

## EMERGENCY VEHICLE ACCESS AGREEMENT

This EMERGENCY VEHICLE ACCESS AGREEMENT ("Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date") by and between the CITY OF PALM SPRINGS, a California charter city ("Palm Springs") and the CITY OF CATHEDRAL, a California charter city ("Cathedral City") (each individually a "Party", and collectively the "Parties"), and is made with reference to the following facts:

### RECITALS

- A. Cathedral City has previously approved final tract maps for Tract No. 32557 and Tract No. 32558, each located in the City of Cathedral City, California (collectively, the "Subdivision").
- B. There exists no emergency vehicle access to portions of the Subdivision from within the City of Cathedral City.
- C. Palm Springs has previously adopted its Resolution No. 21254, approving final tract maps for Tract No. 32233-1, Tract No. 32233-2, Tract No. 32233-3, and Tract No. 32233-4, each located in the City of Palm Springs, California (collectively, the "Escena Subdivision") and situated adjacent to the westerly border of the Subdivision.
- D. Pursuant to the conditions of approval of the Escena Subdivision, the owner thereof dedicated to the Palm Springs the right of ingress and egress for emergency vehicles and personnel, over the private streets within the Escena Subdivision identified as lettered lots (the "Access Easement"), attached hereto as Exhibit "A" and incorporated herein by this reference.
- E. There is direct access into the Subdivision from within the City of Palm Springs across the private streets through the Escena Subdivision.
- F. Palm Springs and Cathedral City are both participants in the Association of Riverside County Chiefs of Police and Sheriff ("ARCCOPS") and follow ARCCOPS Policy #014: Mutual Aid Protocol pursuant to which participating emergency responders provide assistance across jurisdictional boundaries.
- G. For the purpose of minimizing the necessity of relying on mutual aid in the event of an emergency within the Subdivision, the Parties desire to formally provide for Cathedral City emergency vehicles and personnel ingress and egress to the Subdivision pursuant to the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, PALM SPRINGS AND CATHEDRAL CITY AGREE, AS FOLLOWS:

1. Recitals. The Recitals above are true and correct and are hereby incorporated as part of this Agreement.

2. Access. Palm Springs grants to Cathedral City the right of ingress and egress for emergency vehicles and personnel, over the Access Easement, for the exclusive and limited purpose of accessing the Subdivision across and through the Escena Subdivision, and for no other purpose. Upon the termination of this Agreement, the City shall execute any document and take any action as may be reasonably necessary to evidence such termination.

3. Indemnification. To the fullest extent permitted by law, Cathedral City and Palm Springs agree to save, indemnify, defend and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined as set forth in this section.

4. Notices. Any notice to be given or other document to be delivered by either Party to the other may be delivered in person or may be deposited in the United States mail, with first class postage prepaid, and addressed as follows:

Association: City of Palm Springs  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: City Manager

With a Copy to: Best, Best & Krieger, LLP  
655 West Broadway, 15<sup>th</sup> Floor  
San Diego, CA 92101  
Attn: Jeffrey S. Ballinger, City Attorney

City: City of Cathedral City  
68700 Avenida Lalo Guerrero  
Cathedral City, CA 92234  
Attn: City Manager

With a Copy to: Burke, Williams & Sorensen LLP  
1770 Iowa Avenue, Suite 240  
Riverside, CA 92507-2479  
Attn: Eric S. Vail, City Attorney

5. Governing Law and Venue. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties each

acknowledge and agree that all legal actions arising from this Agreement shall be filed in the Superior Court of the State of California in and for the County of Riverside, California, or the United States District Court with jurisdiction in the County of Riverside, California.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

7. Third Party Beneficiaries. The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of City and Association, and not for the benefit, directly or indirectly, of any other person or entity.

8. Severance. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be deemed to be severed and deleted from this Agreement as a whole and neither such provision, nor its severance and deletion shall in any way affect the validity of the remaining provisions of this Agreement.

9. Counterparts. This Agreement may be executed in counterparts and when so executed, each such counterpart will constitute an original document and such counterparts will constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Palm Springs and Cathedral City have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF PALM SPRINGS,  
a California charter city

CITY:

CITY OF CATHEDRAL CITY,  
a California charter city

By: \_\_\_\_\_  
Scott Stiles, City Manager

By: \_\_\_\_\_  
Charlie McClendon, City Manager

Attest:

Attest:

By: \_\_\_\_\_  
Brenda Pree, MMC, CERA, City Clerk

By: \_\_\_\_\_  
Tracey R. Hermosillo, City Clerk

Approved as to form:

Approved as to form:

Best, Best & Krieger, LLP

Burke, Williams & Sorensen, LLP

By: \_\_\_\_\_  
Jeffrey S. Ballinger, City Attorney

By: \_\_\_\_\_  
Eric S. Vail, City Attorney

**EXHIBIT "A"**

**Access Easement**

**[Attached behind this cover page]**