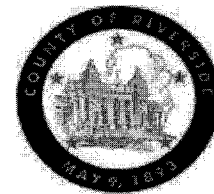


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.29  
(ID # 2793)

**MEETING DATE:**

Tuesday, November 1, 2016

**FROM :** EXECUTIVE OFFICE:

**SUBJECT:** Agreement By and Between the City of Lake Elsinore and the County of Riverside Relating to LAFCO 2015-07-1 (Annexation 83) and LAFCO 2016-04-1 (Annexation 84); District 1; [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Agreement by and between the County of Riverside and the City of Lake Elsinore relating to LAFCO 2015-07-1 (Annexation 83) and LAFCO 2016-04-1 (Annexation 84); and
2. Authorize the Chairman to execute the same.

**Policy**

FINANGIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment:	
			For Fiscal Year:	

**C.E.O. RECOMMENDATION:** [CEO use]

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington and Ashley  
**Nays:** None  
**Absent:** Benoit  
**Date:** November 1, 2016  
**xc:** EO

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy

**3-29**

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

<b>ITEM</b> 3.29 (ID # 2793)
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**BACKGROUND:**

**Summary**

On or about September 24, 2015, the County of Riverside was notified about a proposed annexation by the City of Lake Elsinore Titled: LAFCO 2015-07-1 Reorganization to include Annexation 83 (Nichols Rd.) and Annexation to the Northwest Mosquito & Vector Control District and Detachment from the Riverside County Waste Resources Management District.

(Continued)

The County of Riverside entered into negotiations with the City of Lake Elsinore due to the proximity of the proposed annexation boundary to a Disadvantaged Unincorporated Community (DUC) known as Warm Springs. Warm Springs is one of three DUCs in proximity to the City of Lake Elsinore. There are forty DUCs in Riverside County. A DUC is defined as an inhabited community in an unincorporated area with a median annual income less than eighty percent (80%) of the statewide annual household income level. Because the annexation area was not immediately adjacent or contiguous, due to a small buffer of higher income properties between the DUC and the proposed annexation area, this annexation was not subject to LAFCO regulations. The County also had a concern regarding a service island, in particular with Sheriff and Fire services if the City were no longer under contract with the County for these services.

The City and the developer the proposed annexation met with the County and the annexation boundary was subsequently modified; however, the County's concerns remained. Consequently, the City worked with the County on developing terms whereby the County would not oppose the annexation. In exchange for not opposing the Nichols Rd annexation (LAFCO 2015-07-1) or the Summit Annexation (2016-04-1) under this Agreement, the City agrees to continue to provide police and fire services to the remaining residents of the Warm Springs community if the City were no longer contracting with the County for one or both of these services. An additional term allows for the residents of Warm Springs to use any park and recreational facilities in the annexation area at the same cost as if they were a resident of Lake Elsinore. The remaining terms relate to orderly development, including economic development, and annexations by the City.

County Counsel has approved the agreement as to form.

**Impact on Residents and Businesses**

There is no immediate impact on residents or business; however, police and fire services will continue to be provided locally if the contractual relationship changes with the city.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

The County does not have a previous agreement with the City relating to this annexation.

WHEN DOCUMENT IS FULLY EXECUTED RETURN

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**AGREEMENT**

**BY AND BETWEEN**

**THE COUNTY OF RIVERSIDE**

**AND THE CITY OF LAKE ELSINORE**

THIS AGREEMENT ("Agreement") is entered into by and between the COUNTY OF RIVERSIDE ("County"), a political subdivision of the State of California and the CITY OF LAKE ELSINORE ("City"), a municipal corporation, (collectively, the "Parties").

**RECITALS**

A. Two applications requesting approval of the annexation of certain unincorporated territory located within the City's sphere of influence into the City have been filed with the Riverside County Local Agency Formation Commission ("LAFCO"). These annexation applications are the Nichols Road Annexation, also known as 2015-07-1 Annexation 83, and the Summit Annexation, also known as 2016-04-1 Annexation 84;

B. Should the Nichols Road Annexation be approved, it is recognized by the Parties that unincorporated service islands will be created which will affect the County's ability to continue to provide police and fire services to the remaining residents of the Warm Springs community identified in Exhibit A which is attached hereto and incorporated herein by this reference;

C. In order to provide for the continuation of sheriff and fire services to these residents, County has requested that City participate in the development and implementation of a Comprehensive Annexation Plan for the unincorporated area within the City's sphere of influence;

D. The Parties wish to cooperate as provided in this Agreement in an effort to address the practical and fiscal considerations in providing sheriff and fire services to the unincorporated service islands within the Warm Springs community that will be impacted by any approval by LAFCO of the aforementioned annexations.

E. The Parties also wish to cooperate as provided in this Agreement for the orderly development and use of certain infrastructure including roads and recreational facilities within and adjacent to the Warm Springs community.

11-1-16 3-29

1 **AGREEMENT**

2 NOW, THEREFORE, the Parties agree as follows:

3 Section 1. Terms and Conditions.

- 4 a. County agrees it shall not impede the completion or object to the approval of the Nichols Road  
5 and Summit Annexations which are currently being processed by LAFCO.
- 6 b. City agrees that if it determines to terminate one or both of its agreements with the County to  
7 provide police and fire services, the City shall provide police or fire services to the Warm Springs  
8 community upon the request of the County.
- 9 c. Prior to the initiation of any request to expand the City's sphere of influence or the initiation or  
10 support of any new annexation requests within the City's existing sphere of influence submitted to  
11 LAFCO after the execution of this Agreement, City shall, develop a Comprehensive Annexation  
12 Plan for the unincorporated area within the City's sphere of influence.
- 13 d. City agrees to condition any development of the Werner property currently identified as Assessor  
14 Parcel Numbers 389-210-008, 389-210-032, 389-210-034 and 389-210-036 ("Bow Tie property")  
15 which is included within the Nichols Road Annexation, to provide for the extension of El Toro  
16 Road, contiguous to the development site, with the purpose of providing a direct course of travel  
17 from Temescal Canyon High School to Nichols Road. City agrees to provide notice of all public  
18 hearings before its Planning Commission and City Council concerning any development of the  
19 Bow Tie property to the County's Executive Office.
- 20 e. City agrees that there shall be public access to any recreational facilities included within any  
21 development of the Bow Tie property and that such facilities shall be available for the use of the  
22 residents of the Warm Springs community on the same terms and conditions as they would be  
23 made available to City residents.
- 24 f. In the event the existing surface mine within the Warm Springs community proposes to develop  
25 the mine site to allow for an alternative use, the City shall process to completion an annexation  
26 application through LAFCO annexing all of the Warm Springs community. Should this  
27 annexation fail due to landowner or registered voter protest, the County shall consider this  
28 obligation to have been met by the City.

1 g. The Parties shall continue their existing partnership concerning the completion of the El Toro  
2 Ethanac Expressway ("Nichols Road extension"). In this regard, County shall continue to take the  
3 lead with respect to this project including environmental clearances, addressing historic natural  
4 and man-made drainage issues and right-of-way acquisition. County shall work with the City on  
5 the creation of a financing mechanism(s) to assist in providing funds for this project.

6 h. With respect to the future of the Warm Springs community, County agrees, taking into  
7 consideration its limited fiscal resources, it shall work with the City and the residents of Warm  
8 Springs to establish a cohesive path forward in providing for economic development and  
9 supporting infrastructure for the Warm Springs community. Accordingly,

10 I. County shall review its General Plan Land Use Element and consider amending the  
11 land use designations within the Warm Spring community to reflect the highest and  
12 best uses along the Nichols Road extension, Highway 74 and Interstate 15. County  
13 shall work with the City in identifying appropriate land uses and shall consider the  
14 City's suggestions in a proposed General Plan Amendment. The City shall commit  
15 to process an Amendment of its General Plan to mirror the County's revised Land  
16 Use Element for the Warm Springs community. Following any adoption of the  
17 aforementioned Amendment to its General Plan Land Use Element, County shall  
18 approve zoning consistent with the amended land use designations as required by  
19 Government Code Section 65860(a). Following any adoption of the  
20 aforementioned Amendment to its General Plan Land Use Element, City shall  
21 approve consistent pre-zoning for property within the Warm Springs community  
22 that has not built-out or have vested and existing development entitlements as  
23 required by Government Code Section 56375(a)(7).

24 II. The County shall work with the Riverside County Flood Control and Water  
25 Conservation District to proactively address the drainage issues that hinder  
26 economic development in the Warm Springs community.

27 III. The County through its Transportation Department shall seek methods to address  
28 needed road improvement within the Warm Springs community.

1 IV. The County agrees that its Economic Development Agency will partner with the  
2 City to encourage economic development in the Warm Spring community,  
3 especially along Highway 74 and the Nichols Road extension.

4 V. Where the Multiple Species Habitat Conservation Plan "HANS" process is required  
5 for County projects, the County shall, to the best of its ability, streamline that  
6 process for any future development within the Warm Springs community in order  
7 to expedite economic development within the area.

8 Section 2. Cooperation. The Parties hereby represent that each will cooperate with the other to the  
9 fullest extent reasonable and feasible to implement this Agreement. The City and the County shall, each,  
10 in a timely manner, provide the other with all documents, plans and other information necessary for the  
11 Parties to carry out their obligations in this Agreement.

12 Section 3. Assignment. Neither Party shall encumber, assign, or otherwise transfer this Agreement, or  
13 any right or interest in this Agreement, without the express written consent of the other Party. Consent by  
14 a Party to one assignment or transfer to another person shall not be deemed to be consent to any  
15 subsequent assignment or transfer to another person. Any assignment or transfer without the prior written  
16 consent of the other Party, whether it be voluntary or involuntary, by operation of law or otherwise, is void  
17 and shall, at the option of the other party, terminate this Agreement.

18 Section 4. Successors and Assigns. All the terms, covenants and conditions of this Agreement shall  
19 inure to the benefit of and be binding upon the Parties and their successors and assigns.

20 Section 5. Cumulative Remedies. The remedies given to the Parties in this Agreement shall not be  
21 exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or  
22 elsewhere provided in this Agreement.

23 Section 6. Waiver of Breach. The waiver by one Party of any breach by the other Party of any of the  
24 provisions of this Agreement, irrespective of the length of time for which such failure continues, shall not  
25 constitute a waiver of such breach or waiver of any subsequent breach either of the same or another  
26 provision of this Agreement.

27 Section 7. Ability to Perform. Each Party represents and warrants to the other Party that it has the  
28 ability to carry out the obligations assumed and promised hereunder, and is not presently aware of any

1 pending event or legal constraint which would, or could, hamper, hinder, delay or prevent its timely  
2 performance of such obligations.

3 **Section 8. Further Acts and Amendments.** Each Party agrees to perform all further acts and execute all  
4 further documents necessary to carry out the intent and purposes of this Agreement.

5 **Section 9. Notice.** Any written notice given under the terms of this Agreement shall be either delivered  
6 personally or mailed certified mail, postage prepaid, addressed to the Party concerned, by facsimile  
7 transmission or e-mail followed by delivery of a "hard" copy, and shall be deemed received on the date of  
8 receipt thereof. Unless otherwise indicated in writing, such notice shall be sent addressed as follows:

9  
10 If to the City:

11 Grant Yates, City Manager  
12 City of Lake Elsinore  
13 130 S. Main Street  
14 Lake Elsinore, CA 92530

If to the County:

Jay Orr, County Executive Officer  
County of Riverside  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501

15 If a Party desires to change the address for notice set forth herein, said party will provide 30 days advance  
16 written notice to the other party of any such change.

17 **Section 10. Attorneys' Fees.** In the event of any litigation to enforce the terms and provisions of this  
18 Agreement, each party shall bear its own costs and attorneys' fees, and the prevailing party shall not be  
19 entitled to an award of attorneys' fees against the non-prevailing party unless the court determines as a  
20 matter of law that the prevailing party is entitled to an award of attorneys' fees pursuant to the provisions  
21 of the Code of Civil Procedure @1021.5 or other equitable benefit attorneys' fees provision.

22 **Section 11. Controlling Law and Venue.** The rights and liabilities of the Parties, and the interpretation  
23 and construction of this Agreement, shall be determined in accordance with the laws of the State of  
24 California. Any controversy arising out of or under this Agreement, if litigated, shall be adjudicated in a  
25 court of competent jurisdiction in Riverside County, California.

26 **Section 12. Section Headings.** The captions, subject, section and paragraph headings in the Agreement  
27 are included for convenience and reference only. They do not form a part hereof, and do not in any way  
28

1 modify, interpret or reflect the intent of the Parties. Said headings shall not be used to construe, limit or  
2 interpret any provision of this Agreement.

3 Section 13. Time of the Essence. Time is of the essence with respect to all provisions of this  
4 Agreement in which a definite time for performance is specified, including, but not limited to, the  
5 expiration of this Agreement.

6 Section 14. Entire Agreement. This Agreement contains and embraces the entire Agreement between  
7 the Parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended  
8 orally or by any other agreement between the Parties unless such agreement be expressed in writing,  
9 signed and acknowledged by County and City or their successors in interest.

10 Section 15. Severability. Each provision of this Agreement is separate, distinct, and severable from the  
11 others. If any provision is held by a court of competent jurisdiction to be invalid, void or unenforceable,  
12 the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the  
13 holding, so long as the reasonable expectations of the parties hereto are not materially impaired.

14 Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of  
15 which shall be deemed one and the same instrument.

16 Section 17. Effective Date. The effective date of this Agreement is the last date upon which it is  
17 executed by all Parties.

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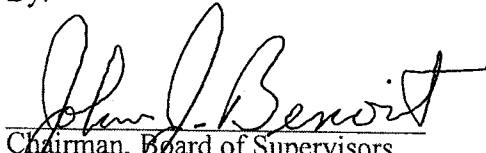
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28

1 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and  
2 through their authorized representatives, on November 1, 2016.

3  
4 COUNTY OF RIVERSIDE  
5 By:

CITY OF LAKE ELSINORE  
By:

6   
7 Chairman, Board of Supervisors  
8 **JOHN J. BENOIT**

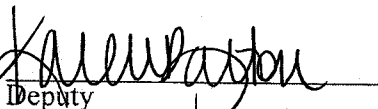
\_\_\_\_\_  
Mayor

9 ATTEST:

10 Kecia Harper-Ihem  
11 Clerk of the Board

12 By:


By:

13   
14 Deputy

\_\_\_\_\_  
City Clerk

15  
16 APPROVED AS TO FORM:  
17 GREGORY P. PRIAMOS,  
County Counsel

APPROVED AS TO FORM:

18   
19 Deputy

\_\_\_\_\_  
City Attorney