

**AMENDMENT NO. 2
TO CITY OF RIALTO
and
OMNITRANS
FUNDING AGREEMENT
FOR RIALTO METROLINK PARKING LOT EXPANSION**

This Amendment No. 2 to Funding Agreement for Rialto Metrolink Parking Lot Expansion for the City of Rialto is entered into this ____ day of _____, 2017, by and between the City of Rialto ("**City**"), and Omnitrans, a Joint Powers Authority ("**Omnitrans**"). The City and Omnitrans are collectively referred to herein as the "**Parties**".

RECITALS

A. The City and Omnitrans entered into that certain original Funding Agreement dated April 12, 2011 ("Funding Agreement") for the purpose of setting forth the respective responsibilities of the City and Omnitrans relative to the Rialto Metrolink Parking Lot Expansion (the "Project").

B. The City and Omnitrans entered into Amendment No. 1 to the Funding Agreement ("Amendment No. 1") in order to amend the Funding Agreement to reflect the grant award amount of \$3,485,000, and to amend certain other terms of the Funding Agreement.

C. Since the date of Amendment No. 1, grant funding in the amount of \$1,752,439.09 has been utilized for the Project and disbursed in accordance with the terms of the Funding Agreement, as amended, and the remaining amount of the grant is currently \$1,593,160.91.

D. The City and Omnitrans now desire to clarify the amount of grant funds remaining for the Project, revise the contact persons identified to receive notices under the Funding Agreement, and to affirm the continued effect of the Funding Agreement, as amended.

NOW THEREFORE, based on the foregoing recitals and the following promises and covenants the Parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.

2. The Parties agree and confirm that the total amount of remaining grant funds to be utilized and disbursed for the Project, in accordance with the terms of the Funding Agreement, as previously amended, is \$1,593,160.91.

3. Section 20 of the Funding Agreement, titled “Notices”, shall be amended, in its entirety, to read as follows:

20. Notices All notices hereunder shall be in writing and shall be effective upon receipt. All notices and communications, including invoices, between the Parties to this Agreement shall be either personally delivered, sent by first-class mail, return receipt requested, or sent by overnight express delivery service, postage or other charges fully prepaid, as follows:

To Omnitrans:

Omnitrans
1700 West Fifth Street
San Bernardino, CA 92411
Attention: Jaimie Lewis

City of Rialto

CITY OF RIALTO 150 S. Palm Avenue Rialto,
California 92376
Attention: Jeffrey Schafer

4. Except as amended by this Amendment No. 2, all provisions of the Funding Agreement, as amended by Amendment No. 1, including without limitation the indemnity and insurance provisions, are, have been and shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

[Signatures on following page]

**SIGNATURE PAGE TO
AMENDMENT NO. 2
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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

OMNITRANS

CITY OF RIALTO

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____

By: _____