

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

This **SECOND AMENDMENT** is made and entered into as of **November 12, 2019** by and between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and **Advantage Mailing, LLC**, a **Limited Liability 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 **March 28, 2017**, the City and Consultant entered into that certain Agreement entitled "Agreement for **Printing Services – Activity Guide**," in the amount of **One Hundred Eight Thousand Two Hundred Fifty Three Dollars and No Cents (\$108,253.00)**, plus contingency in the amount of **Ten Thousand Eight Hundred Twenty Five Dollars and Thirty Cents (\$10,825.30)**.
  - b. On **April 20, 2017**, the City and Consultant entered into a First Amendment to change the name and ownership of said company from "**San Diequito Publishers dba San Diequito Printers**, to **Advantage Mailing, LLC**".
1. The parties now desire to extend the term of the agreement to **December 31, 2021**, increase payment in the amount of **One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00)**, 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, 2021** 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 **SECOND** Amendment amount shall not exceed **One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00)** for **Printing Services** for a total Agreement amount of **Two Hundred Thirty Nine Thousand Seventy Eight Dollars and Thirty Cents (\$239,078.30)**.
4. 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.
5. 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: \_\_\_\_\_

**James Stewart, TCSD President**

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



**Thomas Ling, Managing Member**

**ATTEST:**

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

**Randi Johl, Secretary**

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

**APPROVED AS TO FORM:**

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

**Peter M. Thorson, General Counsel**

**CONSULTANT**

**Advantage Mailing, LLC**

**Attn: Thomas Ling**

**1600 N. Kraemer Boulevard**

**Anaheim, CA 92806**

**714-538-3881**

**cbaker@advantageinc.com**

**PM Initials:** 

**Date:** 10/24/19

# **ATTACHMENT A**

## **EXHIBIT B**

### **Payment Rates and Schedule**

Total price for service and product shall not exceed **Two Hundred Thirty Nine Thousand Seventy Eight Dollars and Thirty Cents (\$239,078.30)** for the term of this Agreement unless additional payment is approved as set forth in this Agreement.