

1 on Saturdays, from 10:00 a.m. to 3:00 p.m. Pacific Standard Time. A total of five
2 (5) hours will be allowed for setup and cleanup: three (3) hours prior to the opening
3 of the farmers' market for setup, and two (2) hours after its closing for cleanup for
4 the sale of fresh fruit and vegetables, eggs, cut flowers, decorative plants, seafood,
5 honey and other items as approved by the City Manager or his designee. Prohibited
6 items shall include, but are not limited to, fireworks and alcohol.

7 B. Each vendor at the farmers' market shall be regulated by and
8 conform to all applicable regulations in Title 3, Chapter 3, Article 6.5 of the California
9 Code of Regulations and subsequent amendments thereto, and other applicable
10 regulations of the State of California, County of Los Angeles and City of Long Beach.

11 C. In its use of Bixby Park, Licensee and vendors shall not in any
12 manner interfere with or impede persons holding local area vending permits. In
13 addition, Licensee and vendors shall not interfere with or impede access for
14 emergency vehicles through Bixby Park."

15 2. Section 3 of the Agreement is amended in its entirety to read as
16 follows:

17 "3. TERM. The term of this License Agreement shall commence on
18 January 1, 2014 and shall terminate on December 31, 2018. The term of the License
19 Agreement may be extended for one (1) additional two-year term at the discretion of the
20 City Manager or his designee."

21 3. Section 4 of the Agreement is amended in its entirety to read as
22 follows:

23 "4. LICENSE FEE. Licensee agrees to pay City for the rights and
24 privileges granted by this License Agreement a license fee of one percent (1%) of the
25 monthly total of vendor fees collected, from Zero Dollars (\$0) to Sixteen Thousand Dollars
26 (\$16,000.00); or two percent (2%) of the monthly total of vendor fees collected, from
27 Sixteen Thousand One Dollars (\$16,001.00) to Thirty-Two Thousand Dollars (\$32,000.00);
28 or three percent (3%) of the monthly total of vendor fees collected, from Thirty-Two

1 Thousand One Dollars (\$32,001.00) and above. In addition, Licensee shall pay all
2 applicable use fees for any restroom and after-hour community center use for the rights
3 and privileges granted by this License.”

4 4. Except as expressly amended herein, all terms and conditions in
5 Agreement No. 33468 are ratified and confirmed and shall remain in full force and effect.

6 IN WITNESS WHEREOF, the parties have caused this document to be duly
7 executed with all formalities required by law as of the date first stated herein.

8
9 JUL 1 1 2017, 2017 By Lee Ostendorf
10 Lee Ostendorf

11 “Licensee”

12 CITY OF LONG BEACH, a municipal
13 corporation

14 Sept. 5, 2017 By TBM
15 City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

16 “City” Assistant City Manager
17 Tom Modica

18 This First Amendment to Agreement No. 33468 is approved as to form on
19 7/18, 2017.

20
21 CHARLES PARKIN, City Attorney
22 By Charles Parkin
23 Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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Lona Beach, CA 90802-4664