



### MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 5/30/2024	Contract Number: 23-762 Title: type here Effective Date: May 8, 2020
<b>OFFICE OF PROCUREMENT SERVICES</b>  Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9765	<b>CONTRACTOR</b>  Name: A&M Vending Corporation, LLC Address: 5040 Hartwell Court City: St Cloud, FL 34711 ATTENTION: Emiliano Gonzalez amvendingcorp@gmail.com
<b>INSTRUCTIONS:</b> Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to revise service locations per the attached.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Emiliano Gonzalez</u> Print Name: <u>Emiliano Gonzalez</u> Title: <u>OWNER</u> Date: <u>5/30/2024</u> E-mail: <u>amvendingcorp@gmail.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: _____ <div>Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.05.31 07:33:41 -04'00'</div>
<b>Distribution:</b> Original – Bid File Copy – Contractor Contracting Officer	

**Lake County BOCC Vending Machine Service Locations on Contract**

Facility	Current Equipment	Coke or Pepsi Machine?	Total Estimated Employees	Public Access	Contact Person
Animal Control 28123 CR 561, Tavares	1 Soda Machine	Pepsi	23	High	Whitney
County Administrative Building (CAB) 315 W. Main Street, Tavares	1 Snack Machine, Change Machine 2 Soda Machine (can and bottle)	Both	132	High	Gretchen
Parking Garage Sinclair Avenue, Tavares	1 Soda Machine	Pepsi	Unknown	High	Gretchen

**Mod 1 - Remove locations per Vendor Request due to low volume of sales and high expiration rates**

Ag. Center 1951 Woodlea Road, Tavares	1 Soda Machine 1 Snack Machine	Pepsi	16	High	Rene
Facility Management BCC1 32400 CR 473, Leesburg	1 Soda Machine 1 Snack Machine	Coke	25	No	Anna
Traffic Operations 28127 CR 561, Tavares	1 Soda Machine 1 Snack Machine	Coke	22	No	Kathy
Fleet Maintenance 2300 W. Griffin Road, Leesburg	1 Soda Machine 1 Snack Machine	Pepsi	20	Yes	Keith
Public Safety Support 2345 S 14th St, Leesburg	1 Soda Machine 1 Snack Machine	Coke	32	No	
Public Works Maintenance Area 1 2310 W. Griffin Road, Leesburg	1 Soda Machine	Pepsi	18	No	Natali
Public Works Maintenance Area 2 609 Disston Avenue, Minneola	1 Soda Machine	Pepsi	18	No	Denise
Public Works Maintenance Area 3 19720 E. Fifth Street, Umatilla	1 Soda Machine 1 Snack Machine	Coke	20	No	Treeva
Lake Sumter EMS - Admin Office 2761 W. Old Hwy 441, Mt. Dora	1 Soda Machine 1 Snack Machine	Coke	32	No	Marilyn Sonn

**Mod 1 - Remove locations from contract per County Request - No longer servicing these locations**

Cagan Crossing Community Library 16729 Cagan Oaks, Clermont	1 Soda Machine	Coke	11	High	Gary
Fairgrounds 2101 CR 452, Eustis	1 Soda Machine	Coke	3	Yes	Sharon
Parks and Trails 12929 County Landfill Road	1 Soda Machine	Coke	30	No	Jenny
Public Works 437 Ardice Avenue, Eustis	1 Soda Machine 1 Snack Machine	Pepsi	45	Low	Marcia
Tourist Welcome Center 20763 US Hwy 27, Groveland	1 Soda Machine 1 Snack Machine	Pepsi	6	Yes	Sandra

## VENDING MACHINE PLACEMENT AGREEMENT

This Agreement is entered into this 22<sup>nd</sup> day of July 2023, by and between A&M Vending Corporations LLC, (hereinafter referred to as "Vendor") and the Clerk of the Circuit Court and Comptroller, Lake County, Florida, (hereinafter referred to as "Clerk").

IT IS HEREBY AGREED BY AND BETWEEN Vendor and Clerk as follows:

1. In consideration of the covenants herein contained, Vendor agrees to install and operate vending machine(s). No other party, whomsoever shall install or operate vending machine(s) or sell competing products at Clerk's office locations during the term of this Agreement. This provision shall not apply to occasional charitable sales by employees to employees.
2. Vendor agrees to install, at its expense, at mutually agreed upon locations with the Clerk's office, vending machine(s) for the purpose of selling vending food or beverages.
3. Vendor agrees to maintain vending machine(s) in good operating, repair, and appearance at all times. The cost of repair parts and labor for normal repair, maintenance, and upkeep will be borne by Vendor.
4. Clerk agrees to provide electric outlets for the vending machine(s) operation and to pay for the utility services incidental to the operation of the vending machine(s). Clerk agrees to provide and assume reasonable protection against harmful usage or treatment of vending machine(s).
5. Clerk agrees that Vendor shall have the right to enter the premises of the Clerk's office location during regular business hours to deliver products for sale through vending machine(s) and for repair and maintenance of the vending machine(s), and to remove vending machine(s) if this Agreement is terminated.
6. This is an agreement for placement only and nothing herein contained shall be construed as conveying to Clerk any right, title, or interest in said vending machine(s) placed hereunder and said vending machine(s) shall at all times during the term of this contract be and remain personal property, and title thereto shall remain in Vendor's name exclusively.
7. This Agreement term is for a three (3) year period and will renew automatically based upon satisfactory performance for periods of one (1) year at the same terms and conditions as herein set forth unless Clerk gives written notice of at least sixty (60) days as set forth in paragraph 8 below.
8. Clerk may terminate this Agreement with sixty (60) days advance written notice.
9. Vendor agrees to maintain an inventory and will provide replenishment as needed with at least once-per-week service.
10. Vendor agrees to maintain original pricing (Exhibit 1) for the original three (3) year period of this Agreement. In the event a price increase is necessary, Vendor shall notify Clerk thirty (30) days prior to making necessary changes.

11. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. The Vendor hereby waives its right to a jury trial for any action arising from this Agreement.

12. Independent Contractors: Per Florida Statute 409.2576, all independent contractors entering into an agreement with the Clerk, which results in payments for services rendered, will be reported to the Florida Department of Revenue.

13. Vendor shall comply with all federal, state, and local laws and regulations applicable to vending services. During the term of the agreement, the Vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against Vendors employees or applicants for employment. The Vendor understands that any agreement is conditioned upon the veracity of this statement.

14. Vendor acknowledges that they are responsible for and taking all risk with respect to vending services.

15. With the consent of Vendor, other governmental agencies are eligible to use the Vending Machine Placement agreement in accordance with the terms of this Agreement. Use of the services shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

16. Vendor will purchase and maintain at all times during the term of this Agreement, without cost or expense to the Clerk, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Clerk, insuring the Vendor against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Vendor under the terms and provisions of this Agreement. An original certificate of insurance, indicating that Vendor has coverage in accordance with the requirements of this section, must be received and accepted by the Clerk prior to agreement execution or before any work begins. It will be furnished by Vendor to the Clerk's Purchasing division within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the Vendor in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000

Contractual Liability

Included

Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$300,000.

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the Vendor must provide a notarized statement that if he or she is injured, he or she will not hold the Clerk responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employer	\$100,000
Disease-Policy Limit	\$100,000

Gary J. Cooney, Clerk of the Circuit Court and Comptroller, Lake County, a Political Subdivision of the State of Florida, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the type of service rendered in the Description of Operations section on the Certificate.

Vendor must provide a minimum of 30 days prior written notice to the Clerk of any change, cancellation, or nonrenewal of the required insurance.

Certificates of insurance must evidence a waiver of subrogation in favor of the Clerk, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the Clerk.

Vendor must provide a copy of all policy endorsements, reflecting the required coverage, with the Clerk listed as an additional insured, along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

The certificate holder must be:

Gary J. Cooney  
Clerk of the Circuit Court and Comptroller, Lake County, Florida  
P.O. Box 7800  
Tavares, FL 32778-7800

All self-insured retentions will appear on the certificates and will be subject to approval by the Clerk. At the option of the Clerk, the insurer will reduce or eliminate such self-insured retentions; or Vendor will be required to procure a bond guaranteeing payment of losses and related claims expenses.

The Clerk will be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the Vendor or subcontractor providing such insurance.

Vendor will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the Clerk, evidencing coverage and terms in accordance with the Vendor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

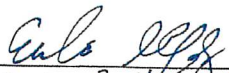
Neither approval by the Clerk of any insurance supplied by Vendor, nor a failure to disapprove that insurance, will relieve Vendor of full responsibility of liability, damages, and accidents as set forth herein.

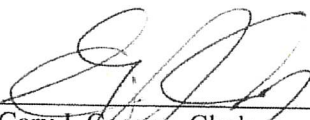
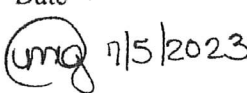
This Agreement constitutes the entire agreement between Vendor and Clerk with respect to the subject matter hereof, and any prior or contemporaneous oral or written agreements or understandings with respect to such subject matter are merged herein. This Agreement may not be amended without the written agreement of Vendor and Clerk.

IN WITNESS WHEREOF, the parties have made and executed This Agreement on the dates under each signature.

A&M Vending Corporation LLC

Clerk of the Circuit Court and Comptroller

  
Vendor Emilio Gonzalez  
7/27/23  
Date

  
Gary J. Cooney, Clerk  
07/12/2023  
Date  


**Exhibit 1**

<b>Vending Machine Inventory</b>	<b>Selling Price</b>
Soda Cans	\$1.00-\$1.50
Chips/Crackers	\$0.75-\$1.25
Cookies	\$1.00-\$1.50
Chocolate Bars	\$1.50-\$1.75
Healthy Bars	\$1.00-\$1.50
Pastries	\$1.50-\$2.00
Peanuts	\$1.00-\$1.50
Energy Drinks	\$2.75-\$3.25
Gatorade Bottles	\$2.00-\$2.50
Water Bottles	\$1.00-\$1.50
Juices	\$1.00-\$1.50
Coffee	\$1.00-\$2.00

Vendor agrees to maintain original pricing (Exhibit 1) for the original three (3) year period of this Agreement.  
In the event a price increase is necessary, Vendor shall notify Clerk thirty (30) days prior to making necessary change

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### Hold Harmless Agreement

I, the undersigned, am the owner, president, managing member, or officer of A&M Vending  
Corporations LLC (print business/company name), which is a business entity operating in the State of  
Florida ("business"), and I am authorized to sign this document.

I acknowledge and understand that an employer must compensate and/or provide benefits to employees under and pursuant to Chapter 440, Florida Statutes, as amended. I or the above-named business entity employs fewer than four (4) employees, all of whom are listed below, including myself, and I certify that such business is exempt from the statutory requirements for workers' compensation, including any requirement of the law to provide workers' compensation insurance for employees. I agree to provide Gary J. Cooney, Clerk of the Circuit Court and Comptroller, with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work or provide services under the Agreement with Gary J. Cooney, Clerk of the Circuit Court and Comptroller. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement and any other Agreement for goods or service entered into between the business and Gary J. Cooney, Clerk of the Circuit Court and Comptroller (may be referenced above, "Agreement"). All signed waivers and releases shall be furnished before the commencement of any work or service by an employee or the undersigned to the Purchasing department.

On behalf of myself, the business, and the employees listed below, I agree to waive and release any and all workers' compensation claims or liens against Gary J. Cooney, Clerk of the Circuit Court and Comptroller, Lake County, Florida, and its officials, managers, and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of Gary J. Cooney, Clerk of the Circuit Court and Comptroller, Lake County, Florida, or its officials, managers, employees or subcontractors.

On my behalf of myself and the business, I agree to indemnify and hold Gary J. Cooney, Clerk of the Circuit Court and Comptroller, Lake County, Florida, and its officials, managers, and employees harmless against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs, and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with Gary J. Cooney, Clerk of the Circuit Court and Comptroller, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of Gary J. Cooney, Clerk of the Circuit Court and Comptroller, Lake County, Florida, or its employees, officials, managers, or subcontractors. I or the above-named business further agree to relieve Gary J. Cooney, Clerk of the Circuit Court and Comptroller, from any charges of attorneys' fees, costs, and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against Gary J. Cooney, Clerk of the Circuit Court and Comptroller in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not, nor should it be construed as, a waiver of sovereign immunity of Lake County under Section 768.28, Florida Statutes.

**(SIGNATURE PAGE TO FOLLOW)**

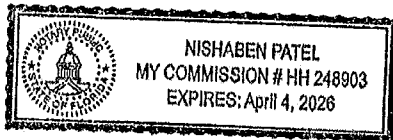


By: Emiliano Gonzalez  
Printed Name: Emiliano Gonzalez

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this 22nd day of July, 2023, by  
Emiliano Gonzalez, ERIC STANZIOLA who is/are personally known to me or who  
has/have produced Florida driver license as identification.



NOTARY PUBLIC

Patel Nishaben  
Print name: Nishaben Patel  
Commission No.: #HH 248903

(Seal)

Commission Expires: April 4, 2026

Owner:	<u>Emiliano Gonzalez</u>	<u>Emiliano Gonzalez</u>
	<u>Emiliano Gonzalez</u>	
	(print name)	(signature)
Employee 1:	<u>ERIC STANZIOLA</u>	<u>ERIC STANZIOLA</u>
	(print name)	(signature)
Employee 2:		
	(print name)	(signature)
Employee 3:		
	(print name)	(signature)
Employee 4:		
	(print name)	(signature)

**Lake County BOCC Vending Machine Locations**

Facility	Current Equipment	Coke or Pepsi Machine?	Total Estimated Employees	Public Access	Contact Person
County Administrative Building (CAB) 315 W. Main Street, Tavares	1 Snack Machine, Change Machine 2 Soda Machine (can and bottle)	Both	132	High	Sandra
Ag. Center 1951 Woodlea Road, Tavares	1 Soda Machine 1 Snack Machine	Pepsi	16	High	Rene
Animal Control 28123 CR 561, Tavares	1 Soda Machine	Pepsi	23	High	Melanie
Traffic Operations 28127 CR 561, Tavares	1 Soda Machine 1 Snack Machine	Coke	22	No	Kathy
Facility Management BCC1 32400 CR 473, Leesburg	1 Soda Machine 1 Snack Machine	Coke	25	No	Anna
Fairgrounds 2101 CR 452, Eustis	1 Soda Machine	Coke	3	Yes	Sharon
Fleet Maintenance 2300 W. Griffin Road, Leesburg	1 Soda Machine 1 Snack Machine	Pepsi	20	Yes	Keith
Parking Garage Sinclair Avenue, Tavares	1 Soda Machine	Pepsi	Unknown	High	Sandra
Parks and Trails 12929 County Landfill Road	1 Soda Machine	Coke	30	No	Jenny
Cagan Crossing Community Library 16729 Cagan Oaks, Clermont	1 Soda Machine	Coke	11	High	Gary
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Public Works Maintenance Area 3 19720 E. Fifth Street, Umatilla	1 Soda Machine 1 Snack Machine	Coke	20	No	Treeva
Public Works 437 Ardice Avenue, Eustis	1 Soda Machine 1 Snack Machine	Pepsi	45	Low	Marcia
Lake Sumter EMS - Admin Office 2761 W. Old Hwy 441, Mt. Dora	1 Soda Machine 1 Snack Machine	Coke	32	No	Marilyn Sonn
Tourist Welcome Center 20763 US Hwy 27, Groveland	1 Soda Machine 1 Snack Machine	Pepsi	6	Yes	Sandra