

AMENDMENT NO. 1 TO PROMOTIONAL AGREEMENT
BETWEEN THE CITY OF HUNTINGTON BEACH
AND PAM FREE AND TONI GROAT, DBA PIER PLAZA
ART A-FAIRE FOR PROMOTION AND MANAGEMENT OF THE
ARTS AND CRAFTS FAIR AT HUNTINGTON BEACH PIER PLAZA

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and PAM FREE AND TONI GROAT, dba PIER PLAZA ART A-FAIRE hereinafter collectively referred to as "Consultant."

WHEREAS, City and Consultant are parties to that certain agreement, dated February 21, 2006, entitled "PROMOTIONAL AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND PAM FREE AND TONI GROAT, DBA PIER PLAZA ART A-FAIRE FOR PROMOTION AND MANAGEMENT OF THE ARTS AND CRAFTS FAIR AT HUNTINGTON BEACH PIER PLAZA," which agreement shall hereinafter be referred to as the "Original Agreement," and

The Original Agreement provides that upon mutual agreement, the parties may extend it for up to three (3) additional years; and

City and Consultant mutually desire to extend the Term of the Original Agreement for an additional three-year period,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. **EXTENSION OF TERM**

Effective as of February 20, 2009, the Original Agreement is hereby extended for an additional period of three (3) years. The Original Agreement shall now expire on February 21, 2012.

2. **USER FEE**

The User Fee referenced in Exhibit A to the Original Agreement shall increase to \$125.00 for each Friday event beginning with the effective date of this Amendment No. 1.

3. **REAFFIRMATION**

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their authorized officers on June 7, 2011.

CONSULTANT
PIER PLAZA ART A-FAIRE

By: Pam Free
Pam Free, an individual

AND

By: Toni Groat
Toni Groat, an individual

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of California

[Signature]
City Manager
(PURSUANT TO SECTION 5 OF THE ORIGINAL AGREEMENT)

INITIATED AND APPROVED:

[Signature]
Director of Economic Development

APPROVED AS TO FORM:

[Signature]
City Attorney
5.23.11
p.e. 5/10/2011

Exhibit A

ART A-FAIRE

Consultant shall:

Operate the Arts and Crafts Fair in accordance with Conditional Use Permit No 00-07 granted to the Redevelopment Agency of the City of Huntington Beach on July 11 2000.

Coordinate the Friday activities of the Arts and Craft Fair as is practical with the Farmers Market to help ensure a satisfactory visiting and shopping experience for the public.

Do outreach to find artists who make hand made products and who will diligently display and sell their wares at the Arts and Crafts Fair. Products that are not hand made by an artist cannot be offered for sale at the Huntington Beach Arts and Crafts Fair.

Provide on-site supervision the day of the event. The Consultant will coordinate all event logistics including setup and take down. The property must be left completely cleaned up and free of trash and debris after each day's event.

Operate the Arts and Crafts Fair year round on each Friday of the month. The City reserves the right to cancel or relocate the event from time to time due to other activities at the Pier or the beach that may conflict with the Arts and Crafts Fair.

Operate on either Saturday or Sunday or both days at times throughout the year at the request of the City to compliment other activities that the City is sponsoring. The Consultant will endeavor to operate the Arts and Crafts Fair when requested.

Pay a user fee as established by the City currently set at \$125.00 per Friday and \$200 per day for the weekends. The fee is subject to change at the discretion of the City on an annual basis.

Participate in an annual evaluation and review of the operation by the City.