

**AMENDMENT NO. 4 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT
THIRD STREET GRADE SEPARATION**

This Amendment No. 4 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 4”) is entered into this day of _____, 2026, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and the **City of Riverside** (“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 July 26th, 2018 (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the planning and engineering phases of the **Third Street Grade Separation Project** (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 30, 2021 (“Amendment No. 1”).

C. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement” that is dated March 25, 2025.

D. WRCOG and AGENCY have entered into an amendment to the Agreement titled “Amendment No. 3 to Transportation Uniform Mitigation Fee Program Agreement” that is dated

September 8th, 2025.

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

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 **Four Million Two Hundred Eighty-Five Thousand Five Hundred Sixty-One Dollars (\$4,285,561)** from **Thirteen Million Seven Hundred Fifty Thousand Dollars (\$13,750,000)** to an amount not to exceed **Eighteen Million Thirty-Five Thousand Five Hundred Sixty-One Dollars (\$18,035,561)**.
2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.
3. Exhibits "A-1" and "A-2" of the Agreement are hereby replaced in their entirety by Exhibits "A-1" and "A-2" of this Amendment No. 4, which are attached hereto and incorporated by reference.
4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 4.
5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement, as previously amended, shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 4 to be executed by their duly authorized representatives to be effective on the day and year first written above.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS

By: _____
City Manager

By: _____
Print Name: _____
Title: _____

ATTESTED TO:

and

By: _____
City Clerk

By: _____
Print Name: _____
Title: _____

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By: _____
Chief Financial Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Deputy City Attorney

By: _____
Steven C. DeBaun
General Counsel

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	NON-TUMF	TOTAL
PA&ED	\$1,500,000	\$0	\$1,500,000
PS&E	\$5,415,213	\$0	\$5,415,213
RIGHT OF WAY	\$11,120,348	\$18,750,000	\$29,870,348
CONSTRUCTION	\$0	\$62,000,000	\$62,000,000
TOTAL	\$18,035,561	\$80,750,000	\$98,785,561

This Amendment is for PS & E & Right of Way Phase Only.

EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/2020	\$1,500,000	
PS&E	05/2026	\$5,415,213	
RIGHT OF WAY	12/2025	\$29,870,348	
CONSTRUCTION	12/2029	\$62,000,000	
TOTAL		\$98,785,561	

This Amendment is for the PS & E Phase & Right of Way Only.