

**SECOND AMENDMENT TO AGREEMENT BETWEEN
TEMECULA COMMUNITY SERVICES DISTRICT AND T & G GLOBAL, LLC
DBA ST. NICK'S**

OLD TOWN CHRISTMAS TREE INSTALL AND REMOVAL

THIS SECOND AMENDMENT is made and entered into as of **June 13, 2023**, by and between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and **T & G Global dba St. Nick's , LLC a Corporation**, (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
 - a. On **July 1, 2021**, the City and Contractor entered into that certain Agreement entitled "Agreement for **Old Town Christmas Tree Install and Removal**," in the amount of **\$50,000.00**.
 - b. On **October 19, 2022**, the City and Contractor entered into the **First Amendment** to that certain Agreement entitled "Agreement for **Old Town Christmas Tree Install and Removal**," to add scope of work, and amend Section 22 of the Agreement entitled "**NOTICES**."
 - c. The parties now desire to amend scope of work, and increase the payment in the amount of **\$250,000.00**, and to amend the Agreement as set forth in this Amendment.
2. Exhibit "**A & B**" to the Agreement is hereby amended by adding thereto the items sets forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.
3. Section **10** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Contractor, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **SECOND** Amendment amount shall not exceed **Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00)**, for the **total term of the agreement** unless additional payment is approved as provided by this Agreement.

4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TEMECULA COMMUNITY SERVICES DISTRICT

T & G GLOBAL, LLC dba ST. NICK'S
(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
James Stewart, TCSD President

By: Wade Francis
Wade Francis, Managing Member

ATTEST:

By: _____
Randi Johl, Secretary

By: Gail Christenson
~~Nicholas Adams, Founder~~
Daniel Christenson,
Director of Sales

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, General Counsel

CONTRACTOR
T & G Global, LLC dba St. Nick's
Attn: Daniel Christenson
6861 Walker Street
La Palma, CA 90623
(562) 438-0017
daniel@st-nicks.com

City Purchasing Mgr.
Initials and
Date: KR 5/12/23

ATTACHMENT A

EXHIBIT A

Exhibit A has changed to the following:

Tasks to be Performed

The specific elements (scope of work) of this service include:

- The purchase, and/or installation, and/or removal of the following:
 - Decorations
 - Decorative Lighting
 - Light Displays
 - Christmas Tree
 - Ornaments
 - Photo Ops
 - String Lights
 - Snowflakes
 - Signage
 - LED Lights

- Contractor shall coordinate with the City on scheduling the Equipment installation and removal along with arranging for any traffic safety requirements during installation and removal.

- City will provide a sufficient electrical source.