

# SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** July 8, 2004  
**Department Name:** General Services  
**Department No.:** 063  
**Agenda Date:** July 20, 2004  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Ron Cortez, Director  
General Services Department

**STAFF CONTACT:** Connie Smith, Agent (568-3097)  
Real Estate Services Section

**SUBJECT:** First Amendment to License Agreements for Vending Machines in County Facilities  
County Wide; Files: YI3086, YI3087, and YI3088

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## **Recommendation(s):**

That the Board of Supervisors consider recommendations regarding Amendments to License Agreements for Vending Machines in County Facilities extending the agreements for the period of January 28, 2004 to January 31, 2007 on a trial basis to incorporate nutritional snacks and beverages, as follows:

- A. Execute the First Amendment to the License Agreement between the County of Santa Barbara and San Luis Vending, a local vendor, in the North County;
- B. Execute the First Amendment to the License Agreement between the County of Santa Barbara and Lompoc Vending dba Lindberg Vending, a local vendor, in the Central County; and
- C. Execute the First Amendment to the License Agreement between the County of Santa Barbara and Snackman Vending, a local vendor, in the South County.

## **Alignment with Board Strategic Plan:**

The recommendation is primarily aligned with Goal No. 2. A Safe and Healthy Community in Which to Live, Work, and Visit.

## **Executive Summary and Discussion:**

After extensive research, the General Services Department initiated an RFS and bid process for vending machine operators for placement and servicing of vending machines in county facilities, and on January 28, 1997, bids were awarded to San Luis Vending in the North County, Lompoc Vending in the Central County, and Snackman Vending in the South County, and License Agreements were executed by your Board. The License Agreements granted the Licensees a 3-year term with five 1-year renewal options which could be

Subject: First Amendment to License Agreement for Vending Machines in County Facilities;  
COUNTY WIDE, Folios: YI 3086, YI 3087 and YI 3088

Agenda Date: July 20, 2004

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exercised by mutual consent of the parties. General Services was granted approval authority to exercise the renewals on behalf of the Board.

National focus on obesity in adults and children, as well as, prompting from County Public Health/Nutrition Services staff compelled the General Services/Facilities Services Division to work on a program to introduce healthy snacks and beverages in all vending machines in County facilities. With the introduction of State Senate Bill 19 (SB19), Public Health/Nutrition Services is spearheading efforts to encourage healthy eating habits in Santa Barbara County. Nutrition Services has been working with the various school districts in the County on a similar project and was able to provide General Services information and materials to assist with the vending machines amendment project. Additionally, Public Health/Nutrition Services generated, distributed, and tallied results of a survey to north county employees. The results of the survey were overwhelming in that County employees would like to see more healthy snacks and beverages made available to them in the vending machines.

The amendments will provide a 3-year pilot program, which includes a monthly reporting system to the County on sales data. The sales data will allow the County and Licensees to monitor the program in all areas of the County and adjust the amount of healthy snacks and beverages offered in any vending machine. County staff will work with the Licensees during the pilot program to ensure a successful program. A successful program will be one that meets the County's goal for promoting healthy eating habits within our workforce and the public we serve, while allowing the Licensees to realize the monetary profits of making healthy foods, good business.

**Mandates and Service Levels:** No change in services.

**Fiscal and Facilities Impacts:**

The original License Agreement required the Licensees to pay a 14% commission from cash sales received, on a monthly basis. This requirement has been extended into the 3-year trial period. The revenues paid will continue to be deposited into the rental property program 1207 of General Services and used to administrate and property manage the vending program.

**Special Instructions:**

Upon approval and execution by the Board, the Clerk should distribute as follows:

- |  |   |
|--|---|
| 1. Original Amendments                             | Official File   |
| 2. Duplicate Original Amendments<br>& Minute Order | Attn: Connie Smith, GS/Facilities Services Div.,<br>Courthouse, 2 <sup>nd</sup> Floor Annex |

**Concurrences:**

Public Health/Nutrition Services

Project: First Amendment to Vending  
Machine Operations License,  
Area "A"

Folio: YI3086

Agent: CS

## FIRST AMENDMENT TO LICENSE AGREEMENT

**THIS FIRST AMENDMENT TO LICENSE AGREEMENT** is made by and between  
the

COUNTY OF SANTA BARBARA, a  
political subdivision of the State of  
California, hereinafter "COUNTY,"

and

SAN LUIS BEVERAGE hereinafter  
referred to as "LICENSEE,"

with reference to the following:

**WHEREAS**, LICENSEE has been providing vending machines and servicing them in county-owned or leased space pursuant to a License Agreement (hereinafter "License") dated January 28, 1997, which is scheduled to expire on January 27, 2004; and

**WHEREAS**, LICENSEE has provided vending machines in various locations and dispenses those items the LICENSEE believes will best serve the customers; and

**WHEREAS**, COUNTY is endorsing the nutritional guidelines in Senate Bill 19, which has now been added to the Education Code under Chapter 9 of Part 27 Article 2.5 commencing with Section 49430, and is referred to as the "Pupil Nutrition Health, and Achievement Act of 2001;" and

**WHEREAS**, both parties agree to establish guidelines for food and beverages being sold to create a healthy food environment; and

**WHEREAS**, COUNTY will extend the term of the License for a period of approximately 3 years, to implement the nutrition standards for this program.

**NOW, THEREFORE**, in consideration of the premises and the provisions, covenants, and conditions hereinafter set forth, COUNTY and LICENSEE agree as follows:

1. Section 3, TERM/OPTIONS shall be repealed in its entirety and replaced with the following:

"3. **TERM:** The term of this License shall be 3 years more or less, commencing January 28, 2004 and expiring on January 31, 2007, unless sooner terminated as provided herein. The extended term of January 28, 2004 through January 31, 2007, is intended as a trial period, subject to LICENSEE complying with the provisions of Section 8, MERCHANDISE, as revised herein."

2. Section 8, MERCHANDISE, shall be amended by the addition of the following paragraph at the end of the section:

“Notwithstanding the above, LICENSEE shall, during the entire trial period, offer for sale from all Sites and all vending machines within LICENSEE’S License Area, not less than 50% food and beverage products which meet the nutritional standards of the ‘Pupil Nutrition, Health and Achievement Act of 2001’, as summarized on Exhibit “C”.

From time to time, COUNTY shall notify LICENSEE of Sites and vending machines to designate 100% of healthy food and beverage products to be sold and of sites where vend fronts should be replaced to reflect healthy products.

LICENSEE shall submit a monthly report (a blank form is provided as Exhibit “D” attached hereto and by reference made a part hereof) on a quarterly basis to COUNTY (General Services Department) within one month following the end of each quarter (in April, July, October and January) showing the sales data on each product in each vending machine at each site.”

3. Exhibit “C”, PRODUCT, PRICE AND COMMISSION SCHEDULE, shall be amended by the inclusion of Pages 2 and 3 attached herein and made a part hereof by this reference.

4. It is expressly understood that in all other respects, said terms and conditions of the original License Agreement dated January 28, 1997, shall be in full force and effect.

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Project: First Amendment to Vending  
Machine Operations License,  
Area "A"

Folio: YI3086

Agent: CS

**IN WITNESS WHEREOF**, COUNTY and LICENSEE have executed this First Amendment to License Agreement by the respective authorized officers as set forth below to be effective on January 28, 2004.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

\_\_\_\_\_  
Chair, Board of Supervisors

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

"LICENSEE"  
SAN LUIS BEVERAGE

By: \_\_\_\_\_  
Michael Karlak

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

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

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

APPROVED:

APPROVED:

\_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

\_\_\_\_\_  
John A. Forner, MBA, ARM  
Risk Program Administrator

**PRODUCT, PRICE AND COMMISSION SCHEDULE**

1. **SNACK MACHINES:**

Commission 14%

Chips

Candy Bars

Cookies

Microwave Popcorn

Mints

2. **SODA MACHINES:**

Commission 14%

Sodas

**CALIFORNIA Senate Bill 19 SUMMARY**  
**Nutritional Guidelines**

Snacks must have no more than 35% of its calories from fat, no more than 10% of its calories from saturated fat, and be no more than 35% sugar by weight. (All fruits with no added sugars are acceptable.)

Beverages shall only be milk, water or juice that is at least 50% fruit juice with no added sweeteners.

**PRODUCT, PRICE AND COMMISSION SCHEDULE**

**HEALTHY BEVERAGES AND SNACKS:**

Commission 14%

**Beverages which meet the SB19 nutritional guidelines follow. This is not a comprehensive list. Other products which meet the nutritional guidelines are also acceptable.**

Beverages:

- After the Fall Spritzers: Black Cherry, Concord Grape, Raspberry, Tangerine
- Aquafina Water
- Arrowhead Sparkling Mountain Spring Water w/Fruit Essence
- Arrowhead Water
- Campbell's Tomato Juice
- Dasani Water
- Dole Pineapple Juice
- Edensoy Soy Milk: Chocolate and Vanilla
- Juicy Juice: Apple, Berry, Grape, Punch
- Langer's Juice: Mixed Berry, Apple
- Martinelli's Sparkling Cider
- Milk: 1% and fat-free, regular and chocolate
- Minute Maid Orange Juice and 100% Juice "Blends"
- Minute Maid Disney Hundred Acre Wood 100% Juice
- Motts Apple Juice: Natural Style
- Pellegrino Sparkling Water
- Perrier Sparkling Water
- Propel
- Silk Soy Milk: Chocolate and Vanilla
- The Switch Pure Sparkling Juice
- Tropicana Juice: Apple and Grape

**EXHIBIT "C"**

Page 2 of 3

- V8, 100% Vegetable Juice
- Veryfine Fruit Juice
- Vitasoy Chocolate Milk
- Welch's Grape Juice

## Snacks:

- Barbara's Granola Bars: Cinnamon Raisin, Oats and Honey, Carob chip
- Barbara's Multigrain Cereal Bar: Cherry, Strawberry, Apple Cinnamon, Blueberry, Raspberry, Triple Berry
- Barbara's Snackimals: Chocolate Chip
- Chex Mix: Traditional
- Cliff Bar
- Dannon Light & Fit Non-Fat Yogurt
- Dannon light and Fit Non-Fat Creamy Yogurt
- Dole Fruit Bowls
- Environkidz Crispy Rice Bar
- Fresh Fruit and Vegetables
- Frito Lay Baked Doritos: Nacho Cheesier
- Frito Lay Baked Lays: Potato Crisps, KC Masterpiece BBW, Sour Cream & Onion
- Frito Lay Baked Ruffles: Potato Crisps, Cheddar and Sour Cream
- Frito Lay Baked Tostitos: White Corn Tortilla Chips, Bite Size Tortilla Chips
- Frito Lay Rold Gold
- Frunola Energy Bars
- Health Valley Cobbler: Apple, Blueberry, Strawberry
- Health Valley Solar Bars: Berry, Peanut Butter, Chocolate
- Kellogg's Nutri-Grain Cereal Bar
- Kellogg's Nutri-Grain Twists
- Kettle Krisps, Low-Fat: BBQ and Low-Salt
- Kettle Valley 100% Fruit Bars
- Kirkland Low-Fat Yogurt
- Kirkland's Trail Mix
- Luna Bars
- Mott's Applesauce Individual Cups
- Nature Valley Crunch Granola Bars
- Nature Valley Chewy Trail Mix Bars
- Natural Value Fruit Leathers
- Newman's Own Salted Rounds Pretzels
- Pita Snax
- Robert's American Gourmet: Plundered Booty, Potato Flyers with Balsamic Vinegar and Sea Salt, Potato Flyers with Pesto and Parmesan
- Snyder's of Hanover
- Tumaro's Krispy Crunchy Puffs





Project: First Amendment to Vending  
Machine Operations License,  
Area "B"

Folio: YI3087

Agent: CS

## FIRST AMENDMENT TO LICENSE AGREEMENT

**THIS FIRST AMENDMENT TO LICENSE AGREEMENT** is made by and between  
the

COUNTY OF SANTA BARBARA, a  
political subdivision of the State of  
California, hereinafter "COUNTY,"

and

LOMPOC VENDING dba LINDBERG  
VENDING, hereinafter referred to as  
"LICENSEE,"

with reference to the following:

**WHEREAS**, LICENSEE has been providing vending machines and servicing them in county-owned or leased space pursuant to a License Agreement (hereinafter "License") dated January 28, 1997, which is scheduled to expire on January 27, 2004; and

**WHEREAS**, LICENSEE has provided vending machines in various locations and dispenses those items the LICENSEE believes will best serve the customers; and

**WHEREAS**, COUNTY is endorsing the nutritional guidelines in Senate Bill 19, which has now been added to the Education Code under Chapter 9 of Part 27 Article 2.5 commencing with Section 49430, and is referred to as the "Pupil Nutrition Health, and Achievement Act of 2001;" and

**WHEREAS**, both parties agree to establish guidelines for food and beverages being sold to create a healthy food environment; and

**WHEREAS**, COUNTY will extend the term of the License for a period of approximately 3 years, to implement the nutrition standards for this program.

**NOW, THEREFORE**, in consideration of the premises and the provisions, covenants, and conditions hereinafter set forth, COUNTY and LICENSEE agree as follows:

1. Section 3, TERM/OPTIONS shall be repealed in its entirety and replaced with the following:

"3. **TERM**: The term of this License shall be 3 years more or less, commencing January 28, 2004 and expiring on January 31, 2007, unless sooner terminated as provided herein. The extended term of January 28, 2004 through January 31, 2007, is intended as a trial period, subject to LICENSEE

complying with the provisions of Section 8, MERCHANDISE, as revised herein.”

2. Section 8, MERCHANDISE, shall be amended by the addition of the following paragraph at the end of the section:

“Notwithstanding the above, LICENSEE shall, during the entire trial period, offer for sale from all Sites and all vending machines within LICENSEE’S License Area, not less than 50% food and beverage products which meet the nutritional standards of the ‘Pupil Nutrition, Health and Achievement Act of 2001’, as summarized on Exhibit “C”.

From time to time, COUNTY shall notify LICENSEE of Sites and vending machines to designate 100% of healthy food and beverage products to be sold and of sites where vend fronts should be replaced to reflect healthy products.

LICENSEE shall submit a monthly report (a blank form is provided as Exhibit “D” attached hereto and by reference made a part hereof) on a quarterly basis to COUNTY (General Services Department) within one month following the end of each quarter (in April, July, October and January) showing the sales data on each product in each vending machine at each site.”

3. Exhibit “C”, PRODUCT, PRICE AND COMMISSION SCHEDULE, shall be amended by the inclusion of Pages 2 and 3 attached herein and made a part hereof by this reference.

4. It is expressly understood that in all other respects, said terms and conditions of the original License Agreement dated January 28, 1997, shall be in full force and effect.

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Project: First Amendment to Vending  
Machine Operations License,  
Area "B"

Folio: YI3087

Agent: CS

**IN WITNESS WHEREOF**, COUNTY and LICENSEE have executed this First Amendment to License Agreement by the respective authorized officers as set forth below to be effective on January 28, 2004.

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

\_\_\_\_\_  
Chair, Board of Supervisors

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

"LICENSEE"  
LOMPOC VENDING DBA LINDBERG VENDING

By: \_\_\_\_\_  
Steven Lindberg

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

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

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

APPROVED:

APPROVED:

\_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

\_\_\_\_\_  
John A. Forner, MBA, ARM  
Risk Program Administrator

**PRODUCT, PRICE AND COMMISSION SCHEDULE**

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Cookies

Microwave Popcorn

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**CALIFORNIA Senate Bill 19 SUMMARY**  
**Nutritional Guidelines**

Snacks must have no more than 35% of its calories from fat, no more than 10% of its calories from saturated fat, and be no more than 35% sugar by weight. (All fruits with no added sugars are acceptable.)

Beverages shall only be milk, water or juice that is at least 50% fruit juice with no added sweeteners.

**PRODUCT, PRICE AND COMMISSION SCHEDULE**

**HEALTHY BEVERAGES AND SNACKS:**

Commission 14%

**Beverages which meet the SB19 nutritional guidelines follow. This is not a comprehensive list. Other products which meet the nutritional guidelines are also acceptable.**

Beverages:

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- Dasani Water
- Dole Pineapple Juice
- Edensoy Soy Milk: Chocolate and Vanilla
- Juicy Juice: Apple, Berry, Grape, Punch
- Langer's Juice: Mixed Berry, Apple
- Martinelli's Sparkling Cider
- Milk: 1% and fat-free, regular and chocolate
- Minute Maid Orange Juice and 100% Juice "Blends"
- Minute Maid Disney Hundred Acre Wood 100% Juice
- Motts Apple Juice: Natural Style
- Pellegrino Sparkling Water
- Perrier Sparkling Water
- Propel
- Silk Soy Milk: Chocolate and Vanilla
- The Switch Pure Sparkling Juice
- Tropicana Juice: Apple and Grape

**EXHIBIT "C"**

Page 2 of 3

- V8, 100% Vegetable Juice
- Veryfine Fruit Juice
- Vitasoy Chocolate Milk
- Welch's Grape Juice

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- Frunola Energy Bars
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- Health Valley Solar Bars: Berry, Peanut Butter, Chocolate
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- Robert's American Gourmet: Plundered Booty, Potato Flyers with Balsamic Vinegar and Sea Salt, Potato Flyers with Pesto and Parmesan
- Snyder's of Hanover
- Tumaro's Krispy Crunchy Puffs

## VENDING MACHINE OPERATIONS – MONTHLY SALES SHEET

			<b>Date sent to County:</b>		
<b>Vendor:</b>					
			<b>Sent to: County of Santa Barbara</b>		
<b>Signature:</b>			<b>Facilities Services/Real Estate Services</b>		
			<b>Courthouse, 2<sup>nd</sup> Floor Annex</b>		
<b>Location of Vending Machines:</b>			<b>Santa Barbara, CA 93101-6065</b>		
Refill Date	Vending Machine Location	Product	Counts per slots available	Number Sold	Number Discarded



Project: First Amendment to Vending  
Machine Operations License,  
Area "C"

Folio: YI3088

Agent: CS

## FIRST AMENDMENT TO LICENSE AGREEMENT

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and

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Project: First Amendment to Vending  
Machine Operations License,  
Area "C"

Folio: YI3088

Agent: CS

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"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

\_\_\_\_\_  
Chair, Board of Supervisors

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

"LICENSEE  
SNACKMAN VENDING

By: \_\_\_\_\_  
Eric Hall

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

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

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

APPROVED:

APPROVED:

\_\_\_\_\_  
Ronn Carlentine, SR/WA  
Real Property Manager

\_\_\_\_\_  
John A. Forner, MBA, ARM  
Risk Program Administrator

**PRODUCT, PRICE AND COMMISSION SCHEDULE**

1. **SNACK MACHINES:**

Commission 14%

Chips

Candy Bars

Cookies

Microwave Popcorn

Mints

2. **SODA MACHINES:**

Commission 14%

Sodas

**CALIFORNIA Senate Bill 19 SUMMARY**  
**Nutritional Guidelines**

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**PRODUCT, PRICE AND COMMISSION SCHEDULE**

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- Dasani Water
- Dole Pineapple Juice
- Edensoy Soy Milk: Chocolate and Vanilla
- Juicy Juice: Apple, Berry, Grape, Punch
- Langer's Juice: Mixed Berry, Apple
- Martinelli's Sparkling Cider
- Milk: 1% and fat-free, regular and chocolate
- Minute Maid Orange Juice and 100% Juice "Blends"
- Minute Maid Disney Hundred Acre Wood 100% Juice
- Motts Apple Juice: Natural Style
- Pellegrino Sparkling Water
- Perrier Sparkling Water
- Propel
- Silk Soy Milk: Chocolate and Vanilla
- The Switch Pure Sparkling Juice
- Tropicana Juice: Apple and Grape

**EXHIBIT "C"**

Page 2 of 3

- V8, 100% Vegetable Juice
- Veryfine Fruit Juice
- Vitasoy Chocolate Milk
- Welch's Grape Juice

Snacks:

- Barbara's Granola Bars: Cinnamon Raisin, Oats and Honey, Carob chip
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- Barbara's Snackimals: Chocolate Chip
- Chex Mix: Traditional
- Cliff Bar
- Dannon Light & Fit Non-Fat Yogurt
- Dannon light and Fit Non-Fat Creamy Yogurt
- Dole Fruit Bowls
- Environkidz Crispy Rice Bar
- Fresh Fruit and Vegetables
- Frito Lay Baked Doritos: Nacho Cheesier
- Frito Lay Baked Lays: Potato Crisps, KC Masterpiece BBW, Sour Cream & Onion
- Frito Lay Baked Ruffles: Potato Crisps, Cheddar and Sour Cream
- Frito Lay Baked Tostitos: White Corn Tortilla Chips, Bite Size Tortilla Chips
- Frito Lay Rold Gold
- Frunola Energy Bars
- Health Valley Cobbler: Apple, Blueberry, Strawberry
- Health Valley Solar Bars: Berry, Peanut Butter, Chocolate
- Kellogg's Nutri-Grain Cereal Bar
- Kellogg's Nutri-Grain Twists
- Kettle Krisps, Low-Fat: BBQ and Low-Salt
- Kettle Valley 100% Fruit Bars
- Kirkland Low-Fat Yogurt
- Kirkland's Trail Mix
- Luna Bars
- Mott's Applesauce Individual Cups
- Nature Valley Crunch Granola Bars
- Nature Valley Chewy Trail Mix Bars
- Natural Value Fruit Leathers
- Newman's Own Salted Rounds Pretzels
- Pita Snax
- Robert's American Gourmet: Plundered Booty, Potato Flyers with Balsamic Vinegar and Sea Salt, Potato Flyers with Pesto and Parmesan
- Snyder's of Hanover
- Tumaro's Krispy Crunchy Puffs

VENDING MACHINE OPERATIONS – MONTHLY SALES SHEET

<b>Vendor:</b>			<b>Date sent to County:</b>		
<b>Signature:</b>			<b>Sent to: County of Santa Barbara</b>		
<b>Location of Vending Machines:</b>			<b>Facilities Services/Real Estate Services</b>		
			<b>Courthouse, 2<sup>nd</sup> Floor Annex</b>		
			<b>Santa Barbara, CA 93101-6065</b>		
<b>Refill Date</b>	<b>Vending Machine Location</b>	<b>Product</b>	<b>Counts per slots available</b>	<b>Number Sold</b>	<b>Number Discarded</b>