreement:

1 **(1) Commercial General Liability**

2 Commercial General Liability Insurance with limits of not less than
3 One Million Dollars (\$1,000,000) per occurrence and an annual aggregate
4 of Two Million Dollars (\$2,000,000). This policy shall be issued on a per
5 occurrence basis. COUNTY may require specific coverages including
6 completed operations, products liability, contractual liability, Explosion-
7 Collapse-Underground, fire legal liability or any other liability insurance
8 deemed necessary because of the nature of this contract.

9 **(2) Automobile Liability**

10 Comprehensive Automobile Liability Insurance with limits for bodily
11 injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00)
12 per person, Five Hundred Thousand Dollars (\$500,000.00) per accident
13 and for property damages of not less than Fifty Thousand Dollars
14 (\$50,000.00), or such coverage with a combined single limit of Five
15 Hundred Thousand Dollars (\$500,000.00). Coverage should include
16 owned and non-owned vehicles used in connection with this Agreement.

17 **(3) Professional Liability**

18 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D.,
19 R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability
20 Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per
21 occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

22 **(4) Worker's Compensation**

23 A policy of Worker's Compensation insurance as may be required by the
24 California Labor Code.

25 CONTRACTOR shall obtain endorsements to the Commercial
General Liability insurance naming the County of Fresno, its officers,
agents, and employees, individually and collectively, as additional insured,
but only insofar as the operations under this Agreement are concerned.
Such coverage for additional insured shall apply as primary insurance and
any other insurance, or self-insurance, maintained by COUNTY, its
officers, agents and employees shall be excess only and not contributing
with insurance provided under CONTRACTOR's policies herein. This

1 insurance shall not be cancelled or changed without a minimum of thirty-
2 (30) day's advance written notice given to COUNTY.

3 Within Thirty (30) days from the date CONTRACTOR executes this
4 Agreement, CONTRACTOR shall provide certificates of insurance and
5 endorsement as stated above for all of the foregoing policies, as required
6 herein, to the County of Fresno, (Name and Address of the official who will
7 administer this contract), stating that such insurance coverage have been
8 obtained and are in full force; that the County of Fresno, its officers,
9 agents and employees will not be responsible for any premiums on the
10 policies; that such Commercial General Liability insurance names the
11 County of Fresno, its officers, agents and employees, individually and
12 collectively, as additional insured, but only insofar as the operations under
13 this Agreement are concerned; that such coverage for additional insured
14 shall apply as primary insurance and any other insurance, or
15 self-insurance, maintained by COUNTY, its officers, agents and
16 employees, shall be excess only and not contributing with insurance
17 provided under CONTRACTOR's policies herein; and that this insurance
18 shall not be cancelled or changed without a minimum of thirty (30) days
19 advance, written notice given to COUNTY.

20 In the event CONTRACTOR fails to keep in effect at all times insurance
21 coverage as herein provided, the COUNTY may, in addition to other
22 remedies it may have, suspend or terminate this Agreement upon the
23 occurrence of such event.

24 All policies shall be with admitted insurers licensed to do business in the
25 State of California. Insurance purchased shall be purchased from
companies possessing a current A.M. Best, Inc. rating of B+ FSC VIII or
better.

1 **VII. TERMINATION FOR BREACH**

2 In the event CONTRACTOR defaults in the performance of the duties and
3 obligations imposed upon it pursuant to the terms of this Agreement or materially
4 breaches any of the provisions contained herein, the COUNTY shall be entitled to
5 terminate this Agreement upon delivery of ninety (90) days prior written notice of such
6 termination to the CONTRACTOR and the CONTRACTOR'S failure to correct the
7 deficiency within sixty (60) days of such notice. Termination does not prejudice any
8 other right to remedies available to the COUNTY by reason of such default or breach.
9

10 **VIII. TERM**

11 This Agreement shall become effective July 1, 2004, CONTRACTOR shall continue
12 performing services as set forth in this Agreement, and this Agreement shall remain in
13 force for one (1) year period ending on June 30, 2005. The
14 option to renew the contract for up to four (4) additional one (1) year periods,
15 unless terminated by either party for any reason by giving ninety (90) days advance
16 written notice to the other. In the event this Agreement is terminated, COUNTY shall
17 pay all debts, commitments and obligations to CONTRACTOR and likewise
18 CONTRACTOR shall pay all debts commitments and obligations to COUNTY as of the
19 termination date. Upon termination, the CONTRACTOR will provide assistance to the
20 COUNTY to facilitate transfer of commissary services operations required hereunder to
21 another CONTRACTOR or to COUNTY employees.
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1 **IX. INSPECTION OF RECORDS**

2 The CONTRACTOR agrees to keep full and accurate records and shall
3 follow accounting and record keeping methods and practices customarily employed in
4 business of like character and as may be required by law. All dealings and transactions
5 relating to the performance of services hereunder shall be duly entered therein in the
6 usual and ordinary course of business, and the COUNTY and its duly authorized
7 representatives, including the Auditor-Controller/Treasurer, shall have full and free
8 access, upon giving of reasonable notice, to said records and accounts and may inspect
9 or audit same at reasonable times at COUNTY expense and during normal business
10 hours of the CONTRACTOR. All records remain the property of Fresno County and will
11 be immediately presented to COUNTY upon contract termination. If this Agreement
12 exceeds Ten Thousand Dollars (\$10,000.), CONTRACTOR shall be subject to the
13 examination and audit of the Auditor General for a period of three (3) years
14 after final payment under the contract (Government Code Section 8546.7).

15
16 **X. NOTICES**

17 Any notices to be given pursuant to the terms of this Agreement may be given
18 either by personal delivery in writing or by mail, registered or certified, with postage
19 prepaid and return receipt requested. Mailed notices shall be addressed to the parties
20 at their respective business address set forth below:
21

- 22 1. CONTRACTOR: Canteen of Fresno, Inc., 527 "L" Street, Fresno CA
23 93721. Attention: Mr. Hugh M. Wilson III – President
- 24 2. COUNTY: Sheriff, 2200 Fresno Street, Fresno, CA 93621, Attention:
25 Business Manager.

1 **XI. ASSIGNMENT**

2 Neither party hereto shall assign this Agreement or its rights or delegate its
3 duties hereunder without written consent of the other.

4 **XII. NO AMENDMENT UNLESS IN WRITING**

5 No provision hereof may be waived, amended, altered, modified, cancelled,
6 terminated or otherwise changed or discharged except by an instrument in
7 writing executed by the parties hereto.

8 **XIII. COOPERATION**

9 CONTRACTOR shall cooperate with the COUNTY in investigating and
10 responding to any complaint received regarding commissary services provided to
11 correctional facility inmates under this Agreement.

12 **XIV. GOVERNING LAW**

13 This agreement shall be construed and interpreted according to the laws of the
14 State of California. It is expressly agreed that venue for any action or suit arising
15 from or connected with the rights and obligations created hereunder shall be in
16 Fresno County, California.

17 **XV. ENTIRE AGREEMENT**

18 This Agreement, including RFP No. 393-3930 and CONTRACTOR'S response
19 thereto, constitutes the entire agreement between the CONTRACTOR and
20 COUNTY with respect to the subject matter hereof and supersedes all previous
21 negotiations, proposals, commitments, writings, advertisements, publications,
22 and understanding of any nature whatsoever unless expressly included in this
23 Agreement. In the event of any inconsistency among these documents, the
24 inconsistency shall be resolved by giving precedence in the following order of
25

1 priority: (1) to this Agreement; (2) to CONTRACTOR'S response to RFP No.
2 393-3930; (3) to RFP No. 393-3930.
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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

2 Executed as of the day and year first herein above written.

3 CONTRACTOR

4 
5 Hugh M. Wilson III, President
6 Canteen of Fresno, Inc.

COUNTY OF FRESNO

7 
8 CHAIRPERSON
9 BOARD OF SUPERVISORS

10 REVIEWED & RECCOMENDED FOR
11 APPROVAL

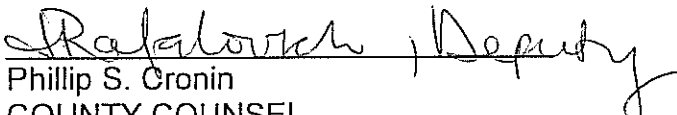
12 
13 For Sheriff Pierce
14 Richard Pierce, Sheriff

ATTEST:


15 Clerk to the Board of
16 Supervisors

17 

18 APPROVED AS TO LEGAL FORM:

19 
20 Phillip S. Cronin
21 COUNTY COUNSEL

22 APPROVED AS TO ACCOUNTING FORM:

23 
24 For Vicki Crow
25 AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

Fund: 2250
ORG: 9080
S/C 33400
Acct. No.: 5800