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CR 34702

ARAMARK CORRECTIONAL SERVICES, INC.  
MANAGEMENT OPERATING AGREEMENT TO PROVIDE COMMISSARY SERVICES  
AT THE WASHTENAW COUNTY CORRECTIONS/LAW ENFORCEMENT CENTER

This COMMISSARY AGREEMENT (the "Agreement") is made as of May 1, 2002 between the OFFICE OF THE WASHTENAW COUNTY SHERIFF, with offices located at, 2201 Hogback Road, Ann Arbor, Michigan 48105, hereinafter referred to as "SHERIFF", and ARAMARK Correctional Services, Inc., a Delaware Corporation, having a place of business at 1801 South Meyers Road, Suite 300, Oakbrook Terrace, Illinois 60181 ("ARAMARK").

WITNESSETH:

1. GRANT: The SHERIFF hereby grants to ARAMARK the exclusive right to provide commissary services for its inmates, staff and visitors at the Washtenaw County Corrections/Law Enforcement Center, located at 2201 Hogback Road, in the Township of Pittsfield, Washtenaw County, Michigan, hereinafter referred to as "CENTER". ARAMARK shall provide a large selection of food, candy and gum, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the "Products"), all of which shall be subject to the approval of the SHERIFF. The SHERIFF hereby approves all Products set forth on Exhibit A attached hereto. In addition, ARAMARK shall also provide the Products set forth on Exhibit B attached hereto to indigent inmates (the "Indigent Products").

2. OPERATIONAL RESPONSIBILITIES:

A. FACILITIES AND EQUIPMENT: The SHERIFF shall at its expense provide ARAMARK with office and storage facilities at the CENTER completely equipped and ready to operate as discussed in on-site meetings, together with such heat, and utilities services as may be reasonably required for the efficient performance of the Agreement. ARAMARK shall be responsible for long distance telephone service. ARAMARK shall install such computer hardware and related equipment and software as necessary to support ARAMARK's commissary operations, including but not limited to, ARAMARK's ACTFAS™ commissary management information systems (collectively, the "ACTFAS System"). ARAMARK is and shall remain the owner of, all such equipment and software. ARAMARK shall be responsible to maintain, repair and replace such equipment and software. ARAMARK shall provide forty (40) hours of initial training to designated SHERIFF personnel.

The SHERIFF shall furnish building maintenance services for the CENTER and shall provide preventive maintenance and equipment repairs and replacements for any SHERIFF owned equipment. The SHERIFF shall run such cable and wiring, and shall perform such systems integration, as necessary to enable the ACTFAS System to support ARAMARK's commissary operations.

In addition, should the SHERIFF fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from ARAMARK to do so, ARAMARK may, in its discretion and at its option, choose to provide, and bill the SHERIFF for, such equipment, repair, maintenance and replacement services or supplies. In that event, the SHERIFF shall pay for such equipment, repair, maintenance and replacement services or supplies at the prices billed by ARAMARK. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

**B. FORCE MAJEURE:** In the event of a Force Majeure, the SHERIFF shall assist ARAMARK by permitting reasonable variations in ARAMARK's Product offerings and service methods. However, ARAMARK shall not be relieved of its responsibility to provide commissary service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the SHERIFF. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

**C. PRODUCT DELIVERY:** ARAMARK personnel shall transport such Products ordered by inmates to inmates, and shall deliver Products returned by inmates to ARAMARK at its commissary CENTER, in a timely manner.

**D. INVENTORY OF PRODUCTS:** ARAMARK shall purchase any existing usable inventory at ARAMARK's invoiced cost for similar quality or like products. A joint inventory by SHERIFF and ARAMARK shall be taken at the inception of this Agreement. Existing usable inventory is defined as: products which are within code dates, undamaged, and which ARAMARK and SHERIFF mutually agree to sell within this contract. ARAMARK shall purchase and pay for all Products. Products purchased for use in the commissary operation shall be the property of ARAMARK.

**E. SANITATION:** ARAMARK shall be responsible for janitorial service in the commissary areas under ARAMARK's control, and the SHERIFF shall provide janitorial services for the remainder of the CENTER. The SHERIFF shall be responsible for extermination services and the removal of trash and garbage from the commissary areas.

F. **PERSONNEL:** ARAMARK shall provide on-site management and supervisory personnel, and from ARAMARK's headquarters location, expert administrative and purchasing advice related to the commissary operation. All other commissary personnel shall be the SHERIFF employees or inmates. The SHERIFF shall provide inmate workers in such numbers as determined by the SHERIFF liaison and ARAMARK's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the commissary operation that may include Product packaging and storeroom functions.

The SHERIFF acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, technical manuals, policy and procedure manuals and plans, techniques, including but not limited to, the ACTFAS System, and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, the SHERIFF agrees that supervisory employees of ARAMARK shall neither be hired by the SHERIFF for the term of this Agreement and twelve (12) months thereafter, nor shall the SHERIFF permit supervisory employees of ARAMARK to be employed on the SHERIFF 's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the SHERIFF). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the SHERIFF 's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the SHERIFF agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the SHERIFF shall pay to ARAMARK, and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each ARAMARK supervisory employee hired by the SHERIFF or allowed to work on the SHERIFF 's premises in violation of the terms of this Agreement.

The SHERIFF retains the right to thoroughly investigate any current or prospective employees assigned to the CENTER, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended.

G. **EQUAL EMPLOYMENT OPPORTUNITY:** ARAMARK and the SHERIFF mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age between 18 and 70, marital status, or other criteria made illegal by state or federal law or the SHERIFF policy. In addition,

ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

H. **HEALTH EXAMINATIONS:** If required by law, ARAMARK shall cause its employees assigned to duty at the CENTER to submit to periodic health examinations, and to submit satisfactory evidence of compliance with all health regulations to the SHERIFF upon written request.

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I. ~~INSURANCE AND INDEMNIFICATION~~ ARAMARK shall furnish certificates of insurance as follows:

Worker's Compensation insurance as required by law

Comprehensive General (Public) Liability to include (but not limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability-bodily injury, \$1,000,000 per occurrence; property damage \$1,000,000 per occurrence, or a combined single limit for bodily injury and property damage of \$1,000,000.00.

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The SHERIFF and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

I (a) Indemnification

CNH 6-25-02

ARAMARK agrees to defend, indemnify and hold harmless the SHERIFF, its officers, employees, agents and servants for claims for death, bodily injury and damage to tangible property caused by the negligence or a wrongful act of ARAMARK in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that ARAMARK shall not be responsible for damages caused by inmates. Neither any of the SHERIFF's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of ARAMARK and no liability is or will be incurred by ARAMARK to such persons, except for personal injury to such persons caused by ARAMARK's negligence. The SHERIFF agrees to defend, indemnify and hold ARAMARK harmless from any liability claim by or through such persons against ARAMARK. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

J. **COMPLIANCE WITH LAWS:** Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The SHERIFF shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

K. **RETURN OF EQUIPMENT:** ARAMARK shall return to the SHERIFF at the expiration or on any termination of this Agreement the commissary areas under ARAMARK's control and all equipment furnished by the SHERIFF in the condition in which received, except for ordinary wear and tear and except to the extent that such commissary areas and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that such equipment may have been stolen by persons other than employees of ARAMARK without negligence on the part of ARAMARK or its employees.

L. **LICENSE, FEES, PERMITS, AND TAXES:** ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the commissary operation. ARAMARK shall be responsible for all sales, use, excise and state and local business and income taxes attributable to the commissary operation and the sales of Products.

M. **ADDITIONAL SERVICES:** Upon request, ARAMARK may from time to time provide additional training services to the SHERIFF and its personnel, training such personnel in the operation of the ACTFAS System. ARAMARK will bill for, and the SHERIFF shall pay, ARAMARK's then-current fee for such training services, and the SHERIFF shall reimburse ARAMARK for travel, meals and lodging expenses, and the direct cost of training materials, incurred in connection with such training services.

### 3. FINANCIAL ARRANGEMENTS:

A. **PRODUCT ORDERS:** ARAMARK shall process orders for Products from inmates in accordance with ARAMARK's standard procedures. The SHERIFF shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that ARAMARK shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

**B. BILLING AND PRICES:** ARAMARK shall determine the prices at which Products shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, ARAMARK may increase its prices to recover such increased costs, maintaining its historical mark-up. ARAMARK shall have the right to implement such price increases ten (10) working days after mutual agreement with the SHERIFF of ARAMARK's need to do so. ARAMARK shall submit to the SHERIFF on the first day of every month, for the preceding month, an invoice for total Gross Sales of Products made during such month, and other goods or services provided by ARAMARK during such month, if any. The term "Gross Sales" shall mean total Products sales, including but not limited to, Indigent Product sales, including sales or use taxes, less authorized returns. The term "Net Sales" shall mean total Products sales, including but not limited to, Indigent Product sales, less sales or use taxes and authorized returns. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the SHERIFF for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, no returns will be honored, unless the inmate who ordered a Product, refuses delivery of such Product at the time such Product is delivered, or unless such inmate is released prior to such delivery, and fails to claim such Product within seventy-two (72) hours after release.

**C. MANNER OF PAYMENT:** ARAMARK shall bill the SHERIFF on a monthly basis for Gross Sales made during the immediately preceding month, together with any additional services provided during such month. Payment shall be made by check payable to ARAMARK Correctional Services, Inc. within ten (10) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, Inc.  
P.O. Box 406019  
Atlanta, Georgia 30384-6019

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 7 hereof.) If any invoices are not paid within twenty-five (25) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term "Prime Interest Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within ten (10) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the SHERIFF agrees to pay reasonable attorney's fees and other costs.

ARAMARK shall provide the SHERIFF with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the SHERIFF or his designee each month.

**D. COMMISSIONS:** Year 1 of the Agreement, ARAMARK shall pay to the SHERIFF a commission in an amount equal to eighteen percent (18.0%) of Net Sales of all Products, other than tobacco products, stamps and pre-stamped envelopes and Indigent Products provided by ARAMARK. Year 2 of the Agreement, ARAMARK shall pay to the SHERIFF a commission in an amount equal to twenty percent (20.0%) of Net Sales of all Products, other than tobacco products, stamps and pre-stamped envelopes and Indigent Products provided by ARAMARK. Year 3 of the Agreement, ARAMARK shall pay to the SHERIFF a commission in an amount equal to twenty-two percent (22.0%) of Net Sales of all Products, other than tobacco products, stamps and pre-stamped envelopes and Indigent Products provided by ARAMARK. Years 4 and 5 of the Agreement, ARAMARK shall pay to the SHERIFF a commission in an amount equal to twenty-two percent (22.0%) or higher (commission will be reviewed annually and mutually agreed upon by SHERIFF and ARAMARK) of Net Sales of all Products, other than tobacco products, stamps and pre-stamped envelopes and Indigent Products provided by ARAMARK. Within fifteen (15) days after the end of each month, ARAMARK shall deliver the SHERIFF to a check covering commissions on Net Sales made during such month.

**E. RENEGOTIATION:** The fiscal arrangements in this Agreement are based on conditions existing on the date ARAMARK commences operations, including, for example, the CENTER's inmate population, the availability of inmate labor, Product and equipment and software-related costs, Federal, State and local sales, and other taxes and other operation costs, and the manner in which the Index (hereinafter defined) is calculated. ARAMARK has relied on representations regarding existing and future conditions made by the SHERIFF in connection with the negotiation and execution of this Agreement. In the event of a change in such conditions or the inaccuracy or breach of, or the failure to fulfill, any representations made by the SHERIFF, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

4. ACCESS AND RECORDS: ARAMARK will maintain accurate books and records in connection with the commissary service operation and shall retain such records for twelve (12) months after the expiration or any termination of this Agreement.

5. TERM OF AGREEMENT: This Agreement shall commence on April 3, 2002, and shall continue through April 2, 2007. Thereafter, the SHERIFF may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the commission payable to the SHERIFF, for the extension period, have been mutually agreed upon by the SHERIFF and ARAMARK.

6. TERMINATION:

A. TERMINATION FOR CONVENIENCE: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon sixty (60) days notice to the other party.

B. TERMINATION FOR DEFAULT: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. CONSEQUENCES OF TERMINATION: If this Agreement is terminated under any circumstances, the SHERIFF shall pay ARAMARK for all services provided by ARAMARK up to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The SHERIFF's obligation to pay for services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the SHERIFF agrees, if requested by ARAMARK, to purchase ARAMARK's usable inventory of products and supplies. The purchase price for such inventory shall be ARAMARK's invoice cost.

7. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.



8. CONFLICTS OF INTEREST: ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the SHERIFF and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

9. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, the ARAMARK System, related to or utilized in ARAMARK's business (collectively, the "ARAMARK Proprietary Information") is and shall remain confidential and the sole property of ARAMARK and constitutes trade secrets of ARAMARK. The SHERIFF shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The SHERIFF shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Upon the expiration or any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any ARAMARK Proprietary Information, shall be returned to ARAMARK.

10. PRESS RELATIONS: ARAMARK shall coordinate with the SHERIFF or CENTER Administrator on any and all press or media releases.

11. EXTENT OF AGREEMENT: This Agreement, together with ARAMARK's proposal, represents the entire agreement and understanding between the SHERIFF and ARAMARK and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the SHERIFF and ARAMARK.

12. SEVERABILITY: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

13. WAIVER: The failure of ARAMARK or the SHERIFF to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

ARAMARK Correctional Services, Inc.

APPROVED AS TO CONTENT:

The Sheriff of the County of Washtenaw  
State of Michigan

By: [Signature]  
President

By: [Signature] 5-1-02  
Daniel J. Mizner

Attest: P. Murphy

Attest: [Signature] 5-1-02  
HERBERT F. MARLOWE

ATTESTED TO:

WASHTENAW COUNTY

By: [Signature]  
Peggy M. Haines Date  
County Clerk/Register 9-4-02

By: [Signature] 8/30/02  
Robert E. Guenzel Date  
County Administrator

APPROVED AS TO FORM:

By: [Signature] 8-27-02  
Curtis N. Hedger Date  
Washtenaw County Corporation Council



## INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

### ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$8.70 per hour with benefits or \$10.20 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ATTESTED TO:

By: Peggy M. Haines  
Peggy M. Haines (DATE)  
County Clerk/Register 8-4-02

WASHTENAW COUNTY

By: Robert E. Guenzel  
Robert E. Guenzel (DATE)  
County Administrator 8/30/02

APPROVED AS TO CONTENT:

By: Daniel J. Minzey  
Daniel J. Minzey (DATE)  
Sheriff 8-27-02

CONTRACTOR

By: Norm Miller  
Norm Miller (DATE)  
President 7/31/02

APPROVED AS TO FORM:

By: Curtis N. Hedger  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel 8-27-02