

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

582



FROM: Executive Office

SUBMITTAL DATE:
March 25, 2010

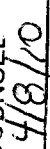
SUBJECT: Service Agreement between the County of Riverside and the City of Desert Hot Springs (LAFCO 2006-134-5)

RECOMMENDED MOTION: That the Board of Supervisors approve the Service Agreement between the County of Riverside and the City of Desert Hot Springs (Attachment A) and authorize the Chairman to execute the same.

BACKGROUND: On March 22, 2007, the Local Area Formation Commission (LAFCO) approved Annexation 32 (LAFCO 2006-134-5). Annexation 32 is comprised of approximately 162 acres, generally located south of Pierson Boulevard, west of the Park West Mobile Home Park, north of 13th Avenue and east of Indian Avenue. The proceedings were initiated by Mayer Luce Development Group.

Continued


Tina Grande, Principal Management Analyst

FORM APPROVED COUNTY COUNSEL
BY:  4/8/10
DATE: 4/8/10
PAMELA J. WALLS
Departmental Concurrence

Consent
 Policy
 Consent
 Policy

Dep't Recomm.:
 Per Exec. Ofc.:

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Kathryn Field

County Executive Office Signature

Compliance with terms and conditions set by LAFCO is required in order to complete the annexation. Specifically, the City of Desert Hot Springs is required to enter into a service agreement to provide police protection and road maintenance service for the northeast ¼ section of Section 35, T2S, R4E, bounded by Pierson Boulevard, on the north Little Morongo Road on the east, 13th Avenue to the south and this annexation to the west.

On February 23, 2010, the City of Desert Hot Springs City Council authorized their City Manager to execute an agreement with the County of Riverside.

The attached agreement was reviewed by the Sheriff's Department and Transportation. It has been approved as to form by County Counsel.

AGREEMENT FOR PROVISION OF
ROAD MAINTENANCE AND
POLICE PROTECTION SERVICES

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2010, by and between the County of Riverside ("County") and the City of Desert Hot Springs, a municipal corporation ("City").

RECITALS

A. City has made application for annexation of certain property, identified as LAFCO 2006-134-5 Annexation 32 to the City of Desert Hot Springs. Annexation 32 was approved by the Local Agency Formation Commission on March 22, 2007, subject to condition 8.d of LAFCO Resolution 40-07 that "Prior to the issuance of a Certificate of Completion for LAFCO 2006-134-5, the City of Desert Hot Springs and the County of Riverside shall enter into a service agreement for the northeast ¼ section of Section 35, T2S, R4E, bounded by Pierson Blvd., on the north Little Morongo Road on the east, 13th Avenue to the south and this annexation to the west for the provision of police and road maintenance services into this area" the "Subject Area."

B. City desires to fulfill the condition, and is hereby entering into this Agreement with County, subject to the terms and conditions noted herein. In consideration of the foregoing Recitals and the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and City agree as follows:

AGREEMENT

1. Until such time as the Subject Area is either (1) annexed to the City or (2) City and County mutually agree in writing otherwise, City shall provide both police and road maintenance services to the Subject Area.

2. The police and road maintenance services shall be provided by the City at its sole cost and, at a minimum, the same level of service as that provided throughout the City as if the Subject Area had been annexed into City. City and its contractors, agents and employees, shall maintain and repair as necessary, Pierson Boulevard, Little Morongo Road, and 13th Avenue within the northeast quarter of Section 35, T2S, R4E. Said maintenance shall include, but not be limited to, patching potholes; replacing signs and markers; providing repair of the road surface and shoulder area as a result of storm or other damage; cleaning culverts and removing debris from the right-of-way. The City and County agree that each agency shall have the authority to close the above roads in an emergency.

3. Indemnity. Neither party, its officers, agents or employees, shall have any liability for intentional or negligent acts, by omission or commission, by the other party, or of any officer, agent or employee thereof. Each party shall indemnify, defend and hold the other party, their respective officers, agents, employees and independent contractors harmless from any claim or action arising out of performance of this Agreement including without limitation the payment of all consequential damages, attorney fees and other related costs and expenses with respect to any act or omission of the party, their officers, agents or employees or work to be performed by, or authority delegated to, such party. This indemnification shall survive the termination of the agreement.

4. Term. This Agreement shall remain in effect until such time as the effective date of the annexation of the Subject Area by the City, or until the parties hereto mutually agree in writing to terminate this Agreement, whichever is earlier.

5. Modification and termination. This Agreement may not be modified, terminated or rescinded, in whole or in part, except by a written instrument duly executed and attested by both parties.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Notices. All notices to be delivered hereunder if personally delivered shall be deemed received when delivered; such as notices, if mailed in the United States mail, shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt; and no such notices if mailed in any other manner shall be deemed received on actual receipt. Notices shall be mailed in the above manner to the following addresses:

County
Riverside County Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92501

City
City of Desert Hot Springs
65950 Pierson Boulevard
Desert Hot Springs, CA 92240

Either party may from time to time change address for notice by notifying the other party of such new address in the manner set forth in this paragraph 7.

8. Third Party Rights. The parties agree that the provisions of this agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than the City and County.

9. Interpretation. The terms of this Agreement have been negotiated by the parties and interpretation of this Agreement or any provisions thereof, shall not be construed against the drafter.

10. Entire Agreement. This instrument contains the entire Agreement between the parties relating to the provision of road maintenance and police protection services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

ATTEST:

COUNTY OF RIVERSIDE

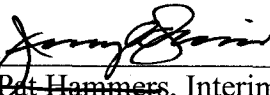
KECIA HARPER-IHEM
Clerk of the Board

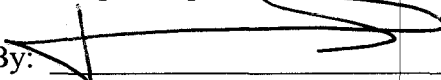
By: _____
Chairman, Board of Supervisors

By: _____
Deputy


ATTEST:

CITY OF DESERT HOT SPRINGS,
a municipal corporation

By:  JERRY SORIANO
Pat Hammers, Interim City Clerk
Deputy

By:  _____
Rick Daniels, City Manager

APPROVED AS TO FORM:

By:  _____
Ruben Duran, City Attorney

APPROVED AS TO FORM:

By:  _____
Pam Walls, County Counsel