COUNTY OF GLENN
AGENDA ITEM TRANSMITTAL

MEETING DATE: JULY 17, 2007

Submitting Department(s):
PLANNING & PUBLIC WORKS AGENCY
FACILITIES DIVISION

BRIEF SUBJECT/ISSUE DESCRIPTION:
AUTHORIZE INSTALLATION OF TWO VENDING MACHINES,
ONE FOR SNACKS AND ONE FOR COLD DRINKS, IN THE
GLENN COUNTY COURTHOUSE, WILLOWS.

Contact: BOBBÉ LEWIS, FACILITIES MANAGER
Phone: 934-6545

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AGENDA PLACEMENT

APPOTMENT - Appearances by: (Specify Name & Title)

 Required __ Minutes

☐ Business – No ☑ Consent
☐ Correspondence ☐ Reports & Notices

AFFECTED DEPARTMENT(S)
Finance (For Information)

☐ Receive Concurrence

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ATTACHMENTS

☐ Board Report
☐ Letter
☐ Minute Order
☐ Contract
☐ Transfer
☐ Grant App.
☐ Resolution
☐ Ordinance
☐ Proclamation
☐ Policy Update
☐ Code Update
☐ Other
 Dept. authorized
Location Agr.

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LEGAL/PERSOENAL/FISCAL

☒ County Counsel
☐ Personnel
☐ Finance

CLERK INSTRUCTIONS

☒ Return Minute Order
☐ Return Certified Copy Of:
☐ Other:
 Return two original agreements to the Facilities Division for final
 execution & distribution to Dealer.

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PUBLIC HEARINGS &
COMMITTEE VACANCIES

☐ State
☐ Federal

LEGISLATION

Bill#: ______
☐ Latest Version of Bill
☐ Draft Letter Attached
☐ List of Supporters/Opposers
☐ Statement of Relevance to
 County Interests
☐ Description Attached

☐ General Fund Impact
☐ Other: ______
☐ Budgeted
☐ Transfer Attached
☐ 4/5ths Vote Required
☐ Contingency Request

CONTRACTS, LEASES &
AGREEMENTS

☒ New ☐ Renewal
☐ Amendment
☐ Insurance Certificate
☐ Contract Report

Date of Original
Contract No.: AGR-07/08-01
Fiscal Year:

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RECOMMENDED ACTION/MOTION:

Authorize the Director of the Planning & Public Works Agency, to execute the attached VENDING MACHINE INDEPENDENT
LOCATION AGREEMENT for the installation of two vending machines in the Glenn County Courthouse located at 526 West
Sycamore St., Willows. The Independent Dealer is Harry Pedersen Vending from Redding.

Reviewed By (if applicable):

Personnel Director

Department of Finance

Administrative Representative

cc:
EXECUTIVE SUMMARY:

Currently, there is not a vending machine provider for the Willows Courthouse. The Facilities Division was approached by a vending machine company (Harry Pedersen Vending, from Redding), inquiring if he could install a vending machine in the Courthouse. Mr. Pedersen contacted the Courts who were receptive to having a vending machine installed for employees and the public’s use.

RECOMMENDATION(S):

Authorize the Agency Director to execute a “Vending Machine Independent Location Agreement” with Harry Pedersen Vending, to install two vending machines, one for snacks and one for cold drinks, at the Glenn County Courthouse, in Willows.

HISTORY AND BACKGROUND:

Various vendors have placed vending machines in County-owned buildings. The company is responsible for maintenance, repair, and insurance for theft and vandalism. The County agrees to provide space and an electrical outlet for the machines. In exchange for the cost of the electricity, the company agrees to reimburse the County for these costs. Harry Pedersen Vending will pay 15% commission of all money generated by the machines to the Facilities Division, on a monthly basis. A special meter was borrowed from PG&E to test the electricity usage of a similar vending machine. It was verified that the 15% commission will adequately cover the costs of these machines.

FISCAL/PERSONNEL IMPACT(S):

None. All commissions received will be deposited directly into the Facilities Division’s utilities account.

ANALYSIS/DISCUSSION:

Please approve the aforesaid matter.
VENDING MACHINE
INDEPENDENT LOCATION AGREEMENT
AGREEMENT NUMBER AGR-07/08-01

INDEPENDENT DEALER: HARRY PEDERSEN VENDING  DATE: July 17, 2007

NAME OF OWNER(S): HARRY PEDERSEN dba HARRY PEDERSEN VENDING

ADDRESS: 8562 RANCHETTE DRIVE  PHONE: (530) 243-7253

CITY: REDDING  STATE: CA  ZIP CODE: 96001

TYPE OF MACHINE(S): GPL SNACK VENDING MACHINE and
VENDO COLD DRINK VENDING MACHINE

LOCATION: GLENN COUNTY COURTHOUSE, 526 WEST SYCAMORE STREET, WILLOWS

It is mutually agreed that the INDEPENDENT DEALER, owner of the above machines, will install his/her machines at no cost or obligation to the LOCATION. The machines and contents thereof, are the exclusive property of the INDEPENDENT DEALER. It is also agreed that the machines may be removed at any time at the request of either party and that the machines will be removed by the INDEPENDENT DEALER only. The INDEPENDENT DEALER is responsible for maintenance, repair, and insurance for theft and vandalism. The locations are not leased. No statement has been written or implied as to the potential earnings. Management of LOCATION agrees to provide space and an electrical outlet for the machines.

THE PARTIES HERETO MUTUALLY AGREE AND PROMISE AS FOLLOWS:

INDEMNIFICATION: To the fullest extent permitted by law, HARRY PEDERSEN VENDING, the INDEPENDENT OWNER, shall indemnify, save, keep and hold harmless the County, and its Boards, officers and employees against and from any and all damages, claims, demands, suits, judgments, liability, expenses and cost, in law or equity, including but not limited to, reasonable attorney's fees and other costs for defense, injury, sickness or death arising directly or indirectly from, or in any way connected with the work performed hereunder, solely or allegedly claimed to have occurred due to misconduct or by negligent acts, errors or omissions of the INDEPENDENT OWNER, or any employee or subcontractor of INDEPENDENT OWNER, in the performance of the services under this agreement. Either party may terminate this agreement upon thirty (30) calendar days written notice.

SPECIAL INSTRUCTIONS:

INDEPENDENT DEALER will pay to LOCATION MANAGER, FIFTEEN PERCENT (15%) commission of all money generated by each machine on a monthly basis, as reimbursement for use of the electricity.

INDEPENDENT DEALER

HARRY PEDERSEN, Owner
dba Harry Pedersen Vending
8562 Ranchette Drive
Redding, CA 96001
(530) 243-7253  FAX Same

LOCATION MANAGER

DANIEL A. OBERMEYER, Director
Glenn County Planning & Public Works Agency
125 South Murdock Ave.
Willows, CA  95988
(530) 934-6545  FAX 934-6542

APPROVED AS TO FORM:

THOMAS C. AGIN, County Counsel
Glenn County, California
VENDING MACHINE
INDEPENDENT LOCATION AGREEMENT
AGREEMENT NUMBER AGR-07/08-01

INDEPENDENT DEALER ___________________ HARRY PEDERSEN VENDING ___________________ DATE ___________________ July 17, 2007 ___________________

NAME OF OWNER(S) ___________________ HARRY PEDERSEN dba HARRY PEDERSEN VENDING ___________________

ADDRESS ___________________ 8562 RANCHETTE DRIVE ___________________ PHONE ___________________ (530) 243-7253 ___________________

CITY ___________________ REDDING ___________________ STATE ___________________ CA ___________________ ZIP CODE ___________________ 96001 ___________________

TYPE OF MACHINE(S): ___________________ GPL SNACK VENDING MACHINE and ___________________

VENDO COLD DRINK VENDING MACHINE ___________________

LOCATION: ___________________ GLENN COUNTY COURTHOUSE, 526 WEST SYCAMORE STREET, WILLOWS ___________________

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LOCATION MANAGER

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125 South Murdock Ave.
Willows, CA 95988
(530) 934-6545 FAX 934-6542

APPROVED AS TO FORM:

THOMAS C. AGIN
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Glenn County, California