

**FIRST AMENDMENT TO AGREEMENT BETWEEN
TEMECULA COMMUNITY SERVICES DISTRICT AND TEMECULA GRAPESTOMPERS SQUARE
DANCE CLUB**

THIS FIRST AMENDMENT is made and entered into as of **February 11, 2025**, by and between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and **Temecula Grapestompers Square Dance Club a California Non-profit corporation** (hereinafter referred to as "Nonprofit"). 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 **January 8, 2024**, the City and Nonprofit entered into that certain Agreement entitled Sponsorship Agreement, in the amount of **\$1,440.00**.

b. The parties now desire to extend the term of the agreement to **December 31, 2025**, continue in-kind City staff support valued at \$1,440.00 and to amend the Agreement as set forth in this Amendment.

2. Section **2** 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, 2025**, unless sooner terminated pursuant to the provisions of this Agreement.

3. Section **3** of the Agreement entitled "**CONSIDERATION**" is hereby amended to read as follows:

In exchange for providing the Nonprofit with in-kind city-support services at an amount not to exceed **Two Thousand Eight Hundred Eighty Dollars and No Cents (\$2,880.00)** as listed in Exhibit B, the City of Temecula shall be designated as a Co-Sponsor of the Event.

4. Section **4** of the Agreement entitled "**WRITTEN NOTICE**" 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 Recipient: Temecula Grapestompers Square Dance Club
Attn: Agnes Gaertner
45620 Calle Cuero
Temecula, CA 92590

To Recipient: Temecula Grapestompers Square Dance Club
Attn: Agnes Gaertner
45620 Calle Cuero
Temecula, CA 92590

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

TEMECULA GRAPESTOMPERS SQUARE DANCE CLUB

(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: Aghes Gaertner
Aghes Gaertner, President

ATTEST:

By: _____
Randi Johl, Secretary

By: Randy Whaley
Randy Whaley, Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, General Counsel

NONPROFIT
Temecula Grapestompers Square Dance Club
Attn: Agnes Gaertner
45620 Calle Cuero
Temecula, CA 92590
amgtemecula@gmail.com

ATTACHMENT A

Exhibit B In-Kind Services

Estimated Value of City Support Services and Costs

Based on the input from City departments we received estimated cost projections for the Non-Profit meetings. The follow expense can be anticipated for the event:

CRC Rental Fees for 2024: **\$1,440.00**

CRC Rental Fees for 2025: **\$1,440.00**

TOTAL: **\$2,880.00**