FIRST AMENDMENT TO LICENSE AGREEMENT NO. 33468

THIS FIRST AMENDMENT TO LICENSE AGREEMENT NO. 33468 is made and entered, in duplicate as of May 1, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 3, 2015, by and between LEE OSTENDORF, an individual ("Licensee"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Licensee entered into License Agreement No. 33468 (the "Agreement") wherein City granted Licensee a non-exclusive revocable license for the sole purpose of conducting a farmers' market at Bixby Park, located at 130 Cherry Avenue, every Tuesday evening from 3:00 p.m. to 7:00 p.m.; and

WHEREAS, City and Licensee desire to add a Saturday farmers' market at Bixby Park, extend the term, and amend the license fee;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Agreement No. 33468 and herein, the parties agree as follows:

1. Section 1 of the Agreement is amended in its entirety to read as follows, which adds a Saturday farmers' market at Bixby Park:

"1. <u>USE</u>.

A. Licensee shall use the central quad area of Bixby Park, located at 130 Cherry Avenue, Long Beach, California, specifically, the central quad located east of the community center and south of the playground, as well as the basketball court and bandshell for the sole purpose of conducting a certified farmer's market, and for no other purposes. During the setup and cleanup of vendor booths, Licensee, and her agents and/or vendors, may only use the cement walkways surrounding the farmers' market area for access; under no circumstances will vehicle traffic be allowed to use the grass areas surrounding the farmers' market. Licensee shall use the premises on Tuesdays, from 3:00 p.m. to 7:00 p.m. Pacific Standard Time, and from 3:00 p.m. to 8:00 p.m. during Daylight Saving Time; and

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

- B. Each vendor at the farmers' market shall be regulated by and conform to all applicable regulations in Title 3, Chapter 3, Article 6.5 of the California Code of Regulations and subsequent amendments thereto, and other applicable regulations of the State of California, County of Los Angeles and City of Long Beach.
- C. In its use of Bixby Park, Licensee and vendors shall not in any manner interfere with or impede persons holding local area vending permits. In addition, Licensee and vendors shall not interfere with or impede access for emergency vehicles through Bixby Park."
- 2. Section 3 of the Agreement is amended in its entirety to read as follows:
- "3. TERM. The term of this License Agreement shall commence on January 1, 2014 and shall terminate on December 31, 2018. The term of the License Agreement may be extended for one (1) additional two-year term at the discretion of the City Manager or his designee."
- 3. Section 4 of the Agreement is amended in its entirety to read as follows:
- "4. LICENSE FEE. Licensee agrees to pay City for the rights and privileges granted by this License Agreement a license fee of one percent (1%) of the monthly total of vendor fees collected, from Zero Dollars (\$0) to Sixteen Thousand Dollars (\$16,000.00); or two percent (2%) of the monthly total of vendor fees collected, from Sixteen Thousand One Dollars (\$16,001.00) to Thirty-Two Thousand Dollars (\$32,000.00); or three percent (3%) of the monthly total of vendor fees collected, from Thirty-Two

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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." Except as expressly amended herein, all terms and conditions in 4 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 LEE OSTENDORF, an individual 9 JUL 1 1 2017 2017 10 Lee Ostendorf 11 "Licensee" 12 CITY OF LONG BEACH, a municipal corporation 13 EXECUTED PURSUANT TO SECTION 301 14 THE CITY CHARTER. City Manager 15 Assistant City Manager

Tom Modica 16 17 This First Amendment to Agreement No. 33468 is approved as to form on 18 2017. 19 20 CHARLES PARKIN/City Attorney 22 23 24