

**AMENDMENT NO. 2 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

**Diaz Road Expansion
(Western Bypass – Rancho California to Cherry)**

This Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 2”) is entered into this _____ day of _____, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **CITY OF TEMECULA** (“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 **August 27, 2019** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Diaz Road Expansion** (hereinafter the “Project”).

B. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement” that is dated June 13, 2023 (“Amendment No. 1”) in order to increase funding for the Construction phase of the Project.

C. The Parties desire to amend the Agreement, as previously amended by Amendment Nos. 1 and 2, by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. The purpose of Amendment No. 2 is to increase funding in the amount of **\$2,000,000** for the **CONSTRUCTION PHASE OF WORK** for the Diaz Road Expansion Project.

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, as amended by Amendment Nos. 1 and 2, is hereby increased by **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00)** from **FIVE MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND ZERO CENTS (\$5,565,923.00)** to an amount not to exceed **SEVEN MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS AND ZERO CENTS (\$7,565,923.00)**.

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

3. Exhibits "A-1", and "A-2" of the Agreement, as amended by Amendments Nos. 1 and 2, are hereby replaced in their entirety by Exhibits "A-1", and "A-2" of this Amendment No. 2, which are attached hereto and incorporated by reference.

4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 2.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement as amended by Amendment Nos. 1 and 2, shall remain in full force and effect between the Parties hereto.

6. Section 40 is hereby added to the Agreement to read as follows:

“40. Electronic Signatures. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement as well as any amendments to this Agreement . The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.”

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 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 TEMECULA

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Aaron Adams
City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
Peter M. Thorson
City Attorney

Attest:

By: _____
Randi Johl
City Clerk

EXHIBIT "A-1"
ESTIMATE OF COST

Phase	TUMF
PA&ED/PS&E	\$1,065,923
CONSTRUCTION	\$6,500,000
TOTAL	\$7,565,923

EXHIBIT "A-2"
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Start Date	Estimated Completion Date
PA&ED/PS&E	August 2019	April 2027
CONSTRUCTION	August 2027	November 2028