

**AMENDMENT NO. 2 TO AGREEMENT FOR OPERATIONAL MANAGEMENT
OF LA LAGUNA RESORT AND BOAT LAUNCH**

THIS AMENDMENT NO. 2 TO AGREEMENT FOR OPERATIONAL MANAGEMENT OF LA LAGUNA RESORT AND BOAT LAUNCH ("Amendment No. 2"), dated for identification purposes as of May 31, 2016, is made by and between the CITY OF LAKE ELSINORE, a municipal corporation (hereinafter referred to as "City") and WILLIAMS BAIT & TACKLE, INC., a California corporation, doing business as William's Bait, Tackle and Boat Rental (hereinafter referred to as "Operator").

RECITALS

This Amendment No. 2 is made with reference to the following facts which are a substantive part hereof:

A. City and Operator have entered into that certain agreement entitled "Agreement for Operational Management of La Laguna Resort and Boat Launch" dated as of June 1, 2015 and that certain Amendment No. 1 to Agreement for Operational Management of La Laguna Resort And Boat Launch dated December 1, 2015 (as amended, the Amended Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Amended Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

1. Section 3.2, Term, of the Amended Agreement is hereby amended to read in its entirety as follows:

3.2 Provided Operator is not then in default under the terms of this Agreement, at the expiration of the Initial Operating Term, the City (acting through its City Manager) and Operator may, upon both party's mutual agreement, extend the term of this Agreement with respect to the Premises as follows:

a. for one (1) six (6) month term, on the same terms and conditions as contained in this Agreement (the "First Extension"). The parties have previously agreed to the First Extension pursuant to Amendment No. 1;

b. for one (1) seven (7) month term (commencing on June 1, 2016), on the same terms and conditions as contained in this Agreement (the "Second Extension"). The parties agree to the Second Extension pursuant to Amendment No. 2;

c. for one (1) six (6) month term, on the same terms and conditions as contained in this Agreement (the "Third Extension");

d. for one (1) six (6) month term, on the same terms and conditions as contained in this Agreement (the "Fourth Third Extension");

e. for one (1) six (6) month term, on the same terms and conditions as contained in this Agreement (the "Fifth Extension").

The First, Second, Third, Fourth and Fifth Extensions, if exercised upon the mutual agreement by the City and the Operator as provided herein, are hereinafter referred to as the "Extension Term."

2. The third sentence of Section 4.5, Revenues and Payments, of the Amended Agreement is hereby amended to provide that any check or draft be made payable to Williams Bait & Tackle, Inc.

3. Exhibit "B", "Schedule of Fees and Hours" is hereby replaced with the exhibit attached to this Amendment No. 2 and identified as Exhibit "B", "Amended Schedule of Fees and Hours (Effective 6/1/2016)."

4. Except for the changes specifically set forth herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 on the respective dates set forth below.

WILLIAMS BAIT & TACKLE, INC., a California corporation, doing business as WILLIAMS BAIT, TACKLE AND BOAT RENTAL

DATED: 5-31-16, 2016

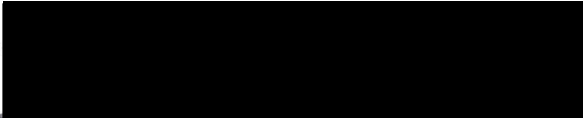
By: 
William Johnson, President

CITY OF LAKE ELSINORE, a municipal corporation

DATED: 5/31/16, 2016

by: 
Grant Yates, City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM: 


City Attorney

EXHIBIT "B"

AMENDED SCHEDULE OF FEES AND HOURS (Effective 6/1/2015)

During the months of June through October the following services will be provided from the hours of 6:00 am until 8:00 p.m.:

Management services		
Weekly Supervision of Gatehouse and Grounds Staff	35	hrs
Grounds and Gatehouse Staff	210	hrs

Weekly Billing	\$7,995
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During the months of November through March the following services will be provided from the hours of 7:00 a.m. until 5:00 p.m.:

Management services		
Weekly Supervision of Gatehouse and Grounds Staff	30	hrs
Grounds and Gatehouse Staff	110	hrs

Weekly Billing	\$4,782
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During the months of April and May the following services will be provided 7:00 a.m. until 6:00 p.m.:

Management services		
Weekly Supervision of Gatehouse and Grounds Staff	35	hrs
Grounds and Gatehouse Staff	120	hrs

Weekly Billing	\$5,061
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Billing rate is subject to change based on applicable changes to federal, state and local employment laws.

Increased hours of service will be available on written request from the City of Lake Elsinore.
Increased fees will be based upon a percentage of additional hours of service.

Week or Weekly means Monday through Sunday.

COMMERCIAL CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YYYY)

06/03/2016

AGENCY ROBERT DAPPER INSURANCE AGENCY

Name 17632 IRVINE BLVD #100
&
Address TUSTIN, CA 92780
Bus # 657-600-8106 Fax#714-876-1449

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 shown below.

COMPANIES PROVIDING INSURANCE

INSURED William Johnson
Name DBA Williams Bait and Tackle and Boat Rentals
&
32040 Riverside Drive
Address Lake Elsinore, CA 92530

COMPANY
LETTER

COMPANY
LETTER

COMPANY
LETTER

COMPANY
LETTER

A: Scottsdale Insurance Company

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LYR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	POLICY LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> - OCCURRENCE VERSION <input type="checkbox"/> CONTRACTUAL - INCIDENTAL ONLY <input type="checkbox"/> OWNERS & CONTRACTORS PROT	CPS2456503	04/10/2016	04/10/2017	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OPS AGGREGATE \$ 2,000,000 PERSONAL & ADVERTISING INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MEDICAL EXPENSE (Any one person) \$ 5,000
—	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ALL OWNED COMMERCIAL AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO S <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$ GARAGE AGGREGATE \$
—	<input type="checkbox"/> UMBRELLA LIABILITY				LIMIT \$
—	<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY EACH ACCIDENT \$ DISEASE—EACH EMPLOYEE \$ DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS: Fishing boats and tackle rentals and bait supplies. City of Lake Elsinore is included as additional insured for the facility located at 32040 Riverside Dr. Lake Elsinore, CA 92530

CERTIFICATE HOLDER

Name City of Lake Elsinore
&
130 South Main Street
Address Lake Elsinore, CA 92530
Ph: (951) 674-3124

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE



Policy Declarations

A summary of your auto insurance coverage

Thank you for renewing with us.

Your declarations are effective as of 04/03/2016.



INSURANCE INFORMATION

Named Insured: Christina Johnson
William Johnson

Policy Number: A02-268-113374-706 6

Policy Period: 04/03/2016-04/03/2017 12:01 AM
standard time at the address of the
Named Insured as stated below.

Mailing Address: 198 S Nebraska St
Lake Elsinore CA 92530-1853

Affinity Affiliation: Dodge

Vehicles Covered by Your Policy

VEH	YEAR	MAKE	MODEL	VEHICLE ID NUMBER
1	2014	DODGE	DURANGO	1C4RDHDG3EC500791
2	2009	DODGE	RAM	1D3HB18KX9SB07739

Coverage Details

Your total annual policy premium for all covered vehicles is shown below. A premium is shown for each type of coverage you have purchased for each vehicle. Where no premium is shown, you have not purchased the indicated coverage for that vehicle.

Coverage Information

Total Annual Policy Premium : \$3,540.50

Your discounts and benefits have been applied. Includes state sales tax and local surcharge where applicable.



ACTION REQUIRED:

Please review and keep for your records.



QUESTIONS ABOUT YOUR POLICY?

By Phone
For Service:
1-800-225-8285

Liberty Mutual
PO Box 970
Mishawaka IN 46546

Visit us online
LibertyMutual.com



GO PAPERLESS

Manage your policy 24/7
on eService
LibertyMutual.com/register

To report a claim

By Phone
1-800-2CLAIMS
(1-800-225-2467)

Online
LibertyMutual.com/claims

COVERAGE	LIMITS	PREMIUM PER VEHICLE	
		VEH 1	VEH 2
A. Liability		\$364	\$1,357
Bodily Injury	\$ 250,000 Each Person	Yes	Yes
	\$ 500,000 Each Accident		
Property Damage	\$ 100,000 Each Accident		
B. Medical Payments			
	\$ 1,000 Each Person	\$17	\$77
C. Uninsured Motorists			
Uninsured Motorists	\$ 250,000 Each Person	\$55	\$239
Bodily Injury	\$ 500,000 Each Accident		

CALIFORNIA EVIDENCE OF LIABILITY INSURANCE



POLICY INFORMATION

Policy Number
AO2-288-113374-70 6 6

Policy Effective Date
04/03/2016

Policy Expiration Date
04/03/2017

Name of Insured
CHRISTINA JOHNSON
WILLIAM JOHNSON
198 S NEBRASKA ST
LAKE ELSINORE CA 92530-1853



VEHICLE INFORMATION

Year 2009

Make DODGE

Model RAM

Vehicle Identification Number
1D3HB18KX9S8Q7739



CONTACT US

To report a claim
1-800-2CLAIMS
(1-800-225-2467)

Customer service
1-800-225-8285
Roadside Assistance
1-800-426-9898

Card Effective Date
04/03/2016
Card Expiration Date
04/03/2017

Company Name: LIBERTY MUTUAL FIRE INSURANCE CO.
NAIC Number: 23035

PMKT 510 12 09

SEE IMPORTANT MESSAGE ON REVERSE SIDE

