

## FOURTH AMENDATORY AGREEMENT

**THIS FOURTH AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **COMPASS GROUP USA, INC.**, a Delaware corporation, doing business at 123 Yuma Street, Denver, Colorado 80223 (the “Vendor” or “Contractor”), collectively the “Parties”.

### WITNESSETH:

**WHEREAS**, the City and VendOne, Inc., entered into an agreement dated May 18, 2010 and amended the agreement on May 16, 2011, September 18, 2012 and August 7, 2013 to provide beverage vending machines at the Denver County Jail and the Downtown Detention Center (collectively the “Agreement”);

**WHEREAS**, Compass Group USA, Inc, is the successor to VendOne, Inc;

**WHEREAS**, the Agreement, expired by its terms on March 31, 2014; and

**WHEREAS**, rather than enter into a new contract the Parties desire to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement to extend the term and incorporate in a new Scope of Work.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to Exhibit A and Exhibit A-1 in the Agreement shall be replaced by Exhibit A-2, attached hereto and incorporated herein by this reference.

2. Article 3 of the Agreement entitled “**TERM**” is hereby amended to read as follows:  
“3. **TERM**: The Agreement will commence on April 1, 2010 and will expire March 31, 2015 (the “Term”).”

3. This Fourth Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

4. Except as herein amended, the Agreement is revived, affirmed and ratified in each and every particular and the Vendor assumes all of the obligations of the Agreement.

[SIGNATURE PAGES FOLLOW]

**Contract Control Number:** SHERF-RC01013-04

**Contractor Name:** Compass Group USA, Inc.

By: Chris Hulick

Name: Chris Hulick  
(please print)

Title: Division President  
(please print)

Signature Date: 6/6/2014

**ATTEST: [if required]**

By: \_

Name:  
(please print)

Title:  
(please print)



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Exhibit A-2**

**(Exhibit on Following Page)**

## EXHIBIT A-2

### SCOPE OF WORK – VENDING SERVICES

#### **PURPOSE**

Compass Group USA, Inc shall provide vending services at both the Denver County Jail and the Downtown Detention Center.

#### **SCOPE**

The Vendor will be responsible for three types of vending machines. They are:

- Token vending
- Cash only vending
- Bill Changer

Vendor shall install vending machines at the specific locations and in the numbers set forth herein, or as otherwise proposed and approved by the City. All vending machines shall be installed within thirty (30) days of execution of this Agreement. Vendor shall have the right to request additions, deletions and/or alternate locations for its machines; all modifications or deviations from the list of approved locations shall be approved in writing by the City and be partially based upon average productivity. There will be no charge to the City for the adding or removal of vending machines.

#### ***Maintenance/Service/Restocking***

The Vendor agrees to properly install, service, and maintain the equipment in good operating condition, to keep equipment in good repair, and to keep the equipment stocked with standard brands of merchandise.

The Vendor shall be required to provide service 24 hours, 7 days per week.

Vendor shall insure service phone numbers are visible on all vending machines

#### ***Compensation***

Tokens are held and accounted through Keefe Commissary Network (DSD's commissary vendor). Based on the Commissary Sales report (see below), DSD will compensate the Vendor monthly at a rate of \$0.50 for each token sold.

DSD will run the monthly Commissary Sales report from the current Commissary system showing the amount of tokens sold to inmates. The report will also show the total number of returned tokens. The difference will be sent to the Vendor in order for the Vendor to invoice DSD at a rate of \$0.50 per token.

Vendor will pay a 20% commission to the Inmate Welfare Fund (Fund) on the total amount collected in the vending machine. ( Total amount = (number items sold) x (vending price) less sales tax)

In addition, the Vendor will pay a 20% commission to the Fund on the total amount from the cash-only vending machine.

The commission amount is to be paid on a monthly basis within 15 days of the end of the prior month to:

Inmate Welfare Fund  
5440 Roslyn Street, Bldg 5, Suite 303  
Denver, CO 80216

Because the bill changer is a one-for-one exchange, a commission is not paid on those transactions.

***Machines and Pricing***

At both DSD facilities, Vendor shall provide multiple vending machines that will require tokens. These machines shall be placed throughout the facilities where inmates will have access to purchase a snack and/or beverage of their choice. Tokens are purchased by the inmates through the Keefe Commissary Network or whatever may be DSD’s current Commissary vendor. Additionally, the Commissary vendor keeps and accounts for these tokens. The selling price of a token is \$0.50.

The current vending pricing to the inmate is as follows:

Item	Tokens Needed	Cost to Inmate
Candy	2	\$1.00
Chips	2	\$1.00
Pastry	3	\$1.50
Soda (20 oz.)	3	\$1.50

Vendor shall provide a “Bill Changer” machine which converts currency into tokens. This machine will be placed in the Work Release Building. An inmate will receive two tokens for one dollar, 10 tokens for a five dollar bill, etc.

Vendor shall place a Pepsi beverage vending machine in the Unit 4 (medical unit) building, which will accept cash instead of tokens. The vend price in this machine is \$1.25 for all items (20 oz. beverages). Vendor will pay monthly a 20% commission to the Fund on all sales (after sales tax) from the Unit 4 cash-only Pepsi machine.

Each vending machine shall be clearly marked with the Vendor name, address, and phone number for requests for repairs or refunds.

***Refunds***

The City will not be responsible for disputes over refunds

***Examination of Records***

The Comptroller General of the United States of America or his authorized representative, or any authorized agent of the City, including the City Auditor or his representative, or any authorized representative of the State of Colorado, has the right to access and the right to examine any pertinent books, documents, papers and records of the Vendor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the

applicable statute of limitations. The Vendor shall keep true and complete records, and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Vendor to be correct. The Vendor agrees to establish and maintain a system of bookkeeping satisfactory to the Manager or the City's Auditor and to give any authorized representatives of the State or the City access during reasonable hours to such books and records. The State of Colorado or the City's Auditor shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, returns, papers and files of the Vendor related to this Agreement, whether prepared manually or electronically, and the Vendor, upon request, shall make all such matters available for such examination. If said records exist in electronic form, the Vendor shall maintain a means of transferring said records to hardcopy form. The Vendor's obligation to retain the above records shall expire three (3) years after the Vendor's statement for any period has been delivered to the City.

**Equipment Placement**

Downtown Detention Center:

Denver County Jail [New Down Town Jail]	Pop B Pepsi / 3A
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 3B
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 3C
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 3E
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 3F
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 4A
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 4B
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 4C
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 4E
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 4F
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 4G
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 4H
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 5C
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 5D
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 5G
Denver County Jail [New Down Town Jail]	Pop B Pepsi / 5H

Denver County Jail:

xDenver County Jail [Corridor]	Pop B Pepsi Corridor
xDenver County Jail [Unit 4]	Pop B Pepsi Unit 4 – <b>cash only</b>
xDenver County Jail Staff Lounge	Machine 94356 – <b>cash only</b>
Denver County Jail [Unit 20]	Pop B Pepsi Unit 20 2nd Fl.
Denver County Jail [Unit 20]	Pop B PEPSI Bldg. 20 1st floor
xDenver County Jail [Unit 21 Bldg.]	Pop B PEPSI unit 21 2nd Floor
xDenver County Jail [Unit 21 Womens]	Pop B PEPSI Unit 21 Women 1st floor
xDenver County Jail [Unit 22A]	Pop C Unit 22A
xDenver County Jail [Unit 22B]	Pop B Pepsi Unit 22B
xDenver County Jail [Unit 22C]	Pop B PEPSI Unit 22C
xDenver County Jail [Unit 22D]	Pop B PEPSI Unit 22D
xDenver County Jail [Work Release Building]	Snack AP 113 Work Release Token
xDenver County Jail [Work Release Building]	Pop B PEPSI Bldg 19/VM1554 Token
xDenver County Jail [Work Release Building]	Snack Work Release Token
xDenver County Jail [Work Release Building]	Pop Work Release Front Entrance

