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**FIRST AMENDMENT TO “LICENSE AGREEMENT  
BETWEEN CITY OF TEMECULA AND FRIENDS OF THE  
TEMECULA LIBRARIES FOR USE OF CITY REAL  
PROPERTY”**

**This First Amendment** is made and effective as of October 14, 2025 between the City of Temecula, a municipal corporation (“City”) and Friends of the Temecula Libraries a California nonprofit corporation, (hereinafter referred to as "Licensee"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:

A. On August 9, 2022, the City and Licensee entered into that certain Agreement entitled “License Agreement Between City of Temecula and Friends of the Temecula Libraries for Use of City Real Property” (“Agreement”).

B. The parties now desire to provide for additional storage space for the Licensee and to update the insurance provisions as set forth in this Amendment.

2. Paragraph 2 of the Agreement is hereby amended to read as follows:

**2. RIGHT TO USE SUBJECT PROPERTY**

A. City hereby grants a license to Licensee to use the Subject Property, in accordance with and subject to the terms and conditions of this Agreement.

B. City hereby grants a license to Licensee to use a portion of the City’s Field Operations Center, located at 43200 Business Park Drive, Temecula, for the placement of a storage container in conjunction with Licensee’s bookstore operations, subject to the provisions of this Section.

1) The storage container shall not exceed 200 square feet.

2) Director of Community Services, or her designee (“Director”), shall, in writing, designate a location at the City Field Operations Center for the storage container not within a secured site, so as to provide access for the Licensee twenty-four hours a day, seven days a week and so as to avoid interference with City operations at the Field Operations Center.

3) Licensee shall, at its expense, purchase the storage container and have it delivered to the City Field Operations Center. Director shall approve in writing the storage container prior to its purchase.

4) City shall maintain the storage container at its sole cost and expense, including removal of trash, debris and leaves from the area around the storage container.

5) In the event that either the Licensee or the Director determines that the storage container is in such a condition that it needs to be removed or replaced, Licensee shall remove it or replace it within thirty (30) days of written notice at its sole cost and

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expense. If not removed or replaced within this period, the storage container and its contents shall be deemed abandoned and Director may dispose of it.

6) Except as provided in this Section 2.B., the Licensee use of the storage container shall be considered part of the Subject Property and governed by the provisions of the Agreement.

3. Section 6, Insurance Requirements, of the Agreement is hereby amended to read as follow:

## 6. INSURANCE REQUIREMENTS

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Licensee, its agents, representatives, employees, or subcontractors.

### a. Insurance Coverages

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, covering hired, (Code8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to it's employees. Pursuant to Labor Code Section 1861, Licensee must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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By executing this Agreement, Licensee is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

a. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee's products and completed operations of the Licensee; premises owned, occupied or used by the Contractor. General liability coverage can be provided in the form of an endorsement to the Licensee Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Licensee insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Licensee's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Licensee may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community

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Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Licensee's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Licensee.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Licensee shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Licensee's obligations are subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if City has approved lesser insurance requirements for Licensee, and all subcontractors must agree in writing to be bound by the provisions of this section.

c. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A:-VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

d. Verification of Coverage. Licensee shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.


e. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

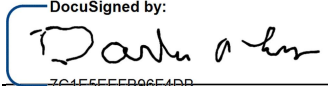
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4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representatives.

**FRIENDS OF TEMECULA LIBRARIES, a California  
non-profit corporation**

Signed by:  
By:   
C0966C48435F34DF...  
Name: Phyllis Ruse  
Title: President

DocuSigned by:  
By:   
7C1E5EEFB96F4DB...  
Name: Darlene Lynn  
Title: Treasurer

[**NOTE:** Licensee must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. ]

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**CITY**  
**CITY OF TEMECULA,**  
A California Municipal Corporation

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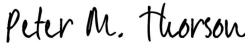
Brenden Kalfus, Mayor  
City of Temecula

ATTEST:

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Randi Johl, MMC  
City Clerk

APPROVED AS TO FORM:

Signed by:  
  
C343357E82E34B5...  
\_\_\_\_\_  
PETER M. THORSON  
City Attorney

Initial  
