

**COOPERATIVE AGREEMENT  
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION, AND  
THE CITY OF BEAUMONT**

**FOR THE PREPARATION OF THE INTERSTATE 10 / STATE ROUTE 79  
(I-10 / SR-79) INTERCHANGE PROJECT INITIATION DOCUMENT (PID)**

1. Parties and Date. This Cooperative Agreement is made and entered into this [REDACTED] day of [REDACTED], 2025 (“Effective Date”), by and between the Riverside County Transportation Commission (“RCTC”), and the City of Beaumont (“City”). RCTC and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

2. Recitals.

2.1 The City has requested that RCTC be the lead agency for the preparation of the Project Initiation Document (“PID”) for the I-10 / SR-79 Interchange Project (“Project”).

2.2 RCTC has agreed to act as the lead agency for the preparation of the PID for the Project.

2.3 RCTC has allocated a maximum contribution of \$5.785 Million in Transportation Uniform Mitigation Fund (TUMF) Regional Arterial for the preparation of the PID for the Project.

2.4 City will fund all subsequent Project phases including Project Approval & Environmental Document (PA&ED), Plans, Specifications & Estimates (PS&E), Right-of-Way (ROW), and Construction.

2.5 The Project is located wholly within the jurisdictional boundaries of the City of Beaumont and may require improvements to streets within the City.

2.6 The Parties anticipate entering into a future amendment to this Cooperative Agreement or into future cooperative agreement(s) to address future phases of the Project.

3. Terms.

3.1 Preparation of a PID for the I-10 / SR-79 Interchange Project.

A. RCTC shall prepare the PID for the Project using TUMF Regional Arterial funds. RCTC shall be the lead agency for the preparation of the PID. In

the case that additional funds are needed to complete the PID, the City shall be responsible for identifying the source of such funding for the PID, and any allocation of additional funding shall be by an amendment to this Cooperative Agreement

B. RCTC shall complete preparation of the PID within the term of this Cooperative Agreement, as provided in Section 3.2, unless extended by mutual agreement of the Parties

C. Funding and responsibilities for any other phases of the Project, or construction of any portion or all of the Project, shall be addressed in an amendment to this Cooperative Agreement or pursuant to separate agreement(s). The Parties agree that the City shall be responsible for funding or securing funding sources for all other phases of the Project.

3.2 Term of Agreement. The term of this Cooperative Agreement shall commence on the Effective Date and will remain in effect through [REDACTED], or until written agreement by the Parties that the Project has been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.3 Use of PID. The Parties understand and agree that the PID, upon completion, may be used by the City of and/or Caltrans for completion of other phases of the Project.

3.4. Cooperation. The Parties agree to cooperate in the development of the PID for the Project and the implementation of this Cooperative Agreement. Additionally, the Parties agree to cooperate in all future phases of the Project.

3.5 Reporting. RCTC shall, in a timely manner, provide milestone reports to the City, detailing the progress of preparation of the PID.

3.6 Mutual Indemnification.

A. RCTC shall indemnify, defend and hold the City, its City Council, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

B. The City shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or breach of law, or willful misconduct of the City, its officials, officers, employees, agents, consultants or

contractors in the performance of the City obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

3.7 Amendments. The terms and conditions of this Cooperative Agreement shall not be altered or modified at any time except by a written amendment executed by both Parties.

3.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

3.9 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.10 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

3.11 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.12 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof.

3.13 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Cooperative Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.14 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation

3.15 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To RCTC: Riverside County Transportation Commission  
4080 Lemon Street, Third Floor  
P.O. Box 12008  
Riverside, CA 92502-2208  
Attention: Executive Director

Copy to: Best, Best & Krieger, LLP  
3390 University Ave. 5fl.  
Riverside, CA 92501  
Attention: Steven C. Debaun

To City: City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, California 92223  
Attention: Director of Public Works

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

3.16 Time of Performance. Time is of the essence in the performance of this Cooperative Agreement.

3.17 Governing Law. This Cooperative Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.18 Insurance. The Parties each verify that they are self-insured, maintain insurance coverage through a Joint Powers Authority, or maintain insurance through commercial insurance providers in reasonable and customary amounts for their respective operations.

3.19 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Cooperative Agreement have the legal power, right and authority to make this Cooperative Agreement and bind each respective Party.

3.20 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as if fully set forth herein.

3.21 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.22 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Cooperative Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Agreement for all purposes. This Cooperative Agreement may be signed using an electronic signature.

3.23 Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements, or understandings.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
I-10 / SR-79 INTERCHANGE PROJECT  
PROJECT INITIATION DOCUMENT COOPERATIVE AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Cooperative Agreement as of the date first herein above written

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Aaron Hake, Executive Director

**CITY OF BEAUMONT**

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

**APPROVED AS TO FORM:**

Best Best & Krieger LLP  
  
\_\_\_\_\_  
General Counsel to RCTC

**APPROVED AS TO FORM:**

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

**ATTEST:**

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