FIRST AMENDMENT TO COOPERATIVE AGREEMENT BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND CITY OF TEMECULA RE FRENCH VALLEY PARKWAY PROJECT INCORPORATION OF I-15 SMART FREEWAY PROJECT ELEMENTS

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT is made and entered into as of ______, 2025 by and between the City of Temecula, a municipal corporation ("City"), and the Riverside County Transportation Commission, a county transportation commission created and existing pursuant to Public Utilities Code Sections 130053 and 130053.5 ("RCTC"). In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

Recitals.

- 1. This First Amendment is made with respect to the following facts and purposes:
- A. On September 13, 2022, the City and RCTC entered into that certain agreement entitled "Cooperative Agreement between Riverside County Transportation Commission and City of Temecula re French Valley Parkway Project Incorporation of I-15 Smart Freeway Project Elements" ("Agreement").
- B. The purpose of the Agreement is to document agreements reached between the City and RCTC, and the agreed upon roles and responsibilities for incorporation of I-15 SMART freeway elements into the French Valley Parkway Project.
- C. As part of the I-15 SMART freeway elements being constructed by RCTC, it is necessary that certain on-ramps to I-15 in the City be closed to accommodate construction. Temecula Parkway northbound on-ramp was closed from May 11, 2025 to May 18, 2025. Rancho California Road northbound on-ramp, direct, was closed from July 13, 2025 to July 21, 2025. Rancho California Road northbound on-ramp, loop, is tentatively scheduled to be closed in August 2025.
- D. The purpose of this First Amendment is to document the further agreements reached between City and RCTC providing that RCTC will reimburse the City for City's costs it has and will incur in providing traffic personnel from the Riverside County Sheriff's Department to monitor traffic within and around the detour zones when RCTC has closed the Temecula Parkway and Rancho California Road on-ramps to the I-15 Freeway for their construction of the I-15 SMART freeway elements.

Terms.

2. Reimbursement of Traffic Control Costs. RCTC shall reimburse the City for the costs of police services that have been and will be incurred by the City to deal with traffic issues created by the closures of the Temecula Parkway and Rancho California Road on-ramp closures as described in this Section.

- A. The City has an agreement with Riverside County Sheriff's Office to provide police services within the City.
- B. The Temecula Parkway northbound on-ramp was closed from May 11, 2025 to May 18, 2025. The Sheriff, pursuant to its agreement with the City, employed traffic personnel to monitor traffic within and around the detour zone, spanning from Temecula Parkway to Rancho California Road and primarily along Old Town Front Street and Ynez Road. Motorcycle deputies maintained a constant and visible presence, taking enforcement actions to address hazardous, flagrant, and aggressive behaviors. Traffic personnel would intervene to direct traffic when congestion resulted in gridlock. The presence of personnel in the vicinity facilitated also prompt response times during incidents within the detour zone, thereby preventing escalation between parties.
- C. For the scheduled closure of Rancho California Road northbound on-ramp, direct, and Rancho California Road northbound on-ramp, loop to take place in July and August 2025, the Sheriff, pursuant to its agreement with the City, will employ traffic personnel to monitor traffic within and around the detour zone, spanning from Rancho California Road and Winchester Road and primarily along Jefferson Avenue and Ynez Road. Motorcycle deputies will maintain a constant and visible presence, taking enforcement actions to address hazardous, flagrant, and aggressive behaviors. Traffic personnel will intervene to direct traffic when congestion results in gridlock. The presence of personnel in the vicinity also facilitates prompt response times during incidents within the detour zone, thereby preventing escalation between parties.
- D. City shall send to RCTC one or more invoices for the costs it incurs for police services to deal with traffic issues created by the closures of the Temecula Parkway and Rancho California Road on-ramp closures as described in this First Amendment. The total not-to-exceed amount of this First Amendment will be \$50,000.
- E. RCTC shall pay the invoice within thirty (30) days of receipt of the City's invoice for the police services.
- **3. No Other Changes.** Except as specifically provided herein, all other terms and conditions of the Agreement remain in full force and effect.
- **4. Amendment Signatures.** A manually signed copy of this First Amendment 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 First Amendment for all purposes. This First Amendment may be signed using an electronic signature. This First Amendment may be signed in counterparts, each of which shall constitute an original.

[Signatures begin on next page.]

SIGNATURE PAGE TO AGREEMENT NO. 23-31-024-01

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the date first set forth above.

CITY OF TEMECULA	
Brenden Kalfus	
Mayor	
Attest:	
Randi Johl	
City Clerk	
Approved as to form	
Peter M. Thorson	_
City Attorney	
RIVERSIDE COUNTY TRANSP	ORTATION COMMISSION
Aaron Hake, Executive Director	
Adion Hake, Executive Director	
Approved as to form:	
Jan 23	
General Counsel	
Best, Best & Krieger LLP	