

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

SR-74 / I-15 INTERCHANGE

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2023, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **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 **October 24, 2017** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **SR-74 / I-15 Interchange** (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 Scope of Work to include the final Plans, Specifications and Engineer’s Estimate (PS&E) and Right of Way phases. The Parties intend for the increased funding amount of this Amendment No. 1 to cover Final Engineering and Right of Way phases.

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 Dollars (\$5,000,000) from Two Million Six Hundred Thirty Four Thousand Two Hundred Fifty One Dollars (\$2,634,251) to an amount not to exceed Seven Million Six Hundred Thirty Four Thousand Two Hundred Fifty One Dollars (\$7,634,251).
2. The foregoing increase in 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 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.

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 WORK

SR74/I-15 Interchange serves the City of Lake Elsinore and surrounding communities. SR 74 is designated as an augmented urban arterial (8-lanes) with a projected build-out daily traffic volume of 80,000. The interchange is a tight diamond configuration with fully developed surrounding commercial properties.

The SR-74 ramps and adjacent intersections within the project area are controlled by traffic signals. The close proximity of the local intersections to the On/Off ramps combined with high peak hour traffic volumes causes' congestion and delays at the SR74/I-15 interchange. The purpose of the proposed project would be to relieve congestion by improving traffic operation and reduce congestion in the vicinity of the SR74 & I-15 ramps. The improvement would also have to accommodate the projected 2040 traffic flow at ramp intersections and the regional transportation system. In order to accomplish this objective the City of Lake Elsinore in Cooperation with Caltrans is initiating the PA&ED phase of this project.

The Scope of Work for the PA&ED phase includes: preparation of preliminary engineering alternative analysis; traffic impact analysis; value analysis; preparing of environmental studies; project management & coordination; preparation of final project report; and preparation of final environmental assessment report.

This Scope of Work also includes 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.

EXHIBIT "A-1"
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$2,634,251	\$312,079	\$2,946,330
PS&E	\$3,000,000		\$3,000,000
RIGHT OF WAY	\$2,000,000		\$2,000,000
CONSTRUCTION			
TOTAL	\$7,634,251	\$312,079	\$7,946,330

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

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	January 2024	\$2,946,330	
PS&E	January 2025	\$4,000,000	
RIGHT OF WAY	January 2025	\$3,448,000	
CONSTRUCTION	January 2026		
TOTAL		\$10,394,330	