

**AMENDMENT NO #1 TO CONCESSION AGREEMENT FOR COFFEE KIOSK SERVICES  
BY AND BETWEEN THE COUNTY OF LAKE AND MIX LAKEPORT LLC**

This Amendment No. 1 to the Concession Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the COUNTY OF LAKE, a political subdivision of the State of California, hereinafter referred to as "County" and MIX Lakeport, hereinafter referred to as "Concessionaire."

**RECITALS**

WHEREAS, the original agreement between the County of Lake and MIX Lakeport for Coffee Kiosk Services at the Courthouse was entered into on August 22, 2023; and

WHEREAS, the parties desire to amend the Concessionaire's responsibilities, extend the agreement and revise the rental fee amount to cover utility increase.

NOW, THEREFORE, the parties hereby agree as follows:

**1. Section I – CONCESSIONAIRE'S RESPONSIBILITIES hereby amended to read:**

Concessionaire shall:

1. Operate a coffee kiosk in the lobby of the Lake County Courthouse for the sale of food products, coffee, baked goods, non-alcoholic beverages and other such articles as shall be agreed upon by the Concessionaire and the County. Said kiosk shall be operated daily, with the exception of weekends and County holidays.
2. Remit to County \$275.00 per month as rent for the term of this Agreement. Should the Agreement be extended, the fee shall be negotiated for any successive years prior to the applicable period. The fee shall be due and paid to County monthly, by the fifth (5<sup>th</sup>) day of each month, during the term of this Agreement. A late charge equal to 10% of the amount due will be applied to payments made after that date.
3. Operate kiosk in a clean, professional manner.
4. Concessionaire shall provide written notification with justification to the County thirty days prior to any price increase of products sold.
5. Pay all federal, state and local taxes which may be assessed against concessionaire's equipment or merchandise while in or upon the premises of the County as well as all federal, state and local taxes assessed in connection with the operation of kiosk services on the premises during the course of the Agreement.
6. Comply with all federal, state and local laws and regulations governing the preparation, handling and serving of food and beverages.
7. Obtain, without cost to the County, all required city, county, state and federal permits and food handler cards required to operate a coffee kiosk service and to post such permits where applicable.
8. The concessionaire's business records which are directly relevant to the financial arrangement agreed upon herein shall be maintained for a period of three years

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from the date the records are made. Business records which are directly relevant to the funding arrangement of this Agreement shall be made available to County, upon reasonable notice, for inspection, examination and audit during normal business hours.

**2. Section III – TERM, is hereby amended to read:**

The term of this Agreement shall be from the date first written above until August 31, 2025. Subject to the mutual agreement of both parties, this Agreement may be extended in annual increments upon approval by the County Administrative Officer.

The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

**COUNTY OF LAKE**

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
SUSAN PARKER  
Clerk to the Board of Supervisors

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

**MIX Lakeport LLC**

By:  \_\_\_\_\_  
Josh Hourtal

APPROVED AS TO FORM:  
LLOYD GUINTIVANO  
County Counsel

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