

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

**POTRERO BOULEVARD INTERCHANGE**

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 **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. 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 to complete the PS&E phase and will decrease the funds available for the construction phase.

**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 \$2,750,000 from “\$250,000” to an amount not to exceed “\$3,000,000”

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.

6. 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 BEAUMONT

By: \_\_\_\_\_  
Dr. Kurt Wilson, Executive Director

By: \_\_\_\_\_  
David Fenn, Mayor

Approved to Form:

Approved to Form:

By: \_\_\_\_\_  
Steven C. DeBaun  
General Counsel

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Exhibit A

SCOPE OF SERVICES

**1. SCOPE OF WORK:**

The SR-60/Portero 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**

<b>Phase</b>	<b>TUMF</b>	<b>LOCAL</b>	<b>TOTAL</b>
<b>PA&amp;ED</b>	COMPLETED		
<b>PS&amp;E</b>	\$3,000,000		\$3,000,000
<b>RIGHT OF WAY*</b>		\$4,553,000	\$4,553,000
<b>CONSTRUCTION*</b>	\$11,500,000	\$33,077,000	\$44,577,000
<b>TOTAL</b>	\$14,500,000	\$37,630,000	\$52,130,000

- \*Not included in current agreement. Agreement is only for the PS&E phase.

**EXHIBIT "A-2"****PROJECT SCHEDULE****TIMETABLE:**

<b>Phase</b>	<b>Estimated Completion Date</b>	<b>Estimated Cost</b>	<b>Comments</b>
<b>PA&amp;ED</b>	Completed		
<b>PS&amp;E</b>	2/14/2025	\$3,000,000	
<b>RIGHT OF WAY</b>	2/14/2025	\$4,553,000	
<b>CONSTRUCTION</b>	11/15/2057	\$44,577,000	
<b>TOTAL</b>		\$52,130,000	