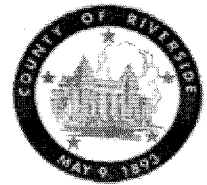


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

505



FROM: TLMA - Transportation Department


SUBMITTAL DATE:
July 6, 2010

SUBJECT: Agreement for Provision of Road Maintenance between the County of Riverside (County) and the City of Desert Hot Springs (City).

RECOMMENDED MOTION: The Transportation Department recommends that the Board of Supervisors:

1. Approve the Agreement for Provision of Road Maintenance between the County of Riverside and City of Desert Hot Springs, and;
2. Authorize the Chairman to execute the same.

BACKGROUND: This agreement is a requirement of the LAFCO 2009-08-5 Annexation 37 of a



Juan C. Perez
Director of Transportation


SW
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

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

C.E.O. RECOMMENDATION:

APPROVE

BY: 

Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: 
SYNTHIA M. GUNZEL
DATE: 7-6-10
Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.

District: 5

Agenda Number:

3.89

The Honorable Board of Supervisors

RE: Agreement for Provision of Road Maintenance between the County of Riverside (County)
and the City of Desert Hot Springs (City).

July 6, 2010

Page 2 of 2

portion of County land to the City of Desert Hot Springs. The City's goal is to complete the Annexation by August. Under this agreement, and as required by the LAFCO approval process, the City will maintain the East portion of Palm Drive between Dillon Road and the current northern city limits, since the West half of Palm Drive is included in the Annexation as are both sides of the road to the north and south, and it benefits the public to have one jurisdiction maintain both sides of the road.

The agreement is scheduled for adoption at the July 6th Desert Hot Springs City Council Meeting.

AGREEMENT FOR PROVISION OF
ROAD MAINTENANCE

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 2009-08-5 Annexation 37 to the City of Desert Hot Springs. Annexation 37 was approved by the Local Agency Formation Commission on December 3, 2009, subject to condition 8.a.iv. of LAFCO Resolution 20-09 stating that, "Prior to the issuance of a Certificate of Completion for LAFCO 2009-09-5, the City of Desert Hot Springs shall enter into an agreement with the County of Riverside providing for the City to maintain the easterly half-section of Palm Drive from Dillon Road north to the existing city boundary," as shown in Exhibit A.

B. City desires to fulfill the condition, and is hereby entering into this Agreement with County, subject to the terms and conditions noted herein.

AGREEMENT

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:

1. Until such time as the area identified in condition 8.a.iv. ("Subject Area") is either (1) annexed to City or (2) City and County mutually agree otherwise, City shall provide road maintenance to the Subject Area.
2. Said road maintenance service shall be at the same level of service as that provided throughout the City once annexed into the City. City and its contractors, agents and employees, at the sole cost of the City, shall maintain and repair, as necessary, the easterly half-section of Palm Drive from Dillon Road north to the existing city boundary. 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 County nor any official, officer or employee thereof shall be responsible for any damage or liability occurring by reason of any acts or omissions by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, City shall fully indemnify, defend and hold County harmless from any liability

imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement.

Neither City nor any official, officer or employee thereof shall be responsible for any damage or liability occurring by reason of any acts or omissions by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, County shall fully indemnify, defend and hold City harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

4. Term. Commencement of the City's obligation for maintenance shall begin upon approval by LAFCO of the above referenced application for annexation. This Agreement shall remain in effect until such time as jurisdiction of the Subject Area rests solely with City as a result of the annexation by the City of the Subject Area, or until the parties hereto mutually agree to terminate this Agreement.

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 the parties hereto or their successors or assigns.

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
P. O. Box 1385
Riverside, CA 92502-1385

City
City Manager
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. Entire Agreement. This instrument contains the entire Agreement between the parties relating to the provision of road maintenance 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: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

PAM WALLS, COUNTY COUNSEL

By: Synthia M. Gunzel
Deputy

By: _____
City Attorney

SYNTHIA M. GUNZEL