

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
TEMECULA COMMUNITY SERVICES DISTRICT AND SHAWNA SARNOWSKI  
PHOTOGRAPHY SERVICES AT EVENTS AND PROGRAMS**

**THIS FIRST AMENDMENT** is made and entered into as of **September 12, 2023**, by and between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and **Shawna Sarnowski**, a **Sole Proprietor** 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 **July 1, 2021**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Consultant Services**," in the amount of **\$200,000.00**.

b. The parties now desire to increase the payment in the amount of **\$275,000.00 for the total term of the Agreement** and to amend the Agreement as set forth in this Amendment.

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

The City agrees to pay Consultant, 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 Seventy-Five Thousand Dollars and No Cents** (\$ 275,000.00), for the total term of the Agreement.

3. 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.

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 hereto have caused this Agreement to be executed the day and year first above written.

TEMECULA COMMUNITY SERVICES DISTRICT

SHAWNA SARNOWSKI

By: \_\_\_\_\_  
James Stewart, TCSD President

By:   
Shawna Sarnowski, Owner

ATTEST:

By: \_\_\_\_\_  
Randi Johl, Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Peter M. Thorson, General Counsel

CONSULTANT

Shawna Sarnowski  
PO Box 2405  
Temecula, CA 92593  
shawnasarnowski@yahoo.com  
(951) 768-3930

City Purchasing Mgr.  
Initials and Date:

# ATTACHMENT A

## EXHIBIT B

### PAYMENT RATES AND SCHEDULE

Cost for services shall be as per Consultant's attached proposal but in no event shall the total cost of services exceed \$275,000.00 for the total term of Agreement unless additional payment is approved as provided in the Payment section of this Agreement. The not to exceed payment amount listed herein is an estimated expenditure and this Agreement does not guarantee Consultant this amount in services.

Payment rate and schedule to be determined per requested service and upon approved quote. Agreement amount shall not exceed \$275,000.00 for the total term of the Agreement.

#### **FEES (NOT APPLICABLE TO THEATER AGREEMENT FLAT FEE)**

<b>Photography Rate</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Less than 1 hour	\$120.00	\$125.00	\$130.00	\$135.00	\$140.00
Less than 2 hours	\$170.00	\$175.00	\$180.00	\$185.00	\$190.00
Less than 4 hours	\$220.00	\$225.00	\$230.00	\$235.00	\$240.00
Less than 8 hours	\$420.00	\$425.00	\$430.00	\$435.00	\$440.00
Each Additional hour after 8	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
<b>Video Rate</b>					
	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
<b>Equipment Rate</b>					
	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(Additional lighting: flashes; LED lights; backdrops; Reflectors; diffusers, etc.)					
<b>Monthly Cloud Storage Fee</b>					
	\$50.00	\$50.00	\$55.00	\$55.00	\$60.00