

**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE  
PROGRAM AGREEMENT  
KELLER ROAD / I-215 INTERCHANGE**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this \_\_\_\_ day of \_\_\_\_, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and the City of Murrieta (“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 1, 2017 (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **Keller Road / I-215 Interchange** (hereinafter the “Project”).

B. The Parties desire to amend the Agreement to include the right-of-way and construction phases of the Qualifying Project.

C. The Parties also desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. The purpose of this Amendment No. 1 is to facilitate the initiation of the right-of-way and construction phases for the Project. This amendment ensures that necessary funding, resources, and approvals are aligned to support the project's progression. It enables the coordination of stakeholders to advance infrastructure development efficiently and in compliance with regional transportation goals. 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 amended by Amendment No. 1 is hereby increased **Fifteen Million Dollars (\$15,000,000)** from **Two Million, Two Hundred Fifty Thousand Dollars (\$2,250,000.00)** to an amount not to exceed **Seventeen Million, Two Hundred Fifty Thousand Dollars (\$17,250,000)**.

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.

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.

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. 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 MURRIETA**

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

By: \_\_\_\_\_  
Cindy Warren  
Mayor

Approved to Form:

Approved to Form:

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

By: \_\_\_\_\_  
Tiffany Israel  
City Attorney

Attest:

By: \_\_\_\_\_  
Cristal McDonald  
City Clerk

Exhibit A

SCOPE OF SERVICES

**SCOPE OF WORK:** Widen existing two lane 1-215/Keller Road underpass to four lanes (two in each direction), add auxiliary lanes between Keller Road and Scott Road, add north bound and southbound on/off ramps and 2 lane traffic circles at the ramp termini. Widen the existing bridge over Keller Road to accommodate new southbound loop off ramp. Provide new access roads to service the properties affected by the closure of Antelope Road.

**EXHIBIT "A-1"****ESTIMATE OF COST**

<b>Phase</b>	<b>TUMF</b>	<b>LOCAL</b>	<b>TOTAL</b>
<b>PA&amp;ED</b>	\$1,000,000	\$922,000	\$1,922,000
<b>PS&amp;E</b>	\$1,250,000	\$2,930,000	\$4,180,000
<b>RIGHT OF WAY</b>	\$6,000,000	\$4,000,000	\$10,000,000
<b>CONSTRUCTION</b>	\$9,000,000	\$31,000,000	\$40,000,000
<b>TOTAL</b>	\$17,250,000	\$38,852,000	\$56,102,000

**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>	12/2025	\$1,922,000	
<b>PS&amp;E</b>	6/2026	\$4,180,000	
<b>RIGHT OF WAY</b>	12/2026	\$10,000,000	
<b>CONSTRUCTION</b>	12/2027	\$40,000,000	
<b>TOTAL</b>		\$56,102,000	