

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

POTRERO BOULEVARD INTERCHANGE

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 the City of Beaumont (“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 3, 2022 (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the Potrero Boulevard Interchange (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 March 7, 2024 (“Amendment No. 1”).

C. The Parties desire to amend the Agreement, as amended by Amendment No. 1, by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. Funds are being increased for this Project because new funding has become available.

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 previously amended is hereby increased by \$11,100,000 from “\$3,000,000” to an amount not to exceed “\$14,100,000.”

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, as previously amended, are hereby replaced in their entirety by Exhibits “A”, “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 shall remain in full force and effect between the Parties hereto.

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 BEAUMONT

By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Mike Lara, Mayor

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: _____
City Attorney

Attest:

By: _____
Deputy City Clerk

Exhibit A

SCOPE OF SERVICES

1. SCOPE OF WORK:

The SR-60/Potrero Boulevard Interchange project in the City of Beaumont will construct a six ramp, partial cloverleaf interchange in the City of Beaumont between Jack Rabbit Trail and the I-10/SR-60 junction. This is the second phase of a two-part project, where the first phase built the overcrossing of the SR-60 freeway.

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	Completed		
PS&E	\$600,000	\$2,533,046	\$3,133,046
RIGHT OF WAY		\$7,706,000	\$7,706,000
CONSTRUCTION	\$13,500,000	54,613,000	68,113,000
TOTAL	\$14,100,000	\$64,719,000	\$78,952,046

EXHIBIT "A-2"
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	Completed		
PS&E	2/14/2025	\$3,133,046	
RIGHT OF WAY	2/14/2025	\$7,706,000	
CONSTRUCTION	11/15/2057	68,113,000	
TOTAL		\$78,952,046	