

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20060349**

**1. ACTION REQUESTED/PURPOSE:** Approve and execute Vending Machine License Agreement for Use of County Property at Lakes Regional Park between Lee County Board of County Commissioner and Crumbles Concessions.

**2. WHAT ACTION ACCOMPLISHES:** Allows establishment of an indoor vending area for park patrons to have food and drinks available while visiting the Lakes Regional Park.

**3. MANAGEMENT RECOMMENDATION:** Approve and execute license agreement.

**4. Departmental Category: //** C11A **5. Meeting Date:** 04-04-2006

<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b> <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other		<b>8. Request Initiated:</b> <b>Commissioner</b> _____ <b>Department</b> <u>Parks &amp; Recreation</u> <b>Division</b> _____ <b>By:</b> <u>John Yarbrough</u> <i>John Yarbrough</i>
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**9. Background:** Lakes Park visitors frequently request the opportunity to purchase snacks and beverages while enjoying the Lakes Regional Park. Staffed concession operations have not consistently provided food and beverage availability during park hours. The establishment of the vending area within a portion of the existing concession building will allow snacks and drinks to be purchased during the entire park operating day.

**10. Review for Scheduling:**

CCW Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>JM</i> 3-17-06	<i>[Signature]</i>	<i>N/A</i>		<i>[Signature]</i> 3/23/06	<i>[Signature]</i> 3/23/06	<i>[Signature]</i> 3/23/06	<i>[Signature]</i> 3/23/06	<i>[Signature]</i> 3/23/06	<i>[Signature]</i> 3-24-06

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
<u>3-23-06</u>
<u>3-57</u> <i>[Signature]</i>
COUNTY ADMIN
FORWARDED TO:
<u>3/24/06</u>
<u>877</u>

Rec. by CoAtty
Date: <u>3/23/06</u>
Time: <u>5:45 PM</u>
Forwarded To:
Co. Man.
<u>3/23/06</u>

**VENDING MACHINE LICENSE AGREEMENT**  
**FOR USE OF COUNTY PROPERTY**  
**AT LAKES REGIONAL PARK**

This Vending Machine License Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, between Lee County, a political subdivision of the State of Florida (hereinafter referred to as "County") and Crumbles Concessions, a for-profit corporation, located at 10577 Arlingford Blvd., Lehigh Acres, FL 33936, (hereinafter referred to as "Vendor").

WHEREAS, the County maintains and owns certain government facilities and buildings and;

WHEREAS, Vendor desires to obtain a license to place food product vending machines in or about a County facility; and

WHEREAS, the County desires to accommodate County employees and the public utilizing these facilities by having vending operations available.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the mutual terms, covenants and conditions contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties acknowledge and agree as follows:

1. The above representations are true and correct and are incorporated herein as part of this Agreement.

2. County hereby grants a license to Vendor and Vendor hereby accepts this license from the County, for space for the placement of \_\_\_\_\_ ( ) vending

machines at Lee County's Lakes Regional Park to be located or placed in the areas described on the attached Exhibit A, hereto.

3. Vendor agrees to stock vending machines with soda, water, sport drinks, fruit juices, chips, candy and ice cream, and other items as mutually agreed upon. Vending machines will be stocked and operable during park hours. All products will need to be approved, in advance, by the Lee County Parks and Recreation Director, or other designated county staff.

4. County will provide Vendor with one (1) parking space to be used for access to service the vending machines.

5. This Agreement will be for two (2) years, commencing on the date of execution of this Agreement. This Agreement may be renewed for an additional two (2) years if agreed to by both parties in a formal writing.

6. Vendor must obtain all required insurance, occupational licenses and health certificates prior to the signing of this Agreement. Insurance shall be in the amounts specified on the attached Exhibit "B".

7. During the term of this Agreement, Vendor shall cause to be paid to the County one and one-half percent (1 ½%) of the total sales derived from each of the \_\_\_\_\_ ( ) vending machines on the County's property. Total sales is defined as the amount in the aggregate derived from vending drink sales (less sales tax), vending snack sales (less sales tax) and all other vending sales (less sales tax) as reported by Vendor. The County, at reasonable times, may examine Crumbles Concessions Federal Income Tax returns and sales records in order to monitor and verify the payment of fees.

The County may terminate this agreement if Crumbles Concessions refuses to permit access for examination.

8. Vendor shall cause payment to be made to the County bi-monthly. Such payments shall be submitted to the County not later than the last business day of the month following each bi-monthly reporting period.

9. Vendor shall be solely responsible for the following: all cleaning, maintaining and rotation or replacement of the vending machines and the stock that is placed in them for sale. Vendor shall keep area clean and free of debris and trash. Vendor is responsible for disposal of Vendor's trash.

10. The County assumes no liability for any of the vending machines or the products therein as installed by Vendor on County property pursuant to this License Agreement. Vendor shall, during the term hereof, maintain and keep in good repair the vending machines on the County's property, and insure the general freshness of the products for sale.

11. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be modified or amended, nor may any terms or provisions hereof be waived or discharged, except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. Should any of the provisions of this Agreement be

deemed unenforceable, all remaining terms and conditions shall remain in full force and effect.

12. County reserves the sole right to modify or change the space used by Vendor at any or all of County's property. Should County elect to do so, it shall provide Vendor with five (5) days notice of its intent to do so.

13. County or Vendor may terminate this Agreement at any time and for any reason with no less than forty-eight (48) hours notice.

14. All machines installed by Vendor are at its sole cost and risk. Vendor will be solely liable for money damages in tort for any injuries to or losses of property, personal injury or death caused by the negligent or wrongful acts or omissions of the vendor or any agent or employee of the Vendor while acting within the scope of the employee's or agent's employment or caused by any product sold or dispensed by any of Vendor's machines.

15. Vendor will indemnify the County from any legal expenses that may be incurred by the County in defending against a suit or cause of action for injuries sustained by any person while using one of Vendor's machines or consuming a product from one of Vendor's machines.

(remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the parties have set their hands and seals, the day and year first above written.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Attorney's Office

WITNESSES

CRUMBLES CONCESSIONS

\_\_\_\_\_  
Witness Printed Name

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

\_\_\_\_\_  
Witness Signature

Debra Crum

Title: \_\_\_\_\_

Alise Flayjack  
Witness Printed Name

Alise Flayjack  
Witness Signature

STATE OF FLORIDA  
COUNTY OF LEE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_, Authorized Representative of (Vendor), and acknowledged that he executed the foregoing Agreement for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

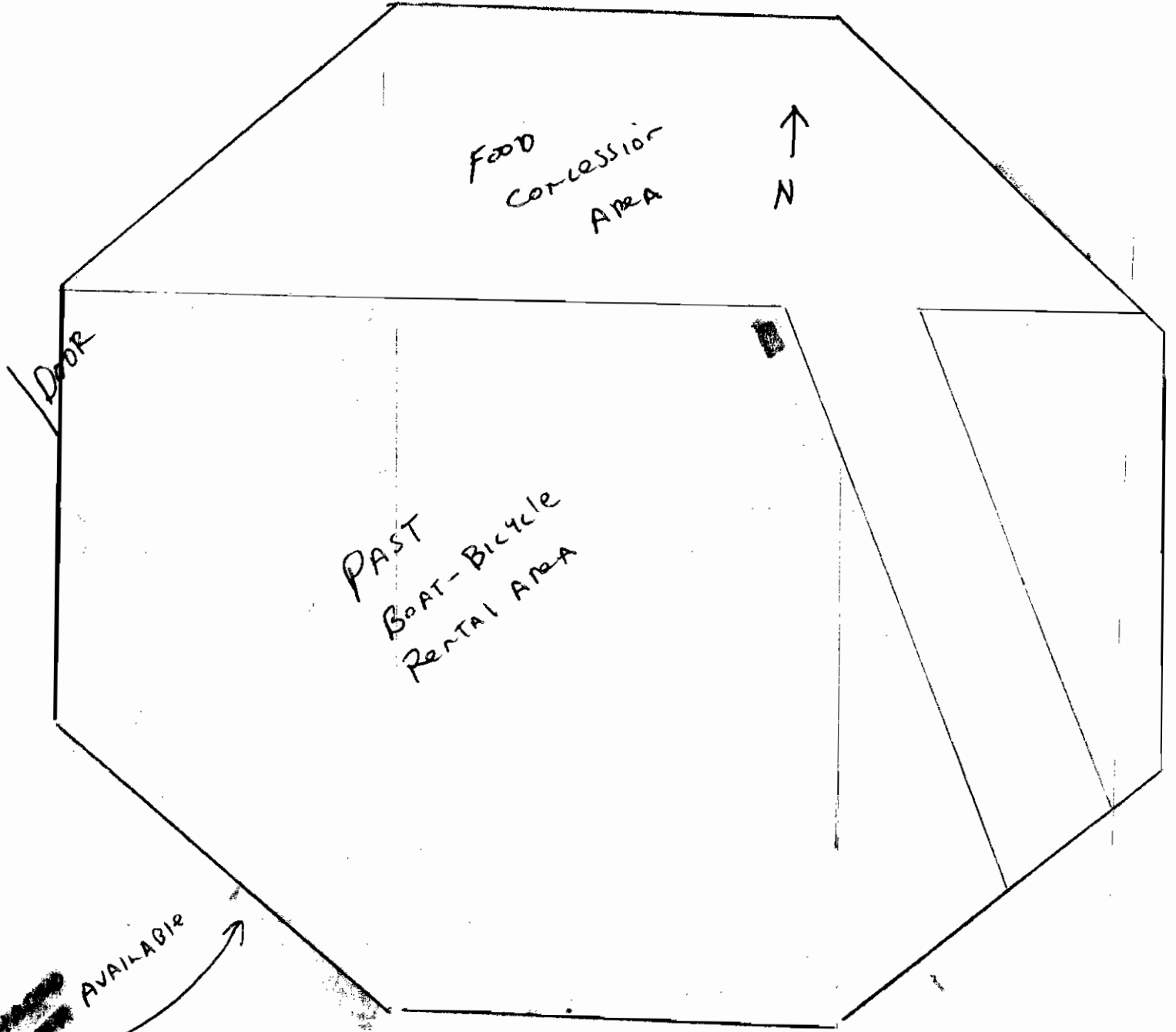
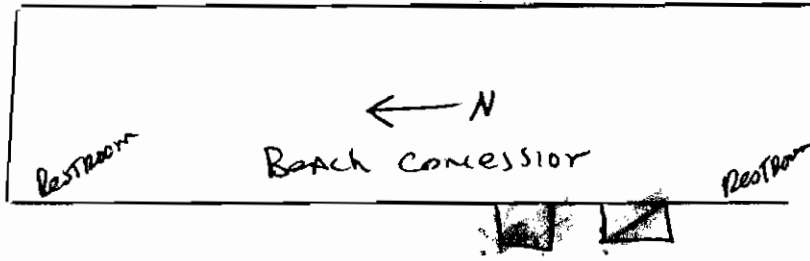
IN WITNESS WHEREOF, I have set my hand and official seal at Levy Park in the State and County aforesaid on the 11<sup>th</sup> day of February, 2006.

Bonnie Peters  
Notary Public

My Commission Expires: 11-8-05  
(SEAL)



EXHIBIT "A"



SPACE AVAILABLE  
FOR VENDING MACHINES

EXHIBIT "B"

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.

- a. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees as required by Florida Law. Employers' liability will have minimum limits of:

\$100,000 per accident  
\$500,000 disease limit  
\$100,000 disease limit per employee

- b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 combined single limit (CSL) of BI and PD

- c. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 combined single limit (CSL) of BI and PD

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy.***



FROM : ATKINSON & ASSOC. INSURANCE

FAX NO. : 2396893826

Mar. 03 2006 02:12PM P1

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID 12 CRIME-2	DATE (MM/DD/YYYY) 03/03/06
PROVIDER <b>Atkinson &amp; Assoc. Insurance</b> 1537 Brantley Rd, Bldg C Fort Myers FL 33907 Phone: 239-437-8555 Fax: 239-689-3826		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
<b>Crashles Concessions LLC</b> 10577 Arlington Blvd Lehigh Acres FL 33938		INSURER A: <b>Essex Insurance Company</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	20060303TRD	03/03/06	03/03/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (20 occurrences)
	<input type="checkbox"/> GRM AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				\$ 300000 \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 300000 GENERAL AGGREGATE \$ 600000 PRODUCTS - COMP/OP AGG \$ 600000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY WORKERS COMPENSATION/EXECUTIVE OFFICERS/EMERGENCY EXCLUDED? YES <input type="checkbox"/> NO <input type="checkbox"/>				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Mobile Hot Dog Cart & Snack Vending Machines Lee County is named as an additional insured with respects to the general liability insurance. \*10 Days Notice of Cancellation for Non-Payment of Premium per Florida State Law**

<b>CERTIFICATE HOLDER</b>  LEE COUNTY PARKS & RECS DEPT P.O. BOX 398 FORT MYERS FL 33902	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE O.T. Thomas
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