

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

French Valley Parkway Phase III

Right-of-Way (ROW)

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this 24th day of October 2023, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and the 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 **February 9, 2021** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule, and funding amount for the **French Valley Parkway Phase III** (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. Funds are being increased for this Project in order to account for the Right-of-Way Phase of the 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 No. 1, is hereby increased by **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)** from **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)** to an amount not to exceed **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)**.

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, as amended, 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 TEMECULA

By: _____
Dr. Kurt Wilson, Executive Director

By: _____ Date: _____
Aaron Adams, City Manager

Approved to Form:

Attest:

By: _____
Steven C. DeBaun
General Counsel

By: _____ Date: _____
Randi Johl, City Clerk

Approved to Form:

By: _____ Date: _____
Peter M. Thorson, City Attorney

Exhibit “A”

SCOPE OF WORK

1. **SCOPE OF WORK:** Right of Way (ROW) – to process right of way requirements necessary for acquisitions, easements, temporary construction easements, and impacts to existing improvements, to include but not limited to, obtain title reports, perform appraisals, negotiate for the purchase and sale of real property/ies, relocation assistance including research for comparable properties and engineering for individual site plan revisions, if applicable or as necessary.

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$0	\$0	
PS&E	\$0	\$0	
RIGHT OF WAY	\$3,000,000	\$0	\$3,000,000
CONSTRUCTION	\$0	\$0	
TOTAL	\$3,000,000	\$0	\$3,000,000

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date
PA&ED	<i>FY26/27</i>
PS&E	<i>FY26/27</i>
RIGHT OF WAY	<i>FY26/27</i>
CONSTRUCTION	<i>FY29/30</i>