AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and T & G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DÉCOR, a California limited liability company ("Consultant") is effective as of the _____ day of _____, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated October 20, 2020 ("Agreement"), whereby Consultant agreed to provide winter holiday decoration services ("Services") for one (1) year for a total contract sum of \$68,150.00.

B. On December 16, 2020, the Contract Officer for the Agreement authorized Consultant to install additional winter 2020-21 holiday decorations for a total of \$6,600, pursuant to Section 1.8 of the Agreement.

C. On July 21, 2021, City and Consultant entered into Amendment No. 1 to the Agreement to extend the Agreement for one additional year and increase compensation by \$125,275 to cover costs of the Services for winter 2021-2022, for a total not-to-exceed contract sum of \$200,025.00.

D. The Contract Officer for the Agreement authorized Consultant to install additional winter 2021-2022 holiday decorations for a total of \$10,600, pursuant to Section 1.8 of the Agreement, effective on or about December 27, 2021.

E. Section 3.4 of the Agreement provides for an option of the City to extend the term of the Agreement, at City's sole discretion, for up to two (2) additional one-year periods, the first of which options was exercised pursuant to Amendment No. 1.

F. City and Consultant now desire to amend the Agreement to exercise the City's second one-year option to extend the term of the Agreement and increase the compensation by \$147,594 to cover the costs of the Services for winter 2022-2023, for a total not-to-exceed Contract Sum of \$358,219.00.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in strike through).

A. Section 2.1, Contract Sum, is hereby amended as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Thousand Twenty-Five Dollars (\$200,025.00) Three Hundred Fifty-Eight Thousand Two Hundred Nineteen Dollars (\$358,219.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. Section 3.4, Term, is hereby amended as follows:

"3.4 <u>Term</u>.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). City, at its sole discretion, has the option to extend the term in writing for up to two (2) additional one-year periods. City exercised its option to extend the term for one additional year pursuant to Amendment No. 1 to this Agreement."

C. Section 4.3, Contract Officer, is hereby amended as follows:

"4.3 Contract Officer.

The Contract Officer shall be Adrian Reynosa, Community Center Manager-, from the date of the Agreement through February 28, 2022. The Contract Officer shall be Bobby Grove, Community Services Superintendent, from March 1, 2022 through the end of the term as provided in Section 3.4. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement."

D. Section I.F. is hereby added to Exhibit "A", Scope of Services, as follows:

"F. Décor and lighting for the Winter 2022-2023 Holiday Programs shall be as follows:

Description	Quantity
Carson Event Center - East	
Entrance 72" decorated and LED lit wreath with red bow	1
	4
Medium palm trees wrapped at center with 700 LED warm white light 18FT lighted and decorated garland with red bow	<u> </u>
Medium palm tree - fronds lighted with green mini lights	<u> </u>
5FT lighted and red bow on awning	
12FT lighted walk-thru ornament	1
Carson Event Center – North East Entrance	1
275FT LED C9 perimeter lighting	1
Small bushes with LED mini lights	6
Small tree trunks and branches wrapped with mini lights	6
Small scroll potted trees wrapped with mini lights	3
6FT winter wonderland scene with reindeer in grassy/bush area	1
Small trees wrapped	4
Carson Event Center - Atrium	
Small tree trunks and branches wrapped with mini lights	8
60" decorated and LED lit wreath with red bow	1
9FT garland swags with gold bows (5 qty)	1
6FT lighted reindeer on west grass area	3
90''x 20'' LED lighted scrolls on each column	8
36" lighted tear drop sprays with bows	16
New custom holiday vinyl banners **Install Only - Banners Purchased by City in 2021**	8
12FT lighted walk-thru ornament	1
Carson Event Center - Patio A Courtyard	
Small tree trunks wrapped with branches	2
Medium lollipop tree trunks wrapped with mini lights	6
Small bushes with LED mini lights (net lighting, approx. 20 nets)	20
Large banana tree trunk wrapped with mini lights	1
Carson Event Center - Live Trees	
18FT light and decorated live tree	1
18FT LIVE tree purchase, install, and removal	1
10FT light and decorate live tree	1
10FT LIVE tree purchase, install, and removal	1
6.5FT light and decorate live tree	1
6.5FT LIVE tree purchase, install, and removal	1
City Hall - Fountain Area	
Custom holiday music system player	1
24FT Light and decorate live tree	1
24FT LIVE tree purchase, install, and removal	1
12FT Decorated and lit wreath with large red bow	1
Medium palm tree trunks wrapped with mini lights	4
Medium palm trees with RGB up lights	4

Medium light posts wrapped with lit garland and red bows	2
Small bushes with LED mini lights (net lighting, approx. 10 nets)	5
10FT giant lighted red bow on top of city hall building	1
20FT Lighted ''Happy Holidays'' sign	1
Medium palm tree fronds lighted with green mini lights	4

City Hall - Main Entrance				
60'' decorated and lit wreath with bow	1			
Medium tree trunks wrapped with mini lights (left of pathway)	7			
Medium tree trunks wrapped with mini lights (right of pathway)	3			
Medium tree trunks wrapped with mini lights (left side of building)	14			
9FT stairs inside City Hall leading to Council Chambers garland with lights	2			
C9 lights glued to archway of city hall entrance	4			
C9 lights affixed to the angled pillars on the side of the building	10			
2FT animated lighted snowfall topper for live tree	1			
City Hall - Bridge Area				
220FT lit garland wrapped along bridge	1			
48" decorated and lit wreath with red bows	4			
Large pine trees in median trunk only wrapped with mini lights	10			
Small bushes with LED mini lights (net lighting, 10 nets needed)	4			
100FT fountain railing wrapped with mini lights	1			
760FT C9 perimeter lighting	1			
Large tree trunks and branches wrapped with mini lights	6			
Small palm tree trunks wrapped with mini lights	12			
Projector with custom GoBo	1			
Carson Street - Right Side of Street				
Medium palm tree trunks wrapped with mini lights	17			
Street Banners - Carson and Avalon				
3x6FT Lighted street banners on Carson from Bonita to Main	20			
3x6FT Lighted street banners from 220th to Del Amo	20			
Commercial grade red tinsel garland to all poles	80			

E. Section I.C. is hereby added to Exhibit "C", Schedule of Compensation, as follows:

" С .	Décor and lighting for the Winter 2022-2023 Holiday Programs:
U .	2020 110 110 110 10 2022 2020 110 110 10 10 10 10 10 10 10 10 10 10

Description	Quantity	Unit Price	Total Price
Carson Event Center - East	st		
Entrance			
72" decorated and LED lit wreath with red bow	1	\$ 350.00	·
Medium palm trees wrapped at center with 700 LED warm white light	4	\$ 150.00	\$ 600.00
18FT lighted and decorated garland with red bow	10	\$ 500.00	\$ 5,000.00
Medium palm tree - fronds lighted with green mini lights	4	\$ 200.00	\$ 800.00
5FT lighted and red bow on awning	1	\$ 2,300.00	. ,
12FT lighted walk-thru ornament	1	\$ 5,000.00	\$ 5,000.00

Carson Event Center - North East Entrance				
275FT LED C9 perimeter lighting	1	\$ 1,925.00 \$	1,925.00	
Small bushes with LED mini lights	6	\$ 150.00 \$	900.00	
Small tree trunks and branches wrapped with mini lights	6	\$ 150.00 \$ \$ 150.00 \$	900.00	
Small scroll potted trees wrapped with mini lights	3	\$ 100.00 \$	300.00	
6FT winter wonderland scene with reindeer in grassy/bush	1	\$ 1,800.00 \$	1,800.00	
area	1	φ 1,000.00 φ	1,000.00	
Small trees wrapped	4	\$ 150.00 \$	600.00	
Carson Event Center - Atria	ım	•		
Small tree trunks and branches wrapped with mini lights	8	\$ 175.00 \$	1,400.00	
60" decorated and LED lit wreath with red bow	1	\$ 300.00 \$	300.00	
9FT garland swags with gold bows (5 qty)	1	\$ 600.00 \$	600.00	
6FT lighted reindeer on west grass area	3	\$ 300.00 \$	900.00	
90''x 20'' LED lighted scrolls on each column	8	\$ 500.00 \$	4,000.00	
36" lighted tear drop sprays with bows	16	\$ 150.00 \$	2,400.00	
New custom holiday vinyl banners **Install Only - Banners	8	\$ 150.00 \$	1,200.00	
Purchased by City in 2021** 12FT lighted walk-thru ornament	1	\$ 5,000.00 \$	5,000.00	
Carson Event Center - Patio Courtyard	_	φ 5,000.00 φ	5,000.00	
Small tree trunks wrapped with branches	2	\$ 200.00 \$	400.00	
Medium lollipop tree trunks wrapped with mini lights	6	\$ 250.00 \$	1,500.00	
Small bushes with LED mini lights (net lighting, approx. 20 nets)	20	\$ 100.00 \$	2,000.00	
Large banana tree trunk wrapped with mini lights	1	\$ 350.00 \$	350.00	
Carson Event Center - Live Trees	е			
18FT light and decorated live tree	1	\$ 5,500.00 \$	5,500.00	
18FT LIVE tree purchase, install, and removal	1	\$ 4,000.00 \$	4,000.00	
10FT light and decorate live tree	1	\$ 2,500.00 \$	2,500.00	
10FT LIVE tree purchase, install, and removal	1	\$ 2,100.00 \$	2,100.00	
6.5FT light and decorate live tree	1	\$ 600.00 \$	600.00	
6.5FT LIVE tree purchase, install, and removal	1	\$ 400.00 \$	400.00	
City Hall - Fountain Area	Į			
Custom holiday music system player	1	\$ 3,750.00 \$	3,750.00	
24FT Light and decorate live tree	1	\$ 8,600.00 \$	8,600.00	
24FT LIVE tree purchase, install, and removal	1	\$ 6,500.00 \$	6,500.00	
12FT Decorated and lit wreath with large red bow	1	\$ 2,500.00 \$	2,500.00	
Medium palm tree trunks wrapped with mini lights	4	\$ 250.00 \$	1,000.00	
Medium palm trees with RGB up lights	4	\$ 250.00 \$ \$ 250.00 \$	1,000.00	
Medium light posts wrapped with lit garland and red bows	2	\$ 250.00 \$ \$ 250.00 \$	500.00	
Small bushes with LED mini lights (net lighting, approx. 10	5	\$ 250.00 \$ \$ 150.00 \$	750.00	
nets)	1	\$ 2 750 00 ¢	2 750 00	
10FT giant lighted red bow on top of city hall building	1	\$ 2,750.00 \$	2,750.00	
20FT Lighted "Happy Holidays" sign	1	\$ 1,000.00 \$	1,000.00	
Medium palm tree fronds lighted with green mini lights	4	\$ 200.00 \$	800.00	

City Hall - Main Entrance				
60" decorated and lit wreath with bow	1	\$ 300.00	\$ 300.00	
Medium tree trunks wrapped with mini lights (left of pathway)	7	\$ 150.00	\$ 1,050.00	
Medium tree trunks wrapped with mini lights (right of	3	\$ 150.00	\$ 450.00	
pathway) Medium tree trunks wrapped with mini lights (left side of	14	\$ 150.00	\$ 2,100.00	
building)			. ,	
9FT stairs inside City Hall leading to Council Chambers garland with lights	2	\$ 250.00	\$ 500.00	
C9 lights glued to archway of city hall entrance	4	\$ 375.00	\$ 1,500.00	
C9 lights affixed to the angled pillars on the side of the building	10	\$ 150.00	\$ 1,500.00	
2FT animated lighted snowfall topper for live tree	1	\$ 299.00	\$ 299.00	
City Hall - Bridge Area				
220FT lit garland wrapped along bridge	1	\$ 2,000.00	\$ 2,000.00	
48" decorated and lit wreath with red bows	4	\$ 275.00	\$ 1,100.00	
Large pine trees in median trunk only wrapped with mini lights	10	\$ 150.00	\$ 1,500.00	
Small bushes with LED mini lights (net lighting, 10 nets needed)	4	\$ 150.00	\$ 600.00	
100FT fountain railing wrapped with mini lights	1	\$ 300.00	\$ 300.00	
760FT C9 perimeter lighting	1	\$ 5,320.00	\$ 5,320.00	
Large tree trunks and branches wrapped with mini lights	6	\$ 350.00	\$ 2,100.00	
Small palm tree trunks wrapped with mini lights	12	\$ 150.00	\$ 1,800.00	
Projector with custom GoBo	1	\$ 1,000.00	\$ 1,000.00	
Carson Street - Right Side of Street				
Medium palm tree trunks wrapped with mini lights	17	\$ 200.00	\$ 3,400.00	
Street Banners - Carson and Avalon				
3x6FT Lighted street banners on Carson from Bonita to Main	20	\$ 650.00	\$ 13,000.00	
3x6FT Lighted street banners from 220th to Del Amo	20	\$ 650.00	\$ 13,000.00	
Commercial grade red tinsel garland to all poles	80	\$ 125.00	\$ 10,000.00	
		TOTAL	\$ 147,594.00	
		-	"	

F. Section V. of Exhibit "C", Schedule of Compensation, is hereby amended as follows:

"The total compensation for the Services shall not exceed \$200,025.00 \$358,219.00, as provided in Section 2.1 of this Agreement."

G. Section I.C. is hereby added to Exhibit "D", Schedule of Performance as follows:

"C. Installation and removal of the décor and lighting for Winter 2022-2023 Holiday Programs:

	Start	Finish
Installation	November 21, 2022*	November 30, 2022*
Removal	January 2, 2023	January 6, 2023

*City Hall and the Community Center are closed November 24 – November 25 (Thanksgiving and Day After). However, Consultant can still install exterior decorations."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1 to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney [ndp]

CONSULTANT:

T & G GLOBAL, LLC DBA ST. NICK'S CHRISTMAS LIGHTING AND DECOR

By:_____

Name: Frankie Morales Title: CEO

By:

Name: Wade Francis Title: CFO

Address: 6861 Walker Street La Palma, CA 90623

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificat document to which this certificate is attached, and not the	e verifies only the identity of the individual who signed the truthfulness, accuracy or validity of that document.				
STATE OF CALIFORNIA					
COUNTY OF LOS ANGELES					
On, 2022 before me,, personally appeared, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY under the laws and correct.	s of the State of California that the foregoing paragraph is true				
WITNESS my hand and official seal.					
Signature:	_				
OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.					
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT				
TITLE(S)	TITLE OR TYPE OF DOCUMENT				
PARTNER(S) LIMITED GENERAL					
Image: ATTORNEY-IN-FACTImage: TRUSTEE(S)	NUMBER OF PAGES				
GUARDIAN/CONSERVATOR OTHER					
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))					
	SIGNER(S) OTHER THAN NAMED ABOVE				

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

basis of satisfactory acknowledged to m	evidence to be the person(s) e that he/she/they executed th e(s) on the instrument the per	, personally appeared whose names(s) is/are subscribed to he same in his/her/their authorized rson(s), or the entity upon behalf of	the within instrument and capacity(ies), and that by		
I certify under PENA and correct.	LTY OF PERJURY under the	laws of the State of California that the	foregoing paragraph is true		
WITNESS my hand	and official seal.				
Signature:					
OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.					
INDIVIDU.	Y CLAIMED BY SIGNER AL TE OFFICER	DESCRIPTION OF ATT	ACHED DOCUMENT		
	GENERAL	TITLE OR TYPE O	DF DOCUMENT		
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		SIGNER(S) OTHER TH	AN NAMED ABOVE		