

AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION, CITY OF BANNING AND CITY OF BEAUMONT FOR THE MANAGEMENT OF THE I-10/HIGHLAND SPRINGS AVENUE INTERCHANGE PROJECT STUDY REPORT AND TO INCLUDE APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE

1. Parties and Date. This Amendment No. 2 to the Cooperative Agreement is made and entered into this ____ day of _____, 202__, by and between the Riverside County Transportation Commission (RCTC), City of Banning (Banning) and City of Beaumont (Beaumont).

2. Recitals.

2.1 RCTC and the Cities of Banning and Beaumont (collectively, Cities) have entered into an agreement entitled “Cooperative Agreement Between Riverside County Transportation Commission, City of Banning, and City of Beaumont for the Preparation of the Highland Springs Interchange Project Study Report” dated September 10, 2019 (Master Agreement).

2.2 The Master Agreement established RCTC as the lead agency for the preparation of the Project Study Report (PSR) for the Highland Springs Interchange (Project) to be funded with \$2,000,000 in funds allocated by Western Riverside Council of Governments (WRCOG).

2.3 WRCOG allocated the above referenced funding amount pursuant to a prior Funding Agreement No. 20-72-018-00, dated January 15, 2020, between WRCOG and RCTC (“Prior Funding Agreement”).

2.4 WRCOG approved reallocation of the funds remaining from the PSR phase (approximately \$1,500,000) to the Project Approval and Environmental Document (PA/ED) phase of the Project. WRCOG and RCTC entered into an amendment to the Prior Funding Agreement, dated August 10, 2021, allocating approximately \$1,500,000 for the PA/ED phase of the Project.

2.5 The Cities of Banning and Beaumont requested that RCTC be the lead agency for the preparation and management of the PA/ED phase of the Project, and RCTC agreed to act as the lead agency for the PA/ED phase of the Project.

2.6 The Parties entered into Amendment No. 1 to the Master Agreement on May 25, 2021 to memorialize the funding reallocation approved by WRCOG for the PA/ED phase, and to include the PA/ED phase under the Master Agreement.

2.7 WRCOG and RCTC entered into a subsequent Funding Agreement, Agreement No. 20-72-018-02, dated February 21, 2024, for reallocating \$1,500,000 of remaining TUMF Program funding from the prior Funding Agreement to the PA/ED phase

of the Project and for adding an additional \$2,000,000 in TUMF Program funding, for a total sum of \$3,500,000 for the PA/ED phase ("PA/ED Funding Agreement").

2.8 RCTC spent approximately \$500,000 of TUMF Program funding for the Project PSR.

2.9 WRCOG and RCTC have or will enter into an amendment to the PA/ED Funding Agreement, Agreement No. 20-72-018-03, to add an additional \$2,000,000 in TUMF Program funding for the Project PA&ED phase, for a new total sum of \$5,500,000 for the PA/ED phase.

2.7 The Parties now desire, pursuant to this Amendment No. 2, to memorialize the additional funding approved by WRCOG for the PA/ED phase.

3. Terms.

3.1 Capitalized terms used in the Master Agreement and not otherwise defined in this Amendment No. 2 shall have the meanings as set forth in the Master Agreement.

3.2 The Parties agree that the additional Four Million Dollars (\$4,000,000) in funds allocated by WRCOG for the PA/ED phase of the Project under the PA/ED Funding Agreement, as amended, shall be utilized by RCTC to administer the PA/ED work, in accordance with the terms of the Master Agreement, as previously amended.

3.3 The term of the Master Agreement, as set forth in Section 3.2, shall be extended, for purposes of completion of the PA/ED work, through December 2027, or until written agreement by the Parties that the PA/ED work has been completed, unless earlier terminated as provided in the Master Agreement.

3.4 This Amendment No. 2 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.5 The recitals set forth above are true and correct and are incorporated by reference into this Amendment No. 2 as though fully set forth herein.

3.6 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

3.7 This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

3.8 A manually signed copy of this Amendment No. 2 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 Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

**SIGNATURE PAGE
TO
AMENDMENT NO. 2
COOPERATIVE AGREEMENT
FOR THE MANAGEMENT OF THE I-10/HIGHLAND SPRINGS AVENUE
INTERCHANGE PROJECT STUDY REPORT
AND TO INCLUDE
APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date first set forth above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

APPROVED AS TO FORM:

By:  _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

<p>CITY OF BANNING</p> <p>By: _____</p> <p>Title: City Manager</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Title: City Attorney</p>
<p>ATTEST:</p> <p>By: _____</p> <p>Title: Deputy City Clerk</p>

<p>CITY OF BEAUMONT</p> <p>By: _____</p> <p>Title: _____</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Title: City Attorney</p>
<p>ATTEST:</p> <p>By: _____</p> <p>Title: City Clerk</p>