

AMENDMENT NO. 4 TO COOPERATIVE AGREEMENT NO. C12219

FOR

**INTERCHANGE CONSTRUCTION AT RANCHERO ROAD
IN THE CITY OF HESPERIA**

(CITY OF HESPERIA)

THIS AMENDMENT No. 4 to Cooperative Agreement No. C12219 is made and entered into by and between the CITY OF HESPERIA (“CITY”) and the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (“AUTHORITY”). AUTHORITY and CITY are each a “Party” and collectively “Parties”.

RECITALS

- A. On or about April 3, 2012, AUTHORITY and CITY entered into Construction Cooperative Agreement C12219 (“Agreement”), for Construction and Construction Support Services necessary to manage and construct the I-15/Ranchero Road Interchange Project (“PROJECT”); and
- B. On January 29, 2013, AUTHORITY and CITY entered into Amendment No. 1 to Agreement which modified the roles and responsibilities of the Parties: 1) CITY to enter into an agreement with Southern California Edison for utility relocation with direction to prepare a separate amendment to Agreement C12219 if the cost exceeds the approved programmed cost, reimburse AUTHORITY for the cost of the sewer line in Mariposa and Caliente Roads, and pay for and cause to be installed the CITY’s potable and reclaimed waterline outside of the scope of the PROJECT; and 2) AUTHORITY and CITY to share the costs 42.5% and 57.5% respectively for the removal of the San Bernardino County Special District’s existing waterline; and
- C. On December 20, 2016, AUTHORITY and CITY entered into Amendment No. 2 to extend the termination date through June 30, 2017; and
- D. On June 30, 2017, AUTHORITY and CITY entered into Amendment No. 3 to extend the termination date through December 31, 2017;
- E. The Parties desire to further amend the Agreement to extend the termination date through June 30, 2018.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. Section III, Paragraph 8 is deleted in its entirety and replaced with the following:
 - “8. CITY’s remaining balance of PROJECT expenses will be due upon acceptance of the PROJECT by Caltrans. In the event CITY is unable to pay the remaining balance upon the acceptance of the PROJECT by Caltrans, the amount due will be considered a loan to CITY by AUTHORITY at which time CITY will have ten

years to pay back loan with interest. The parties' intention is that if a loan is required, they will negotiate and enter into a new loan agreement, however, it is their further intention that the terms of such a loan agreement will include, but not be limited to, such provisions as: The first payment will be due 30 months after acceptance of PROJECT by Caltrans. Subsequent payments shall be made on an annual basis and the principal amount of the repayment will be in equal payments based on the outstanding balance and the remaining term of the loan. Interest will be calculated annually on any unpaid balance at the same rate as applied to the State of California Local Agency Investment Fund."

2. Section III, Paragraph 14 is deleted in its entirety and replaced with the following:

"14. This Agreement shall continue in full force and effect through June 30, 2018. In the event that the conditions in Section III, Paragraph 8 are not fulfilled as of June 30, 2018, then AUTHORITY shall withhold from CITY the disbursement of any current or future allocation(s) of Measure I Local Streets funds and to apply such current or future allocation(s) as provided in Section III, Paragraph 9, the force and effect of which shall survive the termination date of June 30, 2018, or any other termination of this Agreement, until CITY'S obligation to AUTHORITY is satisfied."
3. The Recitals set forth above are incorporated herein by this reference.
4. Except as amended by this Amendment No. 4, all other provisions of the Agreement, and amendments thereto, shall remain in full force and effect and are incorporated herein by this reference.
5. This Amendment No. 4 is effective upon execution by AUTHORITY.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, AUTHORITY and CITY have executed this Agreement below.

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF HESPERIA

By: _____
Raymond W. Wolfe, Ph.D.
Executive Director

By: _____
Paul Russ, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
AUTHORITY General Counsel

By: _____
Eric Dunn
CITY Attorney

Date: _____

Date: _____

CONCURRENCE:

By: _____
Jeffery Hill
Procurement Manager

Date: _____