

**FIRST AMENDMENT TO AGREEMENT BETWEEN
TEMECULA COMMUNITY SERVICES DISTRICT AND ADVANTAGE MAILING, LLC
PRINTING SERVICES- ACTIVITY GUIDE**

THIS FIRST AMENDMENT is made and entered into as of **January 14, 2025**, by and between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and **Advantage Mailing, LLC**, a Corporation (hereinafter referred to as "Consultant"). 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 **April 26, 2022**, the City and Consultant entered into that certain Agreement entitled "Non-Exclusive Services Agreement," in the amount of **\$241,646.00**.
 - b. The parties now desire to extend the term of the agreement to **December 31, 2026**, and increase the payment in the amount of **\$200,000**, and to amend the Agreement as set forth in this Amendment.

2. Section **1** of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **December 31, 2026**, unless sooner terminated pursuant to the provisions of this Agreement.

3. Section **4** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms 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 **FIRST** Amendment amount shall not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000.00)** for additional **printing of the Guide to Leisure Services** for a total Agreement amount of Four Hundred Forty-One Thousand Six Hundred Forty-Six Dollars and No Cents (**\$441,646.00**)

4. Section **12** of the Agreement entitled "**NOTICES**" is hereby amended to read as follows:

"Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later

designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: General Manager
41000 Main Street
Temecula, CA 92590

To Vendor: Advantage Mailing, LLC
Attn: Chris Baker
1600 N. Kraemer Boulevard
Anaheim, CA 92806

5. Exhibit "B" to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

6. 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

ADVANTAGE MAILING, LLC
(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Zak Schwank, TCSD President

By:  _____
Thomas Ling, Managing Member

ATTEST:

By: _____
Randi Johl, Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, General Counsel

CONSULTANT
Advantage Mailing, LLC

Attn: Chris Baker

1600 N. Kraemer Boulevard

Anaheim, CA 92806

**City Purchasing Mgr.
Initials and Date:**

