

FIRST AMENDMENT TO ROTARY CLUB FARMERS' MARKET AGREEMENT

This First Amendment to Farmers' Market Agreement ("First Amendment") is entered into by and between the City of Hermosa Beach, a municipal corporation ("City") and the Rotary Club of Hermosa Beach ("Event Producer") as of the _____ day of June, 2019.

RECITALS

- A. City and Event Producer are parties to that Farmers' Market Agreement dated May 3, 2016 (the "Agreement").
- B. The City Manager has authorized one extension to the term of the initial agreement to allow the market to continue under the same terms for a four-month extension, expiring June 28, 2019.
- C. City and Lessee now desire to further amend the Farmers' Market Agreement in order to extend the term of the lease by three-years to June 24, 2022.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. Section I of the Agreement entitled "The Event" is amended to read as follows:

During the term of this Agreement, CITY authorizes EVENT PRODUCER to coordinate production of the Event on the corner of 11th Street and Valley Drive described in Exhibit A and incorporated herein by reference ("the license area"). The EVENT shall consist of vendor booths with a market composition of:

- a. Sixty percent (60%) of vendors that are farmers as well as purveyors of prepackaged food. The market shall maintain a minimum of 6 farmers at all times with exceptions for inclement weather and natural disasters; and
- b. Forty percent (40%) of vendors shall provide hot food and meals or be artisans selling home-crafted wares.

Farmers shall be considered California producers of fresh fruit, nuts, vegetables, flowers, honey, eggs, nursery stock, plants and livestock products including fish and shellfish produced under controlled conditions in waters or ponds located in California.

In cases where the market composition is not achievable due to inclement weather or natural disasters, the Event Producer shall make a good faith effort to adhere to them as much as possible.

Should the vendor composition of the market be out of compliance and, in those cases, not associated with inclement weather or a natural disaster, the Event Producer will have 30-days to rectify to the satisfaction of the City. Failure to do so will result in termination of this Agreement.

2. Section II of the Agreement entitled "Term of Agreement" is amended to read as follows:

The Agreement shall take effect upon execution of this Agreement. The EVENT may be produced each Friday from July 5, 2019 through June 24, 2022.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

ROTARY CLUB OF HERMOSA BEACH

PRESIDENT

CITY OF HERMOSA BEACH

By _____
CITY MANAGER

ATTEST:

CITY CLERK