

**COOPERATIVE AGREEMENT
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
CITY OF BEAUMONT, AND WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

**FOR THE CONSTRUCTION OF THE POTRERO BOULEVARD INTERCHANGE
PHASE 2 AT STATE ROUTE 60**

1. Parties and Date. This Cooperative Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025 (“Effective Date”), by and between the Riverside County Transportation Commission (“RCTC”), City of Beaumont (“Beaumont”), and Western Riverside Council of Governments (“WRCOG”). RCTC, Beaumont, and WRCOG may collectively be referred to as the “Parties.”

2. Recitals.

2.1 WRCOG has allocated \$13,500,000 of TUMF Zone Program Funds for the construction of Phase 2 of the Potrero Boulevard Interchange at State Route 60 (Project).

2.2 WRCOG and Beaumont have entered into funding agreements allocating said \$13,500,000 for the construction of the Project.

2.3 The Project is located adjacent to and within the jurisdictional boundaries of the City of Beaumont.

2.4 Beaumont has requested that RCTC be the lead agency for the construction phase of the Project.

2.5 RCTC has agreed to act as the lead agency for the construction phase for the Project.

2.6 The purpose of this Agreement is to identify the Project and to set forth the terms and conditions pursuant to which WRCOG will release TUMF Zone Program Funds for the Project and to outline the administration roles and responsibilities for each of the Parties.

3. Terms.

3.1 Construction of State Route 60 / Potrero Boulevard Interchange Phase 2. RCTC shall construct the Project solely using funds allocated by WRCOG. RCTC shall be the lead agency for the construction of the Project. The Parties agree that RCTC shall not have any obligation to fund the construction of the Project using its own funds. In the case that additional funds are needed to complete the construction phase, Beaumont

shall be obligated to identify such additional sources of funding for construction needed beyond the funding described in Section 2.2. Such additional funding shall be added to this Agreement by an amendment. RCTC shall complete construction of the Project within the term of this Agreement, as provided in Section 3.3, unless extended by mutual agreement of the Parties.

3.2 Funding. WRCOG hereby agrees to distribute to RCTC, on the terms and conditions set forth herein, a sum not to exceed, \$13,500,000 of TUMF Zone Program Funds (“Funding Amount”) to be used for reimbursing RCTC for expenses for the Project. The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project.

A Procedures for Distribution of TUMF Zone Program Funds to RCTC and Beaumont.

i. RCTC shall be responsible for initial payment of all costs of the Project as they are incurred. Following payment of such costs, RCTC shall submit invoices to WRCOG requesting reimbursement of eligible costs for the Project. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the RCTC, and documents evidencing RCTC’s payment of the invoices or demands for payment. Documents evidencing RCTC’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. RCTC shall submit invoices not more often than monthly and not less often than quarterly.

ii. Procedures for distribution of TUMF Zone Program Funds to Beaumont shall follow the procedures set forth in the separate TUMF Agreement between Beaumont and WRCOG for the Project.

B Review and Reimbursement by WRCOG.

i. Upon receipt of an invoice from RCTC, WRCOG may request additional documentation or explanation of the costs for the Project for which reimbursement is sought.

ii. Procedures for Review and Reimbursement by WRCOG to Beaumont shall follow the procedures set forth in the separate TUMF Agreement between Beaumont and WRCOG.

C. Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to RCTC in an amount in excess of the amount outlined in Section 3.2 of this Agreement or has provided reimbursement of ineligible costs of the Project, RCTC shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG. Costs may be considered ineligible if they are not reasonable, not allocable to the Project, or are not properly documented as set forth in Section 3.2(A)(i).

3.3 Term of Agreement.

The term of this Agreement shall extend from the Effective Date (as set forth above) and will remain in effect through January _____, 2028, or until written agreement by the Parties that the Project has been completed, unless earlier terminated as provided in this Agreement.

3.4 Cooperation. RCTC, Beaumont, and WRCOG agree to cooperate in the construction the Project and the implementation of this Agreement.

3.5 Reporting. RCTC shall, in a timely manner, provide milestone reports to Beaumont and/or WRCOG, detailing the progress of construction of the Project.

3.6 Mutual Indemnification.

A. RCTC shall indemnify, defend and hold Beaumont and WRCOG, and their respective councils, board members, 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 Agreement, including the payment of all reasonable attorneys' fees.

Beaumont shall indemnify, defend and hold RCTC and WRCOG, and their respective board members, 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 Beaumont, its officials, officers, employees, agents, consultants or contractors in the performance of Beaumont's obligations under this Agreement, including the payment of all reasonable attorneys' fees.

WRCOG shall indemnify, defend and hold RCTC and Beaumont, and their respective councils, board members, 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 WRCOG, its officials, officers, employees, agents, consultants or contractors in the performance of WRCOG's obligations under this Agreement, including the payment of all reasonable attorneys' fees.

3.8 Amendments. The terms and conditions of this Agreement shall not be altered or modified at any time except by a written amendment executed by the mutual consent of the Parties.

3.9 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 any Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of any other Party. Any waiver by a 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 Agreement.

3.10 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this 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 Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

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

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

3.13 Termination. Any Party may terminate this Agreement by giving thirty (30) days written notice thereof. Notwithstanding any such termination, WRCOG shall reimburse RCTC for all Project costs incurred prior to termination, and for any actual and reasonable costs incurred as a result of termination, provided that such costs are documented and invoiced in accordance with the terms of this Agreement.

3.14 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Parties. 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.

3.15 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

3.16 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

To Beaumont: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
Attention: Director of Public Works

Copy to:

To WRCOG : Western Riverside Council of Governments
3390 University Ave, Suite 200
Riverside, California 92501
Attention: Executive Director

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.

3.17 Time of Performance. Time is of the essence in the performance of this Agreement.

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

3.19 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.

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

3.21 Counterparts. This 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 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 Agreement for all purposes. This Agreement may be signed using an electronic signature.

3.23 Entire Agreement. This 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]

DRAFT

**SIGNATURE PAGE
TO
POTRERO BOULEVARD INTERCHANGE PHASE 2 AT STATE ROUTE 60
CONSTRUCTION COOPERATIVE AGREEMENT**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

CITY OF BEAUMONT

By: _____
Title: _____

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

By: _____
Dr. Kurt Wilson, Executive Director

APPROVED AS TO FORM:

By: _____
Title: _____

ATTEST:

By: _____
Title: _____