# AGREEMENT FOR CONCESSION SERVICES BETWEEN CITY OF TEMECULA AND CHAFFIN AND REEVES, INC. DBA PEDAL PORT CONCESSIONAIRE SERVICES AT HARVESTON LAKE PARK

THIS AGREEMENT is made and effective as of May 28, 2024 between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and Chaffin and Reeves, Inc. dba Pedal Port, a Corporation (hereinafter referred to as "Concessionaire"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### 1. TERM

This Agreement shall commence on **May 28, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2025**, unless sooner terminated pursuant to the provisions of this Agreement. The City may, upon mutual agreement with Concessionaire, extend the contract for **one (1)** additional Five **(5)** year term. In no event shall the contract be extended beyond **June 30, 2030**.

# 2. RECITALS

This agreement is made with respect to the following facts and for the following purposes, which each of the parties acknowledge to be true and correct:

- a. The City has constructed and operates the Harveston Lake Park Boat House. The City has complete authority and oversight of the usage, activities and business conducted at the Boat House, Harveston Lake, and Harveston Lake Park.
- b. City desires to have a Concessionaire, and Concessionaire desires to exclusively develop, maintain and operate a pedal boat rental business utilizing the Harveston Lake Park Boat House.
- c. The City has established operational standards and requirements for pedal boat rentals and usage at Harveston Lake Park.
  - d. City desires to provide a concession benefit to community.
- e. Concessionaire shall obtain written pre-approval from Director of Community Services for all services being provided and products being served and sold at Harveston Lake Park by Concessionaire.
- f. Concessionaire acknowledges and shall operate in accordance with City standards and requirements for providing pedal boat rentals and conducting business at the Harveston Lake Park Boat House.
- g. For the exclusive right to provide and operate pedal boat rentals, and utilize the Harveston Lake Park Boat House, Concessionaire shall pay to City a monthly fee plus a commission of gross revenue as outlined in the Agreement.

### 3. **DEFINITIONS**

As used in this Agreement the following words and phrases shall be defined as follows:

- a. "Concessionaire Supplied Equipment" shall mean such equipment as is necessary for the providing of pedal boat rentals as required by this Agreement, except for the City Supplied Equipment.
  - b. "City Manager" shall mean the City Manager of the City of Temecula.
- c. "City Supplied Equipment" shall mean the Harveston Lake Park Boat House building, dock, utility services and/or boats provided by the City.
- d. "Director of Community Services" shall mean the Director of the Temecula Community Services District of the City of Temecula or his or her designee.
- e. "Director of Finance" shall mean the Director of Finance of the City of Temecula or his or her designee.
- f. "Boat House" shall mean the building constructed and/or operated at: Harveston Lake Park.
- g. "Gross Revenue" shall mean all the money or other things of value received by or owed to Concessionaire for pedal boat rentals and other sales pursuant to this Agreement prior to payments of expenses. Gross Revenue shall not include: 1) Sales tax revenues as defined in Part 1.5 of Division 2, commencing with Section 7200, of the Revenue and Taxation Code and Chapter 3.16 of the Temecula Municipal Code, actually collected by the City; and 2) transactions and use tax revenues as defined in Part 1.6 of Division 2, commencing with Section 7251, of the Revenue and Taxation Code and Chapter 3.18 of the Temecula Municipal Code, actually collected by the City.

### 4. EXCLUSIVE AGREEMENT PEDAL BOAT RENTAL AT HARVESTON LAKE PARK

The City hereby grants to Concessionaire an exclusive right to rent pedal boat to members of the public in accordance with the terms of this Agreement. The City reserves the right to contract with other vendors at Harveston Lake Park for special events. The City shall provide notice of each Special Event to the Concessionaire two (2) weeks prior to each Special Event.

### 5. MAINTENANCE OF EQUIPMENT AND PHYSICAL PLAN OF BOAT HOUSE

- a. The City shall provide the Boat House for the operation and rental by the Concessionaire of pedal boats. City shall maintain the Boat House in good working order and replace such items of the Boat House when the equipment cannot be repaired; provided, however, Concessionaire shall be responsible for the repair or replacement of the Boat House, or parts thereof, damaged or destroyed by the negligent or willful acts of Concessionaire or its employees or agents, excepting normal wear and tear. Concessionaire shall clean the Boat House and surrounding area in accordance with applicable law and standard practices.
- b. Concessionaire shall provide such other equipment as is necessary for the providing of pedal boat rentals as required by this Agreement, except for the Boat House ("Concessionaire Supplied Equipment"). At the termination or expiration of this Agreement, the

City shall have the option, but not the obligation, to purchase the Concessionaire Supplied Equipment at its then fair market value.

- b. All signage for the Concessionaire's pedal boat rental operation at the Boat House and, including sign content, shall be approved in writing by the Director of Community Services prior to placement.
- 6. <u>PEDAL BOAT RENTAL OPERATIONAL REQUIREMENTS</u> In performing the services required by this Agreement, Concessionaire shall comply with the following operational requirements:
- a. Concessionaire shall offer pedal boat rentals at the Harveston Lake Park Boat House during the following dates and times: weekends and holidays from 12:00 pm to 30 minutes prior to sunset and optional weekdays if lake attendance warrants. Additional dates and hours may be added upon the prior written approval of the Concessionaire and the Director of Community Services.
- b. Prior to commencement of pedal boat rentals at the Boat House and not less than each calendar quarter thereafter the Director of Community Services shall review and, after consulting with Concessionaire, approve the signage, and quality of offerings for the Boat House. Concessionaire shall not sell or rent any items from the Boat House without the prior written consent of the Director of Community Services.
- c. Director of Community Services shall approve in writing the pedal boat price lists, which approvals shall not be unreasonably withheld. Concessionaire's prices shall not exceed the prices on this approved list.
- d. Concessionaire shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Concessionaire shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar high-quality pedal boat rental services as are required of Concessionaire in meeting its obligations under this Agreement.
- e. Concessionaire shall at its own cost and expense procure and keep in force during the term of this Agreement all necessary permits and licenses and shall require any employees and subcontractors to have all necessary permits and licenses during the course of the term of the Agreement, including, without limitation: City of Temecula business license.
- f. Concessionaire shall be responsible for the payment of all applicable taxes for products or services under its control, including without limitation, any possessory interest tax which might be imposed, and for the maintenance of appropriate records showing payment of taxes. Concessionaire shall pay and discharge before delinquency all taxes and assessments, if any, which may be levied during the term of the Agreement as a result of Concessionaire's operations. Concessionaire shall not permit any liens to be asserted against City's property during the term of this Agreement.
- g. All boaters younger than twelve years old are required to wear life jackets which shall comply with all applicable federal, state or local standards for such use. All occupants shall be provided a personal cushion type flotation device which shall comply with all applicable federal, state or local standards for such use. The life jackets and personal flotation devices shall be maintained in accordance with manufacturers specifications. Safety procedures shall be

clearly posted and verbally explained to all users of any equipment. Safety procedures shall be attached to each boat and clearly visible.

- h. Employees of Concessionaire shall at all times be neatly and cleanly uniformed at no expense to the City. The style and colors of uniforms for employees shall be approved by the Director of Community Services.
- i. Concessionaire shall train and closely supervise all employees so that they are aware of and continually practice high standards of cleanliness, courtesy, safety, and service. Concessionaire's employees shall follow all applicable sanitary practices, rules and requirements governing restaurant employees. Concessionaire's employees shall at all times reflect personal cleanliness and neatness. Unkempt and unclean employees will not be tolerated by the City. The City shall provide written notice regarding any unkempt and unclean employees to the Concessionaire.
- j. Concessionaire's employees shall not, either by act or language, offend or disturb customers/patrons of normal sensitivity during the course of providing services at the Boat House. Concessionaire's employees shall not interfere with a program or special event presented at any City facility or park. The Director of Community Services shall be the sole judge in the determination of such matters.
- k. To the extent required by law, Concessionaire's employees shall be fingerprinted and undergo the State required background check for working in a public facility or park.
- I. Concessionaire shall provide an adequate number of personnel to properly service and attend to the customers/patrons at the Boat House location.
- m. Concessionaire shall respond promptly to all complaints from customers/patrons and shall report to City on each complaint and the resolution thereof. If City believes a complaint to be of a serious nature, City shall notify Concessionaire in writing. Concessionaire shall respond to such notification within four (4) calendar days.
- n. Not less than once each calendar month during the first year of the term of this Agreement, the Director of Community Services and Concessionaire shall meet to discuss the operation of the pedal boat rental services and the financial viability of the operation.
- o. All promotions with other pedal boat rental companies or any subcontractors shall be approved in advance and in writing by the City Manager .
- p. Concessionaire shall allow City Staff access to the Boat House and Concessionaire's operation as necessary or convenient to the City to insure compliance with the terms of this Agreement.

#### 7. PAYMENT

a. Concessionaire shall offer pedal boat rentals to customers/patrons and members of the public at Harveston Lake Park from the Boat House. City shall not be required to pay or otherwise compensate Concessionaire for providing pedal boat rental services at Harveston Lake Park.

- b. For the privilege of operating pedal boat rentals to customers/patrons and members of the public at Harveston Lake Park from the Boat House pursuant to the terms of this Agreement, Concessionaire shall pay to the City a minimum monthly concession and license fee of Seven Hundred Fifty Dollars and no Cents (\$750.00) per month plus 20% of the gross revenue in excess of Ten Thousand Dollars and No Cents (\$10,000). Said sum shall be paid to the City within ten (10) calendar days following the end of each month and shall be accompanied by the monthly report required. At termination of agreement, this payment will be due within thirty (30) days of termination. Failure to make this payment will result in the appropriate reduction or total forfeiture of the deposit, as per Section 7.e and as determined by the City Manager.
- c. The Director of Community Services shall have the authority to waive all or part of the seven hundred fifty-dollar (\$750) fee as consideration for Concessionaire providing equipment, services, or merchandise for City sponsored events as requested in writing by the Director of Community Services within the scope of her contract authority.
- d. Concessionaire shall maintain a system of books and records in accordance with generally accepted accounting principles showing all Concessionaire's revenues received in connection with the sales of food, beverages, and product pursuant to this Agreement. The City Manager shall review and approve the system of books and records and shall be authorized to require the preparation and maintenance of additional accounting records and reports. Said records shall be kept for not less than three (3) years after the expiration of the term of this Agreement and any extensions thereof. City and its authorized agents may inspect or audit such books and records at any time during regular business hours upon one (1) business days' notice. If a City audit uncovers an underreporting of Gross Revenues in the amount of five percent (5%) or more during a one-year period, Concessionaire shall pay the City's costs in performing the audit.
- e. Concessionaire shall keep in deposit in a local bank, or savings and loan company having F.D.I.C., or F.S.L.I.C., in favor of the City of Temecula, the amount of One Thousand Dollars and No Cents (\$1,000.00). If Concessionaire defaults in payments to the City of any of the terms, provisions, covenants and conditions of this Agreement, in addition to any other remedies it may have, the City may use, apply, or retain the whole or any part of this security for any payment due to the City of any expenses or payment in default or for any other sum which the City may spend or be required to spend by reason on Concessionaire's default. The security deposit or any balance remaining of the security deposit, less any deductions per this subsection, shall be returned to Concessionaire, within fourteen (14) days of the termination or expiration of this Agreement, without interest. In the event City uses part or all of the security deposit as provided herein, Concessionaire shall replenish the security deposit in the amount used with ten (10) days of notice from City. City may require, at any time that the security deposit be increased in proportion to the amount that minimum monthly rent or payment has increased.

# 8. TERMINATION OF AGREEMENT WITHOUT CAUSE

- a. The City may at any time, for any reason, with or without cause, terminate this Agreement, or any portion hereof, by serving upon the Concessionaire at least ninety (90) calendar days prior written notice. Upon receipt of said notice, the Concessionaire shall continue to provide the services required by this Agreement, unless the notice provides otherwise.
- b. Concessionaire may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the City at least ninety (90) calendar days prior written notice. Upon receipt of said notice, the Concessionaire

shall continue to provide the services required by this Agreement, unless the Director of Community Services otherwise agrees in writing.

c. In the event this Agreement is terminated pursuant to this Section, the Concessionaire shall pay to the City the amounts which may be due to the City under this Agreement through the time of termination.

# 9. **DEFAULT OF CONCESSIONAIRE**

- a. The Concessionaire's failure to comply with the provisions of this Agreement shall constitute a default.
- b. If the Director of Community Services determines that Concessionaire is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve the Concessionaire with written notice of the default. Concessionaire shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Concessionaire fails to cure its default within such period of time; the City shall have the right, notwithstanding any other provision of this Agreement, to terminate or suspend this Agreement without further notice and without prejudice to any other remedy to which it may be entitles at law, in equity or under this Agreement.
- c. In the event the Director of Community Services determines that Concessionaire's default poses an immediate risk to the health or safety of customers, patrons or members of the public, the Boat house or any facility, park or event, he/she may suspend the Agreement without prior written notice to Concessionaire. Upon such immediate suspension, the Director shall initiate the default procedures set forth in this Section.
- d. The City and Concessionaire agree that waiver by the City or Concessionaire of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

### 10. INDEMNIFICATION

The Concessionaire agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers ("Indemnified Parties") from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the Indemnified Parties may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Concessionaire's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the Indemnified Parties.

### 11. <u>INSURANCE REQUIREMENTS</u>

Concessionaire shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Concessionaire, its agents, representatives, or employees.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
- 1) Insurance Services Office Commercial General Liability Form No. CG 00 01 11 85 or 88.
- 2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Concessionaire owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- 3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Concessionaire has no employees while performing under this Agreement, worker's compensation insurance is not required, but Concessionaire shall execute a declaration that it has no employees.
- b. <u>Minimum Limits of Insurance</u>. Concessionaire shall maintain limits no less than:
- 1) General Liability: Two Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.
- c. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000) unless otherwise approved in writing by the City Manager or his or her designee.
- d. <u>Other Insurance Provisions</u>. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers shall be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, occupied or used by the Concessionaire; or automobiles owned, leased, hired or borrowed by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.
- 2) For any claims related to this project, the Concessionaire's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the

Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

- 4) The Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer shall notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.
- 6) If insurance coverage is canceled or, reduced in coverage or in limits the Concessionaire shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.
- e. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of A:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.
- f. <u>Verification of Coverage</u>. Concessionaire shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Concessionaire's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### 12. INDEPENDENT CONTRACTOR

- a. Concessionaire is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Concessionaire shall at all times be under Concessionaire's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Concessionaire or any of Concessionaire's officers, employees, or agents except as set forth in this Agreement. Concessionaire shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Concessionaire shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- b. No employee benefits shall be available to Concessionaire in connection with the performance of this Agreement. Except for the fees paid to Concessionaire as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Concessionaire for performing services hereunder for City. City shall not be liable for compensation or indemnification to Concessionaire for injury or sickness arising out of performing services hereunder.

### 13. **LEGAL RESPONSIBILITIES**

The Concessionaire shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Concessionaire shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and

employees, shall not be liable at law or in equity occasioned by failure of the Concessionaire to comply with this section.

#### 14. RELEASE OF INFORMATION

- a. All information gained by Concessionaire in performance of this Agreement shall be considered confidential and shall not be released by Concessionaire without City's prior written authorization. Concessionaire, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Concessionaire gives City notice of such court order or subpoena.
- b. Concessionaire shall promptly notify City should Concessionaire, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Concessionaire and/or be present at any deposition, hearing or similar proceeding. Concessionaire agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Concessionaire. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

#### 15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula

Attn: City Manager 41000 Main Street Temecula, CA 92590

To Concessionaire: Chaffin and Reeves, Inc. dba Pedal Port

Attn: Wynn Reeves Mandahl

1155 2<sup>nd</sup> St.

Los Osos, CA 93402

## 16. ASSIGNMENT

The Concessionaire shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Concessionaire's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Concessionaire.

### 17. GOVERNING LAW

The City and Concessionaire understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

## 18. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Concessionaire, or Concessionaire's sub-contractors for this project, during his/her tenure or for one year thereafter. The Concessionaire hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Concessionaire or Concessionaire's sub-contractors on this project. Concessionaire further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

#### 19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 20. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Concessionaire warrants and represents that he or she has the authority to execute this Agreement on behalf of the Concessionaire and has the authority to bind Concessionaire to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA	CONCESSIONAIRE
By:	By: Wynn Reeves Mandahl, President
ATTEST:	
By: Randi Johi, City Clerk	By: Lloyd Reeves, Treasurer
APPROVED AS TO FORM:	
By: Peter M. Thorson, City Attorney	CONCESSIONAIRE
	Chaffin and Reeves, Inc. dba Pedal port Wynn Reeves Mandahl 1155 2 <sup>nd</sup> St. Los Osos, CA 93402 (805) 305-2140 wynnmandahl@gmail.com
	City Purchasing Mgr.