

**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

INTERSTATE 15 FRANKLIN STREET INTERCHANGE IMPROVEMENT PROJECT

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 202_, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and the CITY OF LAKE ELSINORE (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated January 10, 2023, (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule, and funding amount for the construction of the Interstate 15 Franklin Street Interchange Improvement Project (hereinafter the “Project”).

B. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

C. The Parties desire to amend the Agreement to cover the Final Engineering (PSE&E) phase and include the Right of Way (ROW) phase in the Scope of Work.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Five Million Five Hundred Thousand Dollars (\$5,500,000)** from “**Six Million Dollars (\$6,000,000)**” to an amount not to exceed “**Eleven Million Five Hundred Thousand Dollars (\$11,500,000).**”

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. Exhibits “A”, “A-1”, and “A-2” of the Agreement are hereby replaced in their entirety by Exhibits “A”, “A-1”, and “A-2” of this Amendment No. 1, which are attached hereto and incorporated by reference.

4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 1.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF LAKE ELSINORE

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Natasha Johnson, Mayor

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Barbara Leibold
City Attorney

Attest:

By: _____
Candice Alvarez, MMC
City Clerk

EXHIBIT “A”

SCOPE OF SERVICES

SCOPE OF WORK:

This TUMF Reimbursement is for the Final Plans, Specifications, and Estimate (PS&E) and Right of Way phases. Final PS&E includes the development of the plans, specifications, and construction cost estimate; obtaining any resource agency permits; right of way engineering; perform right of way appraisals and acquisition; and advertisement/award of the construction contract.

From approved FTIP:

CONS NEW I-15/FRANKLIN ST INC, CONST AUX LNS FROM FRANKLIN ST IC TO MAI NST IC & FROM FRANKLIN ST IC TO RR CYN IC, REALIGN & RECONSTRUCT MAIN ST SB ON RAMP FROM 1-2 LNS, ON WS OF I-15 CONST AUTO CENTER DR EXTNSN FROM EX FRANKLIN ST TO ADOBE ST & ON ES OF I-15 AND CONST CNY ESTATE DR EXT FROM EX FRANKLIN ST TO CAMINO DEL NORTE

EXHIBIT “A-1”
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E	\$6,000,000	\$2,000,000	\$8,000,000
RIGHT OF WAY	\$5,500,000		\$5,500,000
CONSTRUCTION			
TOTAL	\$11,500,000	\$2,000,000	\$13,500,000

EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

Final PS&E is anticipated to begin February 2024 with estimated completion date of February 2026.

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	August 2017	\$3,786,801	PA&ED completed with RR Canyon IC
PS&E	February 2026	\$8,000,000	Est. State Date: February 2024
RIGHT OF WAY	February 2027	\$5,500,000	
CONSTRUCTION	July 2029	\$80,000,000	
TOTAL		\$97,286,801	