

**FOURTH AMENDMENT**  
**HOLIDAY LIGHT AND DÉCOR INSTALLATION SERVICES**  
**FOR THE CITY OF FLAGSTAFF**  
Contract No. 2022-29

This Fourth Amendment (“Fourth Amendment”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Flagstaff, a political subdivision of the State of Arizona and Flaglights, LLC dba Holiday Cheer, an Arizona limited liability company (“Contractor”). The City and Contractor may be referred to as “Party” or jointly as “Parties.”

**RECITALS**

**WHEREAS**, through a Holiday Light and Décor Installation Services Contract dated October 18, 2021 (the “Initial Contract”), the City entered into an agreement to wherein Contractor installed and removed certain holiday lights and décor at a cost of **\$59,440.00**.

**WHEREAS**, the term of the contract was one (1) year with four (4) additional one (1)-year renewal terms. Although not specified in the Initial Contract, the Parties intended that this cost be an annual cost to the City for each of the renewal terms of the contract;

**WHEREAS**, the Parties elected to renew the Initial Contract for a second year and through Amendment #01 dated November 10, 2022, the Parties added certain “add-on” options to the scope of work in the amount of \$6,960. The cost for Amendment #01 was **\$66,400**;

**WHEREAS**, the Parties elected to renew the Initial Contract for a third year and through Amendment #02 dated January 4, 2023, the Parties added certain “add-on” options to the scope of work in the amount of \$300. The cost for Amendment #02 was **\$66,700**;

**WHEREAS**, the Parties elected to renew the Initial Contract for a fourth year and through the Third Amendment dated August 21, 2024, the Parties added more options to the scope of work. The cost for the Third Amendment was **\$73,000**;

**WHEREAS**, the total compensation provided to Contractor under the Initial Contract and all amendments, including this Fourth Amendment, will have been **\$353,665**; and

**WHEREAS**, the Parties to the Initial Contract and each subsequent amendment and/or extension, desire to amend the agreement. Deleted text has a ~~strike through~~ and new text is **BOLDED AND ALL CAPS**.

**AGREEMENT**

**NOW, THEREFORE**, effective on the last date of execution, in consideration for the mutual promises contained herein, the Parties agree as follows:

- A. Paragraph 1. Scope of Work, is amended in whole and replaced with the Scope of Work dated July 17, 2025 attached to this Fourth Amendment as Exhibit A.
- B. Paragraph 2. Compensation, is amended from the text adopted in the Third Amendment to read:

In consideration of the Contractor's satisfactory performance, City shall pay an amount **OF SEVENTY-THREE THOUSAND DOLLARS AND NO CENTS (\$73,000.00) EIGHTY-EIGHT THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$88,125)**, annually, for the remaining term of the contract, as defined by Exhibit A. Any price adjustment must be approved by mutual written consent of the Parties through a formal amendment. The City Manager or his/her designee (the Purchasing Director) may approve an amendment if the total amount of the annual contract price, as amended, is less than \$100,000; otherwise, City Council approval is required.

- C. City is exercising its final option to renew the Initial Contract as indicated in Paragraph 5. The agreement is hereby renewed for a period of one year and shall fully expire on October 18, 2026. However, there is a ninety (90) day unilateral extension period available to the City pursuant to Paragraph 6.
- D. All other terms and conditions of the Initial Contract and amendments, except to the extent amended herein, remain in full force and effect.
- E. The Recitals are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date hereinbefore indicated.

**City of Flagstaff**

**Flaglights, LLC dba Holiday Cheer**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney



## Quote

Holiday Cheer  
3704 E El Paso Dr  
Flagstaff, AZ 86004  
928.600.0678  
holidaycheerlighting@gmail.com

**Customer Name:** City of Flagstaff

**Date:** 8/25/2025

### **2025 Lighting Season**

<b><u>Service</u></b>	<b><u>Price</u></b>
Wheeler Park	\$20,750.00
Additional blue tree in Wheeler	\$1,925.00
City Hall	\$5,165.00
Library	\$4,535.00
2 Spot	\$1,345.00
Visitor's Center	\$1,950.00
Street Trees/Wreaths	\$29,125.00
Heritage Square	\$2,315.00
Install tree in Heritage square	\$4,000.00
Remove tree in Heritage square	\$2,250.00
Milligan	\$2,060.00
Solar lights on spruces	\$900.00
Skate at the Station	\$300.00
Garland Installation	\$11,505.00
<b>Total</b>	<b>\$88,125.00</b>