

CITY OF SIGNAL HILL
SECOND AMENDMENT TO AGREEMENT FOR GENERAL SERVICES
FOR OUTDOOR HOLIDAY LIGHTS AND DECORATION SERVICES

1. PARTIES AND DATE

This Second Amendment to Agreement for Outdoor Holiday Lights and Decoration Services ("Second Amendment") is made effective this ___ day of ____ 2025 by and between the City of Signal Hill, a municipal corporation organized under the laws of the State of California with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and CLIPA, LLC DBA Celebration Holiday Studio, a Limited Liability Company with its principal place of business at 8 Holland, Irvine, CA 92618 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS

2.1 Agreement. The Parties entered into that certain Agreement for Outdoor Holiday Lights and Decoration Services effective July 23, 2024, providing for a total compensation of \$91,000 and an initial term expiring on January 30, 2025 ("Agreement").

2.2 Term. Section 3.1.2 ("Term") of the Agreement, provides in relevant part that, the City, in its sole discretion may extend the term of the Agreement for no more than three (3) additional consecutive one (1) year terms. It further provides that, the term may be extended up to 180 calendar days ("Term Contingency") at the sole discretion of the City, and with approval of the City Manager.

2.3 Amendment; Modification. Section 3.5.13 ("Amendment; Modification") of the Agreement, provides that the Agreement may be supplemented, modified, or amended pursuant to a writing signed by both Parties.

2.4 Compensation. Section 3.3.1 ("Compensation") of the Agreement provides in relevant part, that the Contractor shall be compensated for services performed under the Agreement in a not to exceed amount of ninety-one thousand dollars (\$91,000.00) without prior written approval of the City Manager.

2.5 First Amendment. Pursuant to Section 3.1.2, the Parties entered into a First Amendment of the Agreement on January 14, 2025, extending the term of the Agreement by six (6) months to expire on July 31, 2025. No other changes were made via the First Amendment. Accordingly, the Agreement shall expire on July 31, 2025.

2.6 Second Amendment. The Parties desire to amend the Agreement to: (1) extend its duration by one year to June 30, 2026; and (2) increase the amount of compensation by an additional seventy-thousand dollars \$70,000.00, making the not to exceed amount one hundred sixty-one thousand dollars (\$161,000.00).

3. TERMS

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 The term of this Agreement shall be from **July 24, 2024** to **June 30, 2026**, unless earlier terminated as provided herein. The City shall have the unilateral option at its sole discretion to extend the term of this Agreement for no more than two (2) additional consecutive one (1) year terms. Additionally, the term may be extended up to 180 calendar days ("Term Contingency") at the sole discretion of the City, and with approval of the City Manager. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

3.3.1. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred sixty-one thousand dollars (\$161,000.00), without prior written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. If the term of this Agreement is extended pursuant to Section 3.1.2 of this Agreement, the total compensation may, at the City's sole discretion be increased by ten (10) percent each one-year extension period. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Remaining Provisions. Except as specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall continue in full force and effect.

**SIGNATURE PAGE FOR SECOND AMENDMENT TO AGREEMENT
FOR GENERAL SERVICES
BETWEEN THE CITY OF SIGNAL HILL
AND CLIPA, LLC DBA CELEBRATION HOLIDAY STUDIO**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SIGNAL HILL

**CLIPA, LLC DBA
CELEBRATION HOLIDAY STUDIO**

By: _____
Carlo Tomaino,
City Manager

By: _____
David Hyden
Managing Member

ATTEST:

By: _____
Brook Hyden
Managing Member

By: _____
Tina Knapp,
Assistant City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson,
Best Best & Krieger LLP
City Attorney