

**FIRST AMENDMENT TO “COMMUNITY REINVESTMENT IN  
TEMECULA GRANT PROGRAM--GRANT AGREEMENT BETWEEN  
THE CITY OF TEMECULA AND CALIFORNIA STATE UNIVERSITY  
SAN MARCOS AT TEMECULA”**

**THIS FIRST AMENDMENT TO “COMMUNITY REINVESTMENT IN  
TEMECULA GRANT PROGRAM--GRANT AGREEMENT BETWEEN THE CITY OF  
TEMECULA AND CALIFORNIA STATE UNIVERSITY SAN MARCOS AT  
TEMECULA”** is made and entered into as of November 28, 2023, by and between the City of Temecula, a municipal corporation (hereinafter referred to as "City"), and The Trustees of the California State University on behalf of California State University San Marcos (CSUSM), a California State University (hereinafter referred to as "University"). In consideration of the promises and mutual agreements herein contained, the parties hereto agree as follows:

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

A. On February 1, 2023, the City and University entered into that certain agreement entitled “Community Reinvestment in Temecula Grant Program--Grant Agreement between the City of Temecula and California State University San Marcos at Temecula” (“Agreement”).

B. The Parties now wish to increase the grant funds available to the University pursuant to this Agreement.

**2. Increase of Grant Funds.** Section 2.A. of the Agreement is hereby amended to read as follows:

**“2. AWARD OF COMMUNITY REINVESTMENT IN  
TEMECULA GRANT; CONDITIONS OF GRANT.**

“A. The City hereby agrees to pay to the University the sum of **One Million dollars and No Cents (\$ 1,000,000.00)** as a grant pursuant to the Community Reinvestment in Temecula Grant Program subject to and in accordance with the conditions and covenants set forth in this Agreement (‘Grant Funds’).”

**3. Distribution of Grant Funds.** Section 2.D.1), if the Agreement is hereby amended to read as follows:

**“2. AWARD OF COMMUNITY REINVESTMENT IN  
TEMECULA GRANT; CONDITIONS OF GRANT.**

...

“D. The Grand Funds shall be distributed as follows:

“1) Grant Funds shall be processed upon execution of this First Amendment and verification of insurance documentation.”

**4. Signing Authority.** The person or persons executing this First Amendment on behalf the City or University warrants and represents that he or she has the authority to execute this Agreement on behalf of the City or University and has the authority to bind City or University to the performance of its obligations hereunder.

**5. No Other Changes.** 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 First Amendment to be executed the day and year first above written.

**CALIFORNIA STATE UNIVERSITY SAN MARCOS**



08/10/2023

Lindsay Swensen  
Director of Procurement and Contracts

**CITY OF TEMECULA**

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Aaron Adams  
City Manager

Attest:

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Randi Johl, JD, MMC  
City Clerk

Approved as to Form:

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Peter M. Thorson  
City Attorney