

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



**ITEM  
3.32  
(ID # 4144)**

**MEETING DATE:**  
Tuesday, May 9, 2017

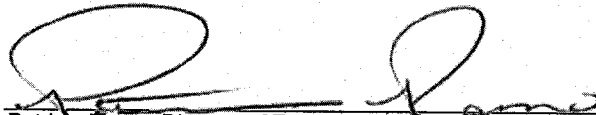
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TLMA - TRANSPORTATION DEPARTMENT: Agreement for Provision of Road Maintenance between the County of Riverside (County) and the City of Rancho Mirage (City) [\$0]

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

1. Approve the Agreement for Provision of Road Maintenance between the County of Riverside and City of Rancho Mirage; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

**ACTION:** Policy

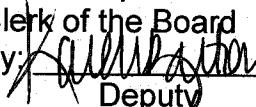
  
Patricia Romo, Director of Transportation 4/25/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: May 9, 2017  
xc: TLMA-Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> No general funds will be used. No cost to the county.				<b>Budget Adjustment: N/A</b>
				<b>For Fiscal Year: N/A</b>

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This agreement is a requirement of the LAFCO 2016-11-4 Annexation of a portion of County land to the City of Rancho Mirage. The City's goal is to complete the Annexation by May. Under this agreement, and as required by the LAFCO approval process, the City will maintain the full width of Los Alamos Road and Dinah Shore Drive within Section 24-T4SR5E, since portions of these roads are included in the annexation. The public will benefit to have one jurisdiction maintain both sides of the road. In addition, the Local Agency Formation Commission (LAFCO) required the City of Rancho Mirage to maintain Bob Hope Drive, between Dinah Shore Drive and Ramon Road with the County of Riverside to pay reasonable costs for such maintenance. After further discussion between the City and the County, it was agreed that it would be more cost effective for the County to continue to maintain Bob Hope Drive.

On April 6, 2017 the Rancho Mirage City Council authorized the City Manager to approve the terms of the Los Alamos Road and Dinah Shore Maintenance Agreement by and between the City and the County of Riverside, as recommended by the Public Works Director and approved as to form by the City Attorney, pursuant to the condition of approval set forth in Riverside LAFCO Resolution No.02-17 approving the City's annexation. On April 25, 2017, the City of Rancho Mirage executed the Agreement.

**Impact on Residents and Businesses**

N/A

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The City of Rancho Mirage will be responsible for the maintenance and the cost of maintenance of the county portion of the subject roads.

**Contract History and Price Reasonableness**

N/A

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

**ATTACHMENTS:**

Agreement with Exhibits "A", "B" and "C"

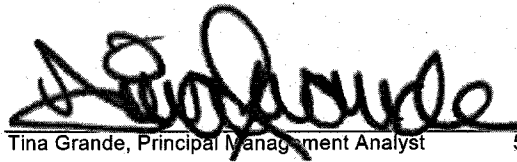
Determination of Substantial Compliance with Road Maintenance Condition

LAFCO Agenda



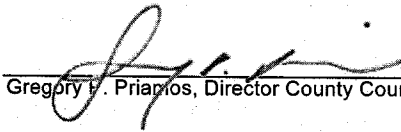
Marsha Victor, Chief Deputy County Counsel

4/25/2017



Tina Grande, Principal Management Analyst

5/4/2017



Gregory J. Priamos, Director County Counsel

4/26/2017

**CLERK'S COPY**

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

**Los Alamos Road and Dinah Shore Drive Maintenance Agreement**

**AGREEMENT FOR PROVISION OF ROAD MAINTENANCE BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF RANCHO MIRAGE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY"), and the City of Rancho Mirage, (hereinafter "CITY") for the maintenance of roads located along the jurisdictional boundaries of CITY and COUNTY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

**RECITALS**

- A. The CITY submitted an application to the Local Agency Formation Commission ("LAFCO") for annexation into the CITY's jurisdictional boundaries of approximately 321 acres of vacant tribal territory within the CITY'S sphere of influence, south of Ramon Road, east of Los Alamos Road, west of Bob Hope Drive, and north of Dinah Shore Drive, with the proposed property to be annexed ("Annexation Property") more particularly described and depicted in Exhibit "A", attached hereto and incorporated by this reference.
- B. On or about March 23, 2017, through LAFCO's Case No. 2016-11-4, LAFCO approved the CITY's application for annexation of the Annexation Property into the jurisdictional boundaries of the CITY, subject to specific recommendations.
- C. Annexation of the Annexation Property as proposed in LAFCO's Case No. 2016-11-4 would result in boundaries that would create an inefficient maintenance pattern on portions of Los Alamos Road and Dinah Shore Drive due to split ownership between the COUNTY and CITY.
- D. Recommendations as contained in LAFCO's March 23, 2017 report states that the CITY and COUNTY shall enter into a road maintenance agreement whereby: (i) the City of Rancho Mirage would be responsible to maintain the full width of Los Alamos Road and Dinah Shore Drive within Section 240T4SR5E, and (ii) the City of Rancho Mirage would maintain Bob Hope Drive within Section 24-T4SR5E (between Dinah Shore Drive and Ramon Road) with the County of Riverside to pay reasonable costs for such maintenance with a specific cap on those costs included in the agreement and on a maintenance schedule agreed to by both parties until such time as that portion of Bob Hope Drive

MAY 09 2017 3.32

**Los Alamos Road and Dinah Shore Drive Maintenance Agreement**

1 is fully annexed into the City of Rancho Mirage.

2 E. The CITY desires to satisfy this recommendation as contained in LAFCO's March 23, 2017 report and is  
3 hereby entering into this Agreement with the COUNTY, subject to the terms and conditions noted herein.

4 **AGREEMENT**

5 NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises, covenants and  
6 conditions contained herein, the parties hereto agree as follows:

7 **SECTION 1 • RECITALS**

8 The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set  
9 forth herein.

10  
11 **SECTION 2 • MAINTENANCE OF ROAD**

12 A. The CITY shall perform routine maintenance services, as described below, of the full width of Los Alamos  
13 Road and Dinah Shore Drive within Section 24-T4SR5E, at their cost, in perpetuity or until the CITY  
14 acquires jurisdiction over the entire width of those same portions of Los Alamos Road and Dinah Shore  
15 Drive. The length of Los Alamos Road and Dinah Shore Drive described above over which the CITY  
16 shall have routine maintenance responsibilities shall hereinafter be referred to as the "Maintained  
17 Annexation Roads", which are depicted in Exhibit "B" and Exhibit "C", attached hereto and incorporated  
18 by this reference.

19 B. The above-referenced routine maintenance services shall be performed at the same level of service as  
20 that provided throughout the CITY's boundaries. The CITY and its contractors, agents, and employees,  
21 at the sole cost of the CITY, shall perform routine maintenance services, as necessary, to the Maintained  
22 Annexation Road. Said routine maintenance shall be limited to patching pot holes, sealing cracks, slurry  
23 work, replacing signs and markers, providing repair of the road surface and shoulder area as a result of  
24 storm or other damage, and cleaning culverts and removing debris from the right-of-way. The COUNTY  
25 shall be responsible for all other maintenance work as part of the COUNTY's Capital Improvement  
26 Program, and shall also perform annual inspections of those portions of the Maintained Annexation  
27 Roads that are within its jurisdiction and submit those findings to the CITY, which findings must include  
28 any improvements and maintenance that may be reasonably necessary, as determined jointly by the

29 CITY and COUNTY. The CITY and COUNTY agree that both agencies shall have the authority to  
*City of Rancho Mirage Annexation Maintenance Agreement 2016-11-4*

**Los Alamos Road and Dinah Shore Drive Maintenance Agreement**

1           close the above road in the event of an emergency.

2       **SECTION 3 • MAINTENANCE OF TRAFFIC SIGNALS**

3       The CITY has been operating and maintaining the traffic signal and safety lighting improvements located at the  
4       intersection of Ramon Road and Los Alamos Road, and at the intersection of Bob Hope Drive and Dinah Shore  
5       Drive at its own expense. Pursuant to this Agreement, CITY affirms such performance and herein agrees to  
6       continue to operate and maintain, and pay all costs associated therewith with regard to the traffic signals and  
7       safety lighting at these two intersections.

8       **SECTION 4 • MAINTENANCE OF BOB HOPE DRIVE**

9       The recommendations by LAFCO in Case No. 2016-11-4 provided that CITY should maintain Bob Hope Drive  
10      within Section 24-T4SR5E between Dinah Shore Drive and Ramon Road with COUNTY to pay reasonable costs.

11     The COUNTY has determined that it is most cost effective for COUNTY to continue to perform maintenance  
12     services for Bob Hope Drive between Ramon Road and Dinah Shore Drive and therefore COUNTY herein agrees  
13     to continue to perform such maintenance unless or until this segment of Bob Hope Drive comes within the CITY's  
14     jurisdiction or other agreements are signed into effect.

15     **SECTION 4 • INDEMNITY; INSURANCE; COMPLIANCE WITH LAWS**

16     A. The CITY shall indemnify and hold harmless the COUNTY, and its directors, officers, and employees from  
17     and against all liabilities, including, without limitation, all claims, losses, damages, penalties, fines and  
18     judgments, associated investigation and administrative expenses, and defense costs, including, but not  
19     limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution that arise  
20     from any occurrence within any portion of the Maintained Annexation Roads that arises out of, pertains to,  
21     or relates to the CITY's failure to perform routine maintenance of said road as is required in this  
22     Agreement (collectively, "Claims"). Notwithstanding anything else herein, the CITY shall fully indemnify,  
23     defend and hold the COUNTY harmless from any liability imposed for any injury or damage occurring by  
24     reason of anything done or omitted to be done by the CITY under or in connection with any obligation  
25     delegated to the CITY under this Agreement.

26     B. The COUNTY shall indemnify and hold harmless the CITY, and its directors, officers, and employees from  
27     and against all Claims that arise from any occurrence within any portion of the Maintained Annexation  
28     Roads that is within the COUNTY's jurisdiction and that do not arise out of, pertain to, or relate to the  
29     CITY's failure to perform routine maintenance of said road as is required in this Agreement.

**Los Alamos Road and Dinah Shore Drive Maintenance Agreement**

1 Notwithstanding anything else herein, the COUNTY shall fully indemnify, defend and hold the CITY  
2 harmless from any liability imposed for any injury or damage occurring by reason of anything done or  
3 omitted to be done by the COUNTY under or in connection with any obligation delegated to the COUNTY  
4 under this Agreement.

5 C. If the CITY uses a contractor for road maintenance services, the services shall be administered in  
6 accordance with applicable laws, including the California Labor Code provisions regarding prevailing  
7 wages. CITY shall also cause CITY's contractor to maintain in force, a policy of contractual liability  
8 insurance, including coverage of bodily injury, liability and property damage liability, in the amount of  
9 \$2,000,000 minimum single limit coverage, and a policy of automobile liability insurance in the amount of  
10 \$1,000,000 minimum. Endorsements to each policy shall be required which name the COUNTY, its  
11 officers, agents and employees as additional insured. The CITY shall also require CITY's contractor to  
12 maintain workers' compensation insurance. The CITY shall provide certificates of insurance and  
13 additional insured endorsements which meet the requirements of this section to COUNTY prior to any  
14 contractor performing services on the roads within COUNTY's jurisdiction.

15 **SECTION 5 • NO THIRD PARTY BENEFICIARIES**

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

19 **SECTION 6 • MODIFICATION AND TERMINATION**

20 This Agreement may not be modified, terminated or rescinded, in whole or in part, except by a written instrument  
21 duly executed and attested by the parties hereto or their successors or assigns.

22 **SECTION 7 • GOVERNING LAW**

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

24 **SECTION 8 • NOTICE**

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

29 the following addresses:

*City of Rancho Mirage Annexation Maintenance Agreement 2016-11-4*

**Los Alamos Road and Dinah Shore Drive Maintenance Agreement**

COUNTY:

CITY:

Riverside County Transportation Department

City of Rancho Mirage

Attn: Patricia Romo,

Attn: City Manager

Director of Transportation

69-825 Highway 111

4080 Lemon Street, 8th Floor

Rancho Mirage, CA 92270

Riverside, CA 92502

Phone: (951) 955-6740

Either party may from time to time change the address for notice by notifying the other party of such new address in the manner set forth in this Section 8.

**SECTION 9 • REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

**SECTION 10 • VENUE**

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

**SECTION 11 • COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

[REMAINDER OF PAGE LEFT BLANK]

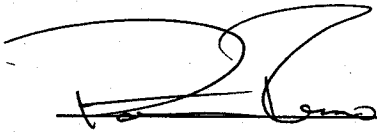


Los Alamos Road and Dinah Shore Drive Maintenance Agreement

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:



Dated: 4/27/17

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

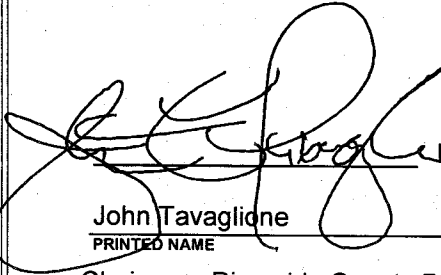
GREGORY P. PRIAMOS



Dated: 4/25/17

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS



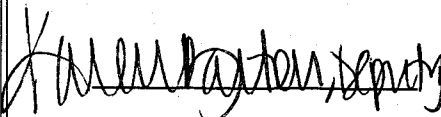
Dated: MAY 09 2017

John Tavaglione

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:



Dated: MAY 09 2017

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CITY OF RANCHO MIRAGE Approvals

APPROVED BY:

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

City Attorney

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

City Clerk

Los Alamos Road and Dinah Shore Drive Maintenance Agreement

APPROVALS

COUNTY Approvals

CITY OF RANCHO MIRAGE Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

\_\_\_\_\_ Dated: \_\_\_\_\_

*Paul R...* Dated: 4/25/17

PATRICIA ROMO

*Randall B...*  
PRINTED NAME

Director of Transportation

City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

*Steve B...* Dated: 4/25/17

GREGORY P. PRIAMOS

*Steven B...*  
PRINTED NAME

\_\_\_\_\_ Dated: \_\_\_\_\_

City Attorney

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

*Kristie Ramos* Dated: 04/25/17

John Tavaglione

*Kristie Ramos*  
PRINTED NAME

PRINTED NAME

City Clerk

Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_ Dated: \_\_\_\_\_

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

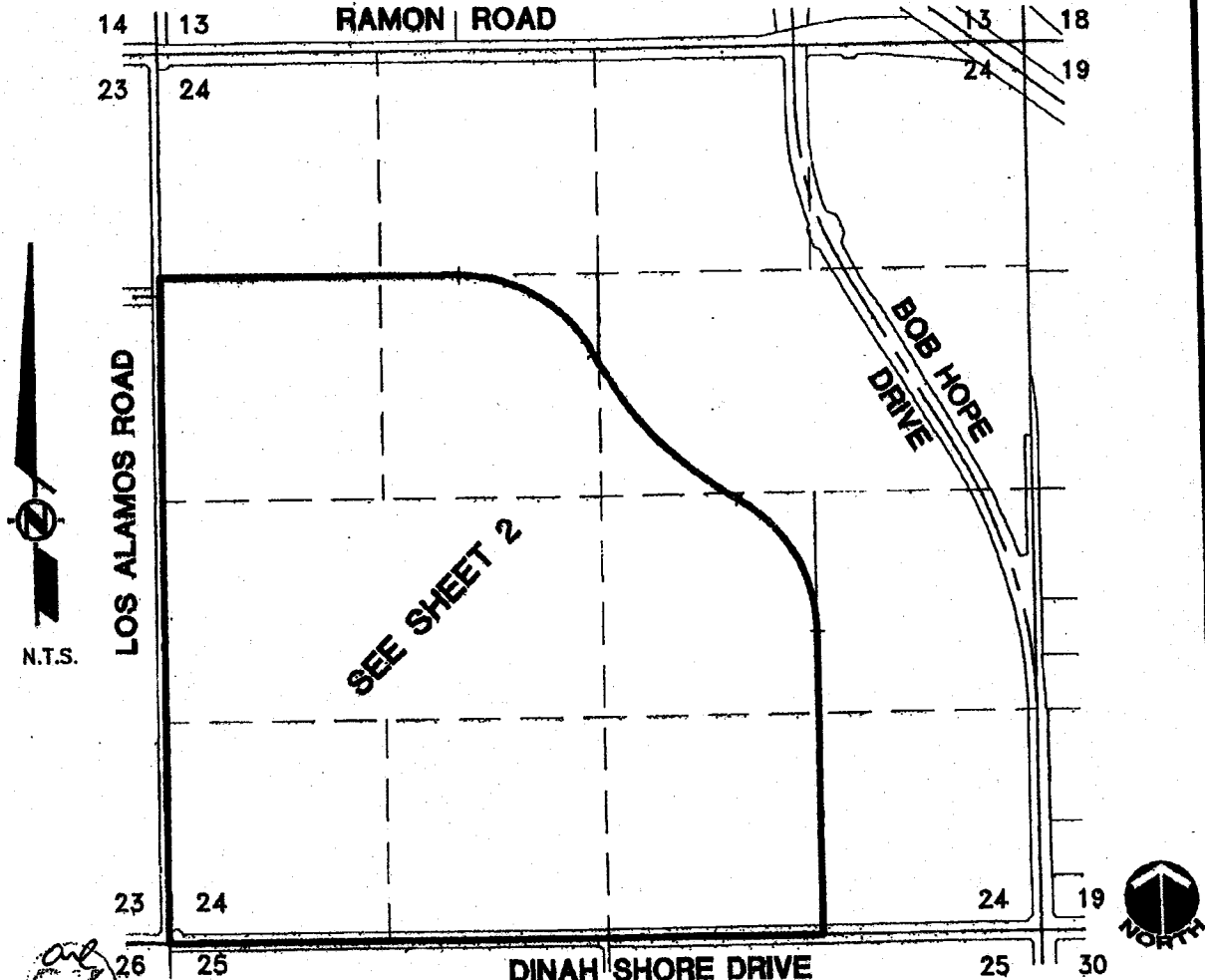
**EXHIBIT A**

**VICINITY/ANNEXATION PROPERTY**

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**EXHIBIT 'A'**  
**LAFCO 2016-11-4**

REORGANIZATION TO INCLUDE ANNEXATION TO THE CITY OF RANCHO MIRAGE AND  
 CONCURRENT ANNEXATION TO THE RANCHO MIRAGE COMMUNITY SERVICE DISTRICT  
 (SUBSIDIARY) AND DETACHMENT FROM THE RIVERSIDE COUNTY WASTE RESOURCES  
 MANAGEMENT DISTRICT (SECTION 24 SPECIFIC PLAN - PAB)

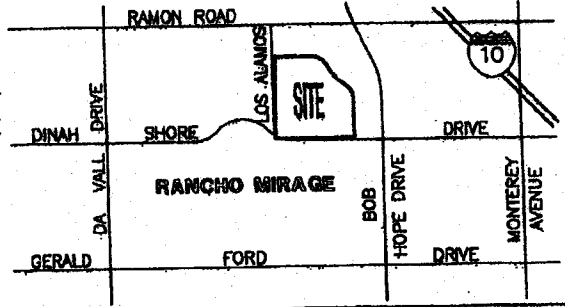


*and*  
 2/24/17



**LEGEND**  
 — ANNEXATION BOUNDARY  
 // // // // EXISTING CITY BOUNDARY  
 CITY OF RANCHO MIRAGE  
 TOTAL GROSS AREA= 321.45 AC.

**VICINITY MAP**  
 N.T.S.



DATED: 2/24/2017

LAFCO NO. 2016-11-4



**MSA CONSULTING, INC.**  
**PLANNING - CIVIL ENGINEERING**  
**LAND SURVEYING**

J.N. 2031 2/24/2017 SHEET 1 OF 2

**EXHIBIT B**

**MAINTAINED ANNEXATION ROAD – Dinah Shore Drive**

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# 'EXHIBIT B'

## DINAH SHORE DRIVE

114EA  
NW 1/4  
SE 1/4

101E  
NE 1/4  
SE 1/4

115EA  
SW 1/4  
SE 1/4

117C  
SE 1/4, SE 1/4  
SECTION 24 T.4S., R.5E.  
S.B.M.

RS 141/25

E'LY LINE  
SEC. 24

BOB HOPE DRIVE

RS 110/1

R/W EASEMENT PER  
INST. NO. 2001-175875,  
REC. 4/25/2001 O.R.  
(R/W FILE NO. 375-641)

S'LY LINE  
SEC. 24

**AGREEMENT AREA**  
67,636 SQ. FT.  
1.553 A.C.

SE COR.  
SEC. 24

55'

88'

19



DINAH SHORE DRIVE C/L

PAR. MAP NO. 19905  
PMB 140/80-84



MAINTENANCE AGREEMENT AREA



SCALE 1"=300'



**MSA CONSULTING, INC.**  
PLANNING • CIVIL ENGINEERING  
LAND SURVEYING

DATED: 4/25/2017

J.N. 2031

4/25/2017

SHEET 1 OF 1

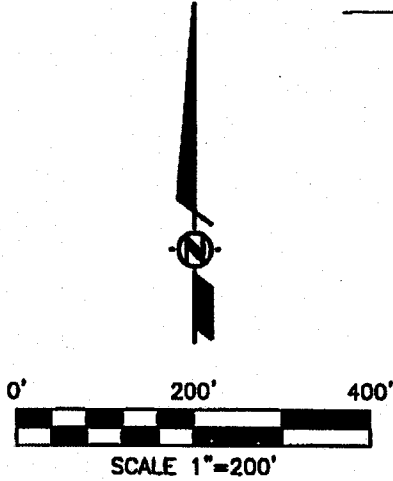
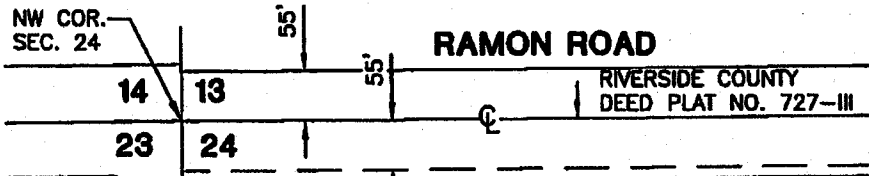
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**EXHIBIT C**

**MAINTAINED ANNEXATION ROAD – Los Alamos Road**

# "EXHIBIT C"

## LOS ALAMOS ROAD



TR 29204-1  
MB 289/97-102

LOS ALAMOS ROAD C/L

R/W ESMT PER DOC.  
NO. 2002-152327  
REC. 03/26/2002, O.R.

RS 141/25

TRIBAL  
T5296

**AGREEMENT AREA**  
61,845 SQ. FT.  
1.420 A.C.

NW 1/4 OF  
NW 1/4  
SECTION 24  
T.4S., R.5E.  
S.B.M.

W'LY LINE  
SEC. 24

ANNEXATION  
BOUNDARY

VIA BELLA

LOT 'U'

LOT 'T'

LOT 'V'

LOT 'S'

LOT 'W'

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137



DATED: 4/19/2017



MAINTENANCE  
AGREEMENT  
AREA



**MSA CONSULTING, INC.**  
PLANNING • CIVIL ENGINEERING  
LAND SURVEYING





16.  
4/27/2017

TO: Local Agency Formation Commission  
FROM: George J. Spiliotis, Executive Officer

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SUBJECT: DETERMINATION OF SUBSTANTIAL COMPLIANCE WITH ROAD MAINTENANCE CONDITION—LAFCO 2017-11-4—REORGANIZATION TO INCLUDE ANNEXATION TO THE CITY OF RANCHO MIRAGE AND CONCURRENT ANNEXATION TO THE RANCHO MIRAGE COMMUNITY SERVICES DISTRICT (SUBSIDIARY) AND DETACHMENT FROM THE RIVERSIDE COUNTY WASTE RESOURCES MANAGEMENT DISTRICT (SECTION 24 SPECIFIC PLAN-PA8)

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Last month the Commission approved the subject proposal with the following condition:

*Prior to the issuance of a Certificate of Completion for LAFCO 2016-11-4, the City of Rancho Mirage and the County of Riverside shall enter into a road maintenance agreement whereby: (i) the City of Rancho Mirage would be responsible to maintain the full width of Los Alamos Road and Dinah Shore Drive within Section 24-T4SR5E; (ii) the City of Rancho Mirage would maintain the unincorporated portion of Bob Hope Drive within Section 24-T4SR5E (between Dinah Shore Drive and Ramon Road) with the County of Riverside to pay reasonable costs for such maintenance with a specified cap on those costs included in the agreement and on a maintenance schedule agreed to by both parties until such time as that portion of Bob Hope Drive is fully annexed into the City of Rancho Mirage.*

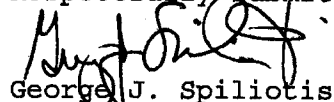
Representatives from the City and County have met and mutually agreed that the amount of maintenance to be performed on Bob Hope is minimal and therefore neither necessary nor practical to include in a maintenance agreement. The contemplated truncated agreement appears to meet the general intent of the Commission's condition.

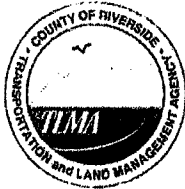
**STAFF RECOMMENDATION:**

Based upon the factors outlined above, IT IS RECOMMENDED that the Commission:

1. Determine the contemplated road maintenance agreement that would eliminate the provisions for Bob Hope Drive would be in substantial compliance with the condition established by the Commission.

Respectfully submitted,

  
George J. Spiliotis  
Executive Officer



*Juan C. Perez, P.E., T.E.  
Transportation and Land  
Management Agency Director*

**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**



*Patricia Romo, P.E.  
Director of Transportation*

**Transportation Department**

April 19, 2017

George Spiliotis, Executive Officer  
Local Area Formation Commission (LAFCO)  
3850 Vine Street, Suite 240  
Riverside, CA 92507-4277

Subject: LAFCO 2016-11-4

I am writing in regards to the condition that the City of Rancho Mirage and the County enter into a road maintenance agreement that requires the City to maintain the unincorporated west side of Bob Hope Drive between Dinah Shore Drive and Ramon Road, with the County paying reasonable costs for such maintenance with a cap on such costs, along with a mutually agreed upon maintenance schedule until such time as this unincorporated portion of Bob Hope Drive is fully annexed into the City of Rancho Mirage.

The City and County representatives met via teleconference, and it was mutually agreed that the County would continue to maintain Bob Hope Drive between Dinah Shore Drive and Ramon Road until such time as the City annexes this stretch of roadway, as there is minimal amount of maintenance on this road segment. Therefore, the City and the County have agreed to commence preparation of the Road Maintenance Agreement with respect to the City assuming full maintenance obligations for the full width of the entire length of Los Alamos Road between Dinah Shore Drive and Ramon Road with the full width of the entire length of Dinah Shore Drive between Los Alamos Road and Bob Hope Drive, both of which include portions that remain within the County's jurisdiction. To this end, a draft agreement for this maintenance has been prepared by County and transmitted for the City for their review.

The County will forward to your office a copy of the Road Maintenance Agreement once it is fully executed by the County. In the interim, please contact me should you have any questions or comments.

Sincerely,

Patricia Romo  
Director of Transportation



**PUBLIC NOTICE**  
**MEETING OF THE RIVERSIDE**  
**LOCAL AGENCY FORMATION COMMISSION**  
**Thursday, April 27, 2017**  
**9:30 a.m.**  
**Board of Supervisors Meeting Room**  
**County Administrative Center**  
**4080 Lemon Street, 1<sup>st</sup> Floor**  
**Riverside, California**

**AGENDA**

- 1.1 CALL TO ORDER AND SALUTE TO THE FLAG.
- 1.2 ROLL CALL
2. APPROVAL OF MINUTES OF MARCH 23, 2017.
3. CONSENT (NON-HEARING ITEMS):

There are no consent items.

4. PUBLIC HEARINGS:

Continued:

There are no continued items.

New:

- a. LAFCO 2015-11-3- Reorganization to Include Concurrent Annexations to Eastern Municipal Water District and the Metropolitan Water District of Southern California (105th Fringe/Rehab. Hospital) and pursuant to the California Environmental Quality Act, the Commission, as responsible agency, will review and consider the Mitigated Negative Declaration prepared by the City of Murrieta, as lead agency and adoption of a resolution making determinations on the proposal.
- b. LAFCO 2016-03-5-Detachment from Valley-Wide Recreation and Park District (City of Menifee) and the Commission, as responsible

agency, will review and consider a finding of exemption from the California Environmental Quality Act and adoption of a resolution making determinations on the proposal.

- c. Proposed Budget for Fiscal Year 2017-18.
5. PUBLIC COMMENTS ON ANY ITEMS NOT ON THE AGENDA.
6. INFORMATION ITEMS: Proposals Received (Government Code Section 56857, 56751) - No action to be taken by Commission:

There are no information items.

7. RECEIVE AND FILE:
  - a. LAFCO Monthly Expenditure Review.
8. REPORT ON CONDUCTING AUTHORITY PROCEEDINGS.
  - a. LAFCO 2016-11-4- Reorganization to Include Annexation to the City of Rancho Mirage and Concurrent Annexation to the Rancho Mirage Community Services District (Subsidiary) and Detachment from the Riverside County Waste Resources Management District (Section 24 Specific Plan - PA8).
9. LAFCO 2016-10-2-REQUEST FOR EXTRATERRITORIAL SERVICE PROVISION - CITY OF COLTON AND CITY OF GRAND TERRACE (CALIFORNIA CITRUS COOPERATIVE) (Continued from March 23, 2017; Staff recommends continuance to May 25, 2017).
10. INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR 2015-16.
11. FISCAL YEAR 2016-17 APPROPRIATIONS TRANSFER FOR REFUNDS.
12. FISCAL YEAR 2016-17 BUDGET AMENDMENTS-APPROPRIATION INCREASES AND ADDITION TO FEE REVENUE.
13. LAFCO 2017-07-2-DETERMINATION OF EXEMPTION FROM THE PROVISIONS OF GOVERNMENT CODE SECTION 56133-EXTRATERRITORIAL SERVICE EXTENSION (CALVARY OF THE BROOK CHURCH).
14. WAIVER OF THE PROVISIONS OF THE MEMORANDUM OF UNDERSTANDING (MOU) FOR TRANSFER OF JURISDICTION FOR SPHERE OF INFLUENCE CHANGES BETWEEN ORANGE LAFCO AND RIVERSIDE LAFCO (THE PRESERVE AT SAN JUAN).
15. LEGISLATIVE UPDATE AND POTENTIAL POSITIONS.

16. DETERMINATION OF SUBSTANTIAL COMPLIANCE WITH A TERM AND CONDITION - LAFCO 2016-11-4-REORGANIZATION TO INCLUDE ANNEXATION TO THE CITY OF RANCHO MIRAGE AND CONCURRENT ANNEXATION TO THE RANCHO MIRAGE COMMUNITY SERVICES DISTRICT (SUBSIDIARY) AND DETACHMENT FROM THE RIVERSIDE COUNTY WASTE RESOURCES MANAGEMENT DISTRICT (SECTION 24 SPECIFIC PLAN - PA8).
17. EXECUTIVE OFFICER REPORTS.
18. COMMISSIONER COMMENTS/FUTURE ITEMS.
19. ADJOURNMENT.

**NOTICES:** Anyone present at the hearing who is involved with any annexation to be considered and who has made a contribution of more than \$250 in the past twelve (12) months to any member of the Commission will be asked to state for the record the Commission member to whom the contribution was made and the matter of consideration with which they are involved.

Non-exempt materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection at the LAFCO Office, 3850 Vine Street, Suite 240, Riverside, CA 92507 during normal business hours.

If special accommodations are needed to participate in this meeting, please contact Elizabeth Valdez, Commission Clerk, at (951) 369-0631 during regular business hours. Staff reports are available on our website at: [www.lafco.org](http://www.lafco.org).