

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** ("Amendment No. 1") 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 14 day of July, 2021.

### 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 (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 holiday decorations for a total of \$6,600, pursuant to Section 1.8 of the Agreement.

B. Section 3.4 of the Agreement provides for an extension of the Services, at City's sole discretion, for up to two (2) additional one-year periods.

B. City and Consultant now desire to amend the Agreement to extend the Services for one additional year and increase the compensation by \$118,795.00 to cover the costs of the Services for winter 2021-2022, for a total not-to-exceed contract sum of \$193,545.00.

### 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:**

"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 ~~Sixty Eight Thousand One Hundred Fifty Dollars (\$68,150.00)~~ ***One Hundred Nine-Three Thousand Five Hundred Forty-Five Dollars (\$193,545.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8"

**B. Section I.E. is hereby added to Exhibit "A", Scope of Services, as follows:**

***E. Décor and lighting for the Winter 2021-2022 Holiday Programs shall be as follows:***

Exhibit No. 3

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<i>Size</i>	<i>Decoration</i>	<i>Location</i>	<i># of Units</i>
<i>72"</i>	<i>Decorated and LED lit wreath with large red bow</i>	<i>East Front Entrance Community Center</i>	<i>1</i>
<i>Medium</i>	<i>Palm trees wrapped at center with 700 LED warm white lights</i>	<i>East Front Entrance Community Center</i>	<i>4</i>
<i>18 ft.</i>	<i>14" lighted/decorated garland with red bow per concrete post</i>	<i>East Front Entrance Community Center</i>	<i>10</i>
<i>275 ft.</i>	<i>LED C9 perimeter lighting lower level</i>	<i>North East Entrance Community Center</i>	<i>1</i>
<i>Small</i>	<i>Bushes with LED mini lights</i>	<i>North East Entrance Community Center</i>	<i>6</i>
<i>Small</i>	<i>Tree trunks and branches wrapped with mini lights</i>	<i>North East Entrance Community Center</i>	<i>6</i>
<i>Small</i>	<i>Scroll potted trees wrapped with mini lights</i>	<i>North East Entrance Community Center</i>	<i>3</i>
<i>6 ft.</i>	<i>Winter wonderland scene with reindeer in grassy/bush area</i>	<i>North East Entrance Community Center</i>	<i>1</i>
<i>Small</i>	<i>Tree trunks and branches wrapped with mini lights</i>	<i>Atrium – Community Center</i>	<i>8</i>
<i>60"</i>	<i>Decorated and LED lit wreaths with large red bows</i>	<i>Atrium – Community Center</i>	<i>3</i>
<i>6 ft.</i>	<i>Lighted reindeer on west grass area</i>	<i>Atrium – Community Center</i>	<i>3</i>
<i>90" x 26"</i>	<i>LED lighted scrolls on each column</i>	<i>Atrium – Community Center</i>	<i>8</i>

<b>36"</b>	<b><i>Lighted tear drop sprays with bows</i></b>	<b><i>Atrium – Community Center</i></b>	<b><i>16</i></b>
<b><i>Small</i></b>	<b><i>Tree trunks wrapped with mini lights</i></b>	<b><i>Patio A Courtyard – Community Center</i></b>	<b><i>2</i></b>
<b><i>Medium</i></b>	<b><i>Lollipop tree trunks wrapped with mini lights</i></b>	<b><i>Patio A Courtyard – Community Center</i></b>	<b><i>6</i></b>
<b><i>Small</i></b>	<b><i>Bushes with LED mini lights (net lighting – approx. 20 nets needed)</i></b>	<b><i>Patio A Courtyard – Community Center</i></b>	<b><i>20</i></b>
<b><i>Large</i></b>	<b><i>Banana tree trunk wrapped with mini lights</i></b>	<b><i>Patio A Courtyard – Community Center</i></b>	<b><i>1</i></b>
<b><i>18 ft.</i></b>	<b><i>Light and decorate live tree</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>
<b><i>18 ft.</i></b>	<b><i>LIVE tree purchase, install and removal</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>
<b><i>10 ft.</i></b>	<b><i>Light and decorate live tree</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>
<b><i>10 ft.</i></b>	<b><i>LIVE tree purchase, install and removal</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>
<b><i>6.5 ft.</i></b>	<b><i>Light and decorate live tree</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>
<b><i>6.5 ft.</i></b>	<b><i>LIVE tree purchase, install and removal</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>
<b><i>Custom</i></b>	<b><i>Holiday music system player</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>
<b><i>24 ft.</i></b>	<b><i>Light and decorate live tree</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>
<b><i>24 ft.</i></b>	<b><i>LIVE tree purchase, install and removal</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>
<b><i>12 ft.</i></b>	<b><i>Decorated and LED lit wreath with large red bow</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>

<i>Medium</i>	<i>Palm trees trunk wrapped with mini lights</i>	<i>City Hall Fountain Area</i>	<i>4</i>
<i>Medium</i>	<i>Palm trees with RGB up light on fronds</i>	<i>City Hall Fountain Area</i>	<i>4</i>
<i>Medium</i>	<i>Light posts wrapped with lit garland and red bows</i>	<i>City Hall Fountain Area</i>	<i>2</i>
<i>Small</i>	<i>Bushes with LED mini lights (net lighting – approx. 10 nets needed)</i>	<i>City Hall Fountain Area</i>	<i>5</i>
<i>10 ft.</i>	<i>Giant lighted red bow on top of City Hall building</i>	<i>City Hall Fountain Area</i>	<i>1</i>
<i>20 ft.</i>	<i>Lighted Happy Holidays sign</i>	<i>City Hall Fountain Area</i>	<i>1</i>
<i>60"</i>	<i>Decorated and lit wreath with bow</i>	<i>City Hall Main Entrance</i>	<i>1</i>
<i>Medium</i>	<i>Tree trunks wrapped with mini lights (left of pathway)</i>	<i>City Hall Main Entrance</i>	<i>7</i>
<i>Medium</i>	<i>Tree trunks wrapped with mini lights (right of pathway)</i>	<i>City Hall Main Entrance</i>	<i>11</i>
<i>Medium</i>	<i>Tree trunks wrapped with mini lights (left side of building)</i>	<i>City Hall Main Entrance</i>	<i>14</i>
<i>9 ft.</i>	<i>Stairs inside City Hall leading to Council Chambers garland with bows</i>	<i>City Hall Main Entrance</i>	<i>2</i>
<i>220 ft.</i>	<i>Lit garland wrapped along bridge</i>	<i>City Hall – Bridge Area</i>	<i>1</i>
<i>48"</i>	<i>Decorated and lit wreath with red bows on each side of bridge</i>	<i>City Hall – Bridge Area</i>	<i>4</i>
<i>Large</i>	<i>Pine trees in median – trunk only wrapped with</i>	<i>City Hall – Bridge Area</i>	<i>10</i>

	<i>mini lights</i>		
<i>Small</i>	<i>Bushes with LED mini lights (net lighting – approx. 10 nets needed)</i>	<i>City Hall – Bridge Area</i>	<i>4</i>
<i>100 ft.</i>	<i>Fountain railing wrapped with LED mini lights</i>	<i>City Hall – Bridge Area</i>	<i>1</i>
<i>760 ft.</i>	<i>LED C9 perimeter lighting</i>	<i>City Hall – Perimeter</i>	<i>1</i>
<i>Large</i>	<i>Tree trunks and branches wrapped with mini lights</i>	<i>City Hall – Grass Area</i>	<i>6</i>
<i>Small</i>	<i>Palm tree trunks wrapped with mini lights</i>	<i>City Hall – Grass Area</i>	<i>12</i>
<i>Medium</i>	<i>Palm tree trunks wrapped with mini lights</i>	<i>Carson Street – right side of street</i>	<i>17</i>
<i>3x6 ft.</i>	<i>Lighted street banners on Carson from Bonita to Main</i>	<i>Street banners – Carson &amp; Avalon</i>	<i>20</i>
<i>3x6 ft.</i>	<i>Lighted street banners on Avalon from 220<sup>th</sup> to Del Amo</i>	<i>Street banners – Carson &amp; Avalon</i>	<i>20</i>
<i>Enhancements</i>			
<i>Reg.</i>	<i>C9 lights glued to archway of City Hall entrance</i>	<i>City Hall Main Entrance</i>	<i>4</i>
<i>Reg.</i>	<i>C9 lights affixed to the angled pillars on the side of the building</i>	<i>City Hall Main Entrance</i>	<i>10</i>
<i>2 ft.</i>	<i>Animated lighted snowfall tree topper for live tree</i>	<i>City Hall Main Entrance</i>	<i>1</i>
<i>Reg.</i>	<i>Projector with custom gobo</i>	<i>City Hall – Bridge Area</i>	<i>1</i>

**C. Section 3.4, Term, is hereby amended as follows:**

“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 ~~one (1)~~ **two (2)** 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.*”

**D. Section I.B. is hereby added to Exhibit “C”, Schedule of Compensation, as follows:**

**B. *Décor and lighting for the Winter 2021-2022 Holiday Programs:***

<i>Size</i>	<i>Decoration</i>	<i>Location</i>	<i># of Units</i>	<i>Price per Unit</i>	<i>Total</i>
<i>72”</i>	<i>Decorated and LED lit wreath with large red bow</i>	<i>East Front Entrance Community Center</i>	<i>1</i>	<i>\$350</i>	<i>\$350</i>
<i>Medium</i>	<i>Palm trees wrapped at center with 700 LED warm white lights</i>	<i>East Front Entrance Community Center</i>	<i>4</i>	<i>\$150</i>	<i>\$600</i>
<i>18 ft.</i>	<i>14” lighted/decorated garland with red bow per concrete post</i>	<i>East Front Entrance Community Center</i>	<i>10</i>	<i>\$500</i>	<i>\$5,000</i>
<i>275 ft.</i>	<i>LED C9 perimeter lighting lower level</i>	<i>North East Entrance Community Center</i>	<i>1</i>	<i>\$1,925</i>	<i>\$1,925</i>
<i>Small</i>	<i>Bushes with LED mini lights</i>	<i>North East Entrance Community Center</i>	<i>6</i>	<i>\$150</i>	<i>\$900</i>
<i>Small</i>	<i>Tree trunks and branches wrapped with mini lights</i>	<i>North East Entrance Community Center</i>	<i>6</i>	<i>\$150</i>	<i>\$900</i>
<i>Small</i>	<i>Scroll potted trees wrapped with mini lights</i>	<i>North East Entrance Community Center</i>	<i>3</i>	<i>\$100</i>	<i>\$300</i>

<b>6 ft.</b>	<b><i>Winter wonderland scene with reindeer in grassy/bush area</i></b>	<b><i>North East Entrance Community Center</i></b>	<b><i>1</i></b>	<b><i>\$1,800</i></b>	<b><i>\$1,800</i></b>
<b><i>Small</i></b>	<b><i>Tree trunks and branches wrapped with mini lights</i></b>	<b><i>Atrium – Community Center</i></b>	<b><i>8</i></b>	<b><i>\$175</i></b>	<b><i>\$1,400</i></b>
<b><i>60”</i></b>	<b><i>Decorated and LED lit wreaths with large red bows</i></b>	<b><i>Atrium – Community Center</i></b>	<b><i>3</i></b>	<b><i>\$300</i></b>	<b><i>\$900</i></b>
<b><i>6 ft.</i></b>	<b><i>Lighted reindeer on west grass area</i></b>	<b><i>Atrium – Community Center</i></b>	<b><i>3</i></b>	<b><i>\$300</i></b>	<b><i>\$900</i></b>
<b><i>90” x 26”</i></b>	<b><i>LED lighted scrolls on each column</i></b>	<b><i>Atrium – Community Center</i></b>	<b><i>8</i></b>	<b><i>\$500</i></b>	<b><i>\$4,000</i></b>
<b><i>36”</i></b>	<b><i>Lighted tear drop sprays with bows</i></b>	<b><i>Atrium – Community Center</i></b>	<b><i>16</i></b>	<b><i>\$150</i></b>	<b><i>\$2,400</i></b>
<b><i>Small</i></b>	<b><i>Tree trunks wrapped with mini lights</i></b>	<b><i>Patio A Courtyard – Community Center</i></b>	<b><i>2</i></b>	<b><i>\$200</i></b>	<b><i>\$400</i></b>
<b><i>Medium</i></b>	<b><i>Lollipop tree trunks wrapped with mini lights</i></b>	<b><i>Patio A Courtyard – Community Center</i></b>	<b><i>6</i></b>	<b><i>\$250</i></b>	<b><i>\$1,500</i></b>
<b><i>Small</i></b>	<b><i>Bushes with LED mini lights (net lighting – approx. 20 nets needed)</i></b>	<b><i>Patio A Courtyard – Community Center</i></b>	<b><i>20</i></b>	<b><i>\$100</i></b>	<b><i>\$2,000</i></b>
<b><i>Large</i></b>	<b><i>Banana tree trunk wrapped with mini lights</i></b>	<b><i>Patio A Courtyard – Community Center</i></b>	<b><i>1</i></b>	<b><i>\$350</i></b>	<b><i>\$350</i></b>
<b><i>18 ft.</i></b>	<b><i>Light and decorate live tree</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>	<b><i>\$5,500</i></b>	<b><i>\$5,500</i></b>
<b><i>18 ft.</i></b>	<b><i>LIVE tree purchase, install and removal</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>	<b><i>\$4,000</i></b>	<b><i>\$4,000</i></b>
<b><i>10 ft.</i></b>	<b><i>Light and decorate live tree</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>	<b><i>\$2,500</i></b>	<b><i>\$2,500</i></b>
<b><i>10 ft.</i></b>	<b><i>LIVE tree purchase,</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>	<b><i>\$2,100</i></b>	<b><i>\$2,100</i></b>

	<i>install and removal</i>				
<b>6.5 ft.</b>	<b><i>Light and decorate live tree</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>	<b><i>\$600</i></b>	<b><i>\$600</i></b>
<b>6.5 ft.</b>	<b><i>LIVE tree purchase, install and removal</i></b>	<b><i>Community Center</i></b>	<b><i>1</i></b>	<b><i>\$400</i></b>	<b><i>\$400</i></b>
<b>Custom</b>	<b><i>Holiday music system player</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>	<b><i>\$3,750</i></b>	<b><i>\$3,750</i></b>
<b>24 ft.</b>	<b><i>Light and decorate live tree</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>	<b><i>\$8,600</i></b>	<b><i>\$8,600</i></b>
<b>24 ft.</b>	<b><i>LIVE tree purchase, install and removal</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>	<b><i>\$6,500</i></b>	<b><i>\$6,500</i></b>
<b>12 ft.</b>	<b><i>Decorated and LED lit wreath with large red bow</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>	<b><i>\$2,500</i></b>	<b><i>\$2,500</i></b>
<b>Medium</b>	<b><i>Palm trees trunk wrapped with mini lights</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>4</i></b>	<b><i>\$250</i></b>	<b><i>\$1,000</i></b>
<b>Medium</b>	<b><i>Palm trees with RGB up light on fronds</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>4</i></b>	<b><i>\$250</i></b>	<b><i>\$1,000</i></b>
<b>Medium</b>	<b><i>Light posts wrapped with lit garland and red bows</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>2</i></b>	<b><i>\$250</i></b>	<b><i>\$500</i></b>
<b>Small</b>	<b><i>Bushes with LED mini lights (net lighting – approx. 10 nets needed)</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>5</i></b>	<b><i>\$150</i></b>	<b><i>\$750</i></b>
<b>10 ft.</b>	<b><i>Giant lighted red bow on top of City Hall building</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>	<b><i>\$2,750</i></b>	<b><i>\$2,750</i></b>
<b>20 ft.</b>	<b><i>Lighted Happy Holidays sign</i></b>	<b><i>City Hall Fountain Area</i></b>	<b><i>1</i></b>	<b><i>\$1,000</i></b>	<b><i>\$1,000</i></b>
<b>60"</b>	<b><i>Decorated and lit wreath with bow</i></b>	<b><i>City Hall Main Entrance</i></b>	<b><i>1</i></b>	<b><i>\$300</i></b>	<b><i>\$300</i></b>
<b>Medium</b>	<b><i>Tree trunks wrapped with mini lights (left of</i></b>	<b><i>City Hall Main</i></b>	<b><i>7</i></b>	<b><i>\$150</i></b>	<b><i>\$1,050</i></b>



	<i>pathway)</i>	<i>Entrance</i>			
<i>Medium</i>	<i>Tree trunks wrapped with mini lights (right of pathway)</i>	<i>City Hall Main Entrance</i>	<i>11</i>	<i>\$150</i>	<i>\$1,650</i>
<i>Medium</i>	<i>Tree trunks wrapped with mini lights (left side of building)</i>	<i>City Hall Main Entrance</i>	<i>14</i>	<i>\$150</i>	<i>\$2,100</i>
<i>9 ft.</i>	<i>Stairs inside City Hall leading to Council Chambers garland with bows</i>	<i>City Hall Main Entrance</i>	<i>2</i>	<i>\$250</i>	<i>\$500</i>
<i>220 ft.</i>	<i>Lit garland wrapped along bridge</i>	<i>City Hall – Bridge Area</i>	<i>1</i>	<i>\$2,000</i>	<i>\$2,000</i>
<i>48"</i>	<i>Decorated and lit wreath with red bows on each side of bridge</i>	<i>City Hall – Bridge Area</i>	<i>4</i>	<i>\$275</i>	<i>\$1,100</i>
<i>Large</i>	<i>Pine trees in median – trunk only wrapped with mini lights</i>	<i>City Hall – Bridge Area</i>	<i>10</i>	<i>\$150</i>	<i>\$1,500</i>
<i>Small</i>	<i>Bushes with LED mini lights (net lighting – approx. 10 nets needed)</i>	<i>City Hall – Bridge Area</i>	<i>4</i>	<i>\$150</i>	<i>\$600</i>
<i>100 ft.</i>	<i>Fountain railing wrapped with LED mini lights</i>	<i>City Hall – Bridge Area</i>	<i>1</i>	<i>\$300</i>	<i>\$300</i>
<i>760 ft.</i>	<i>LED C9 perimeter lighting</i>	<i>City Hall – Perimeter</i>	<i>1</i>	<i>\$5,320</i>	<i>\$5,320</i>
<i>Large</i>	<i>Tree trunks and branches wrapped with mini lights</i>	<i>City Hall – Grass Area</i>	<i>6</i>	<i>\$350</i>	<i>\$2,100</i>
<i>Small</i>	<i>Palm tree trunks wrapped with mini lights</i>	<i>City Hall – Grass Area</i>	<i>12</i>	<i>\$150</i>	<i>\$1,800</i>
<i>Medium</i>	<i>Palm tree trunks wrapped with mini</i>	<i>Carson Street – right side of street</i>	<i>17</i>	<i>\$200</i>	<i>\$3,400</i>

	<i>lights</i>				
<i>3x6 ft.</i>	<i>Lighted street banners on Carson from Bonita to Main</i>	<i>Street banners – Carson &amp; Avalon</i>	<i>20</i>	<i>\$650</i>	<i>\$13,000</i>
<i>3x6 ft.</i>	<i>Lighted street banners on Avalon from 220<sup>th</sup> to Del Amo</i>	<i>Street banners – Carson &amp; Avalon</i>	<i>20</i>	<i>\$650</i>	<i>\$13,000</i>
<b><i>Enhancements</i></b>					
<b><i>Reg.</i></b>	<b><i>C9 lights glued to archway of City Hall entrance</i></b>	<b><i>City Hall Main Entrance</i></b>	<b><i>4</i></b>	<b><i>N/A</i></b>	<b><i>No charge to City</i></b>
<b><i>Reg.</i></b>	<b><i>C9 lights affixed to the angled pillars on the side of the building</i></b>	<b><i>City Hall Main Entrance</i></b>	<b><i>10</i></b>	<b><i>N/A</i></b>	<b><i>No charge to City</i></b>
<b><i>2 ft.</i></b>	<b><i>Animated lighted snowfall tree topper for live tree</i></b>	<b><i>City Hall Main Entrance</i></b>	<b><i>1</i></b>	<b><i>N/A</i></b>	<b><i>No charge to City</i></b>
<b><i>Reg.</i></b>	<b><i>Projector with custom gobo</i></b>	<b><i>City Hall – Bridge Area</i></b>	<b><i>1</i></b>	<b><i>N/A</i></b>	<b><i>No charge to City</i></b>
				<b><i>TOTAL</i></b>	<b><i>\$118,795.00</i></b>

**E. Section V. of Exhibit “C”, Schedule of Compensation, is hereby amended as follows:**

“The total compensation for the Services shall not exceed ~~\$68,150.00~~ **\$193,545.00**, as provided in Section 2.1 of this Agreement.”

**F. Section I.B. is hereby added to Exhibit “D”, Schedule of Performance as follows:**

**B. Installation and removal of the décor and lighting for Winter 2021-2022 Holiday Programs:**

	<b><i>Start</i></b>	<b><i>Finish</i></b>
<b><i>Installation</i></b>	<b><i>November 22, 2021</i></b>	<b><i>November 30, 2021</i></b>

<i>Removal</i>	<i>January 3, 2022</i>	<i>January 7, 2022</i>
----------------	------------------------	------------------------

2. **Continuing Effect of Agreement.** Except as amended by this 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. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this 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. 1, 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. 1, 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. 1.

5. **Authority.** The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement 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. 1 on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**


\_\_\_\_\_  
John W. Carroll, Sr., Chief Deputy 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: 521 E. 1<sup>st</sup> Street  
Long Beach, CA 90802

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 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

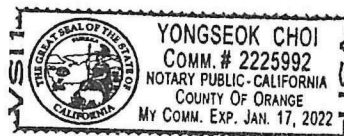
COUNTY OF ~~LOS ANGELES~~ <sup>41</sup> ORANGE

On July 14<sup>th</sup>, 2021 before me, YONGSEOK CHOI, Notary personally appeared FRANKIE MORALES 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 of the State of California that the foregoing paragraph is true and correct.

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

CEO

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER \_\_\_\_\_

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

Amendment No 1

TITLE OR TYPE OF DOCUMENT

12

NUMBER OF PAGES

July 14, 2021

DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

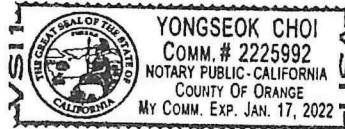
COUNTY OF ~~LOS ANGELES~~ ORANGE

On July 14<sup>th</sup>, 2021 before me, YONGSEOK CHOI, Notary-personally appeared WADE FRANCIS, proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 of the State of California that the foregoing paragraph is true and correct.

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**

- |                                     |                      |                                  |
|-------------------------------------|----------------------|----------------------------------|
| <input type="checkbox"/>            | INDIVIDUAL           |                                  |
| <input checked="" type="checkbox"/> | CORPORATE OFFICER    |                                  |
|                                     | <u>CFO</u>           |                                  |
|                                     | TITLE(S)             |                                  |
| <input type="checkbox"/>            | PARTNER(S)           | <input type="checkbox"/> LIMITED |
|                                     |                      | <input type="checkbox"/> GENERAL |
| <input type="checkbox"/>            | ATTORNEY-IN-FACT     |                                  |
| <input type="checkbox"/>            | TRUSTEE(S)           |                                  |
| <input type="checkbox"/>            | GUARDIAN/CONSERVATOR |                                  |
| <input type="checkbox"/>            | OTHER                |                                  |

**DESCRIPTION OF ATTACHED DOCUMENT**

Amendment No 1

NUMBER OF PAGES

**SIGNER IS REPRESENTING:**  
(NAME OF PERSON(S) OR ENTITY(IES))

July 14, 2021  
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE