

H. Emergency Vehicle Access Agreement with the City of Palm Springs

Recommendation: Approve and authorize the City Manager to execute the emergency access agreement with the City of Palm Springs to grant to the City of Cathedral City the right of ingress and egress for emergency vehicles and personnel over an access easement within the City of Palm Springs for the benefit of Tract Nos. 32557 and Tract No. 32558 located within the City of Cathedral City.

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, 15th 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]

RESOLUTION NO. 21254

OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, APPROVING FINAL MAP 32233-3 FOR PROPERTY LOCATED ALONG THE EAST SIDE OF GENE AUTRY TRAIL, SOUTH OF VISTA CHINO, IN SECTIONS 7 AND 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, AND APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT WITH PALM SPRINGS CLASSIC, LLC, A DELAWARE LIMITED LIABILITY COMPANY A05088

WHEREAS, the Planning Commission, at its meeting of October 13, 2004, recommended approval of Tentative Tract Map 32233, prepared by MSA Consulting, Inc., representing Palm Springs Classic, LLC, a Delaware Limited Liability Company, for the above described property; and

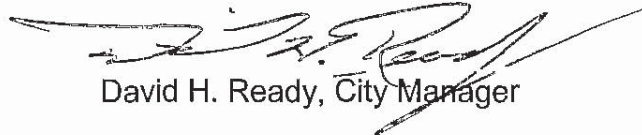
WHEREAS, the City Council at its meeting of November 17, 2004, approved Tentative Tract Map 32233 subject to conditions; and

WHEREAS, the owner offers for dedication to the City of Palm Springs easements for public utility and sewer purposes shown as "3' PUE" and "10' PUE", along and adjacent to all private streets; easements for public utility and sewer purposes, together with the right of ingress and egress for service and emergency vehicles and personnel, over Lots "A" through "O", inclusive; and easements for public utility and sewer purposes over Lots "P" through "R".

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Palm Springs as follows:

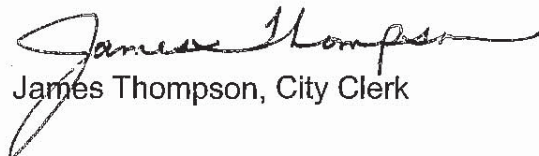
1. That Final Map 32233-3 is in substantial conformance with approved Tentative Tract Map 32233; and
2. That requisite conditions associated with Tentative Tract Map 32233 have been satisfied; and
3. That Final Map 32233-3 is in conformance with the General Plan; and
4. That Final Map 32233-3 conforms to all requirements of the Subdivision Map Act of the State of California; and
5. That the offers of dedication to the public on Final Map 32233-3 shall be accepted by the City Clerk of the City of Palm Springs; and
6. That the City Manager is hereby authorized to enter into a Subdivision Improvement Agreement with the subdivider and to accept subdivision improvement security in conformance with the requirements therein for construction of required public improvements; and
7. That the City Clerk shall cause to have recorded with the Riverside County Recorder the Subdivision Improvement Agreement; and
8. That Final Map 32233-3 is hereby approved for purposes therein defined.

ADOPTED THIS 4th day of May, 2005.



David H. Ready, City Manager

ATTEST:



James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. 21254 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on May 4, 2005, by the following vote:

AYES: Members Foat, Mills, McCulloch, Pougnet and Mayor Oden
NOES: None
ABSENT: None
ABSTAIN: None



James Thompson, City Clerk
City of Palm Springs, California

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside) SS

ON April 14, 2005, BEFORE ME, Lynda M. Davis, a Notary Public in and for said State, personally appeared SONIA E. GARCIA, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MY COMMISSION EXPIRES 12/25/07.

MY PRINCIPAL PLACE OF BUSINESS IS Riverside COUNTY

Lynda M. Davis
(PRINT NAME)

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS

ON April 14, 2005, BEFORE ME, SONIA E. GARCIA, a Notary Public in and for said State, personally appeared SONIA E. GARCIA, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MY COMMISSION EXPIRES 04/19/2007.

MY PRINCIPAL PLACE OF BUSINESS IS Los Angeles COUNTY

Sonia E. Garcia
(PRINT NAME)

NOTARY'S ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Oakland) SS

ON April 14, 2005, BEFORE ME, David J. O'Brien, a Notary Public in and for said State, personally appeared SONIA E. GARCIA, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MY COMMISSION EXPIRES 08/31/05.

MY PRINCIPAL PLACE OF BUSINESS IS Marina COUNTY

David J. O'Brien
(PRINT NAME)

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 32233-3
BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE
NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.
MSA CONSULTING, INC. JANUARY - 2005

ENGINEER'S NOTES

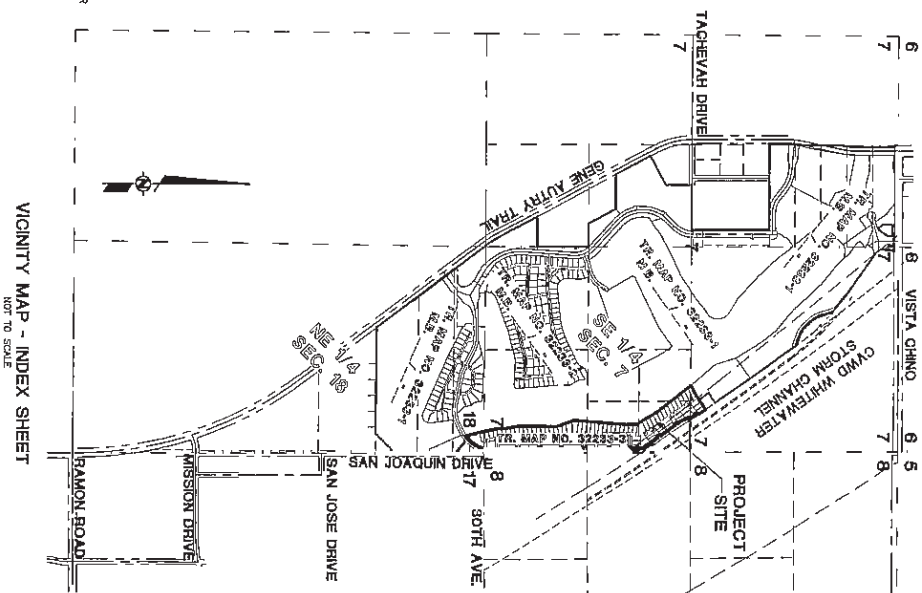
- THE BASE OF ~~SECTOR~~ FOR THE MAP IS THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 7, T. 4 S. R. 5 E. S.B.M. ALSO BEING THE CONTINUE OF VISTA CHINO, AS SHOWN ON PARCEL MAP NO. 27912. PER P.M.B. 183/25-37, TAKEN AS N 89°51'11" W
- INDICATES FOUND 1" IP W/TAG R.C.E. 26401", FLUSH, PER TRACT MAP NO. 32233-1, M.B. UNLESS NOTED OTHERWISE.
- INDICATES FOUND 1-1/4" BRASS DISK STAMPED "R.C.E. 26401", FLUSH, IN A.C. PAWT (RW, CO. STD. TYPE "B" MON). PER TRACT MAP NO. 32233-1, M.B. UNLESS NOTED OTHERWISE.
- INDICATES SET 1" IP, WITH PLASTIC PLUG STAMPED "R.C.E. 26401", FLUSH, UNLESS NOTED OTHERWISE.
- INDICATES SET 1-1/4" BRASS DISK STAMPED "R.C.E. 26401", FLUSH, IN A.C. PAWT (RW, CO. STD. TYPE "B" MON).
- INDICATES RECORD DATA PER PARCEL MAP NO. 27912. PER P.M.B. 183/25-37, AND MEASURED.
- INDICATES RECORD AND MEASURED DATA PER TRACT MAP NO. 32233-1, M.B. UNLESS NOTED OTHERWISE.
- INDICATES CENTERLINE
- INDICATES RIGHT-OF-WAY
- R/W
- CWMD CONCHUELA VALLEY WATER DISTRICT
- PUE INDICATES PUBLIC UTILITY EASEMENT
- SET NAIL AND TAG IN TOP OF CURB ON THE PROLONGATION OF ALL SIDE LOT LINES, STAMPED "R.C.E. 26401", IN LHD OF THE FRONT LOT CORNERS.
- SET 1" IP, WITH PLASTIC PLUG STAMPED "R.C.E. 26401", SET NAIL AND TAG IN CONC FOOTING STAMPED "R.C.E. 26401" OR NAIL AND TAG IN FENCING MATERIAL, TAGGED "R.C.E. 26401", AS APPROPRIATE, AT REAR LOT CORNERS AND ANGLE POINTS, UNLESS OTHERWISE NOTED.
- TOTAL GROSS AREA = 20,206 ACRES
- NUMBERED LOTS = 95 LOTS
- LETTERED PRIVATE STREET LOTS = 15 LOTS
- OPEN SPACE LETTERED LOTS = 3 LOTS

EASEMENT NOTES

- AN EASEMENT FOR DRAINAGE, INGRESS, EGRESS AND INCIDENTAL PURPOSES, IN FAVOR OF THE CONCHUELA VALLEY WATER DISTRICT, REC. 12/19/90, AS INST. NO. 109771, D.R.
- AN EASEMENT FOR INGRESS AND EGRESS, 20' IN WIDTH, IN FAVOR OF DESERT WATER AGENCY, REC. 9/24/99, AS INST. NO. 1999-427786, OR
- AN EASEMENT FOR FLOOD CONTROL, 200' IN WIDTH, IN FAVOR OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AS SHOWN ON THE WHITEWATER RIVER CHANNEL FIELD SURVEY ALIGNMENT MAP DATED 10/17/96, ON FILE WITH THE RIVERSIDE COUNTY SURVEYOR AS MAP NO. 800-N.

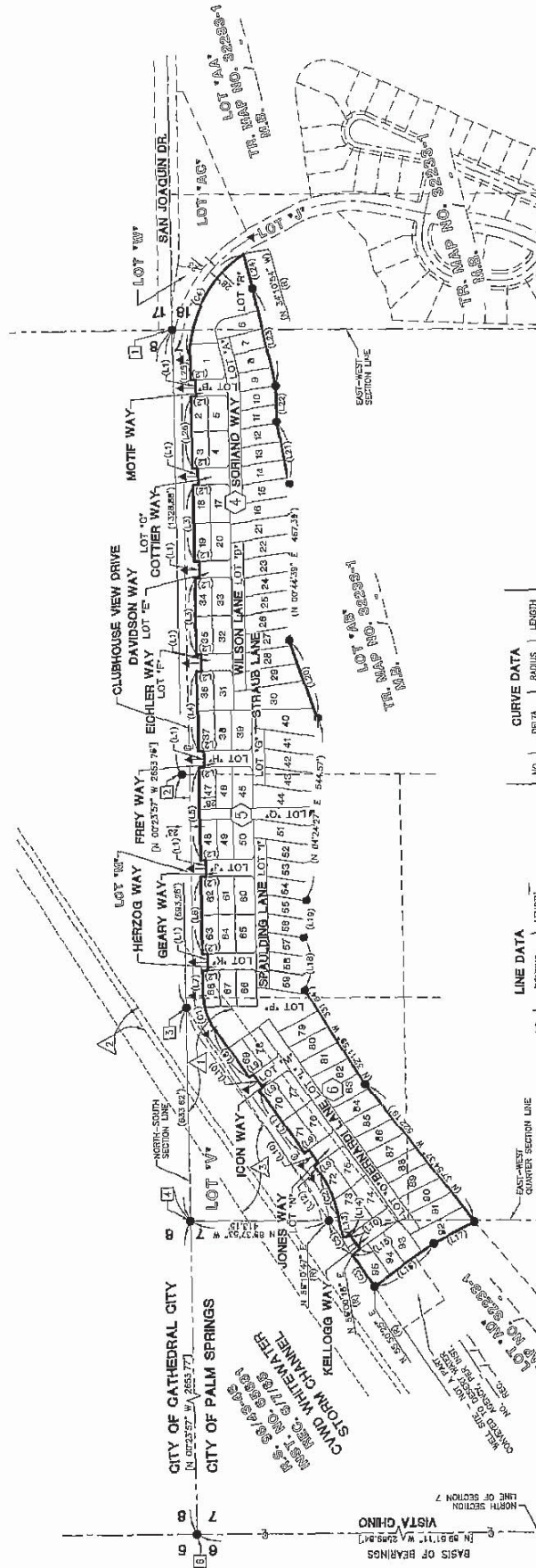
SIGNATURE OMISSIONS

PURSUANT TO SECTION 6600 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RISE INTO FEE. CONCHUELA VALLEY WATER DISTRICT, PER INST. NO. 109771, REC. 12/19/90, D.R. EGRESS AND INCIDENTAL PURPOSES, PER INST. NO. 109771, REC. 12/19/90, D.R. RIVERSIDE COUNTY FLOOD CONTROL, AND WATER CONSERVATION DISTRICT, HOLDER OF EASEMENT FOR FLOOD CONTROL, 200' IN WIDTH, IN FAVOR OF THE WHITEWATER RIVER CHANNEL FIELD SURVEY ALIGNMENT MAP DATED 10/17/96, RIVERSIDE COUNTY SURVEYOR MAP NO. 800-N. DESERT WATER AGENCY, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS, PER INST. NO. 1999-427786, REC. 9/24/99, D.R.



SHEET 3 OF 6 SHEETS

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 32233-3
BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE
NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.
JANUARY - 2005
MSA CONSULTING, INC.



CURVE DATA

NO.	DELTA	RADIUS	LENGTH
1	243°14'	328.00'	141.14'
2	116.00'	4000.00'	116.00'
3	0°17'25"	40200.00'	129.85'

LINE DATA

NO.	BEARING	LENGTH
L1	N 00°23'57" W	50.00
L2	N 00°23'57" W	127.86'
L3	N 00°23'57" W	127.86'
L4	N 00°23'57" W	127.86'
L5	N 00°23'57" W	127.86'
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L82	N 00°23'57" W	127.86'
L83	N 00°23'57" W	127.86'
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L85	N 00°23'57" W	127.86'
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L88	N 00°23'57" W	127.86'
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L93	N 00°23'57" W	127.86'
L94	N 00°23'57" W	127.86'
L95	N 00°23'57" W	127.86'
L96	N 00°23'57" W	127.86'
L97	N 00°23'57" W	127.86'
L98	N 00°23'57" W	127.86'
L99	N 00°23'57" W	127.86'
L100	N 00°23'57" W	127.86'

MONUMENT NOTES

- [1] PD 1 1/2" LP W/TAG "W" CO. SURV., DN. 2.0' IN CONC., PER R.S. 95/43-48 & P.M.B. 183/35-37, ACCEPTED AS THE SE COR. SEC. 7
- [2] PD 1" IP W/TAG L.S. 4148, FLUSH, PER P.M.B. 183/35-37, ACCEPTED AS THE E 1/4 COR. OF SEC. 7
- [3] PD 3/4" LP W/TAG "R.C.F.C. & W.C.D.", FLUSH, PER R.S. 95/43-48, ACCEPTED AS THE RT. OF THE SW LINE OF THE RW. CO. FLOOD CONTROL R/W & THE ELY. LINE OF THE SE 1/4 SEC. 7
- [4] PD 1" IP W/TAG L.S. 4148, FLUSH, PER P.M.B. 183/35-37 & R.S. 95/43-48, ACCEPTED AS THE E 1/4 COR. SEC. 7
- [5] PD 2X2 W/TAG "W" CO. SURV., DN. 0.5', PER R.S. 67/95-86 & P.M.B. 183/35-37, ACCEPTED AS THE N 1/4 COR. SEC. 7
- [6] PD 1 1/2" LP W/TAG "W" CO. SURV., DN. 0.5' IN MON. WELL, PER R.S. 67/95-86 & P.M.B. 183/35-37, ACCEPTED AS THE NE COR. SEC. 7

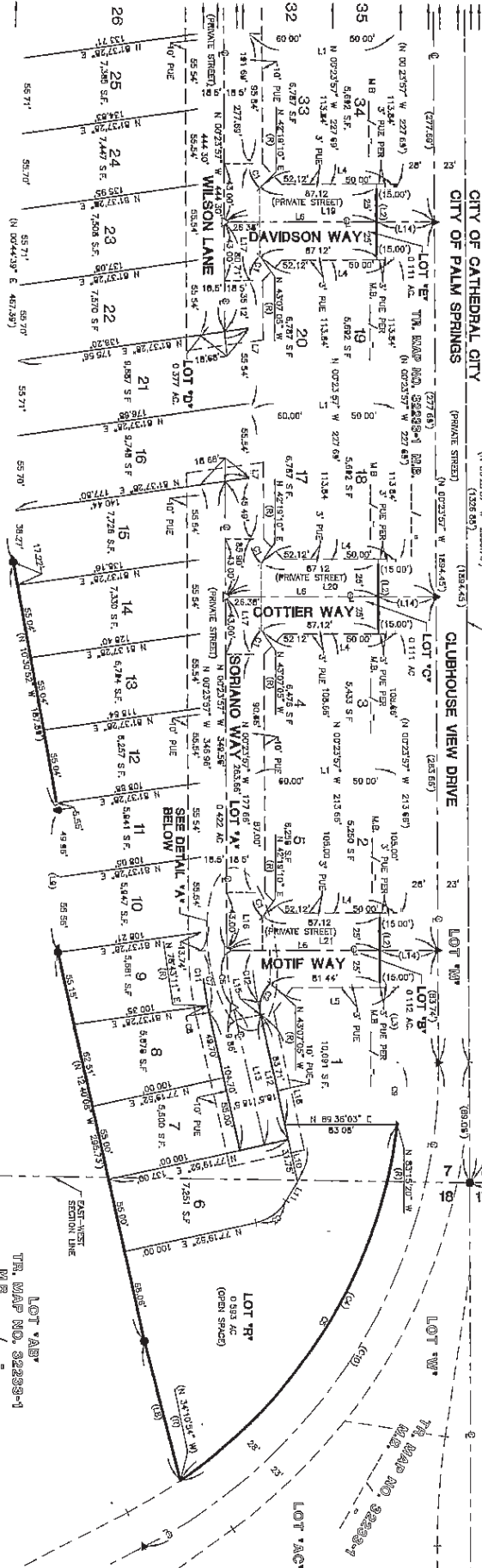
SEE SHEET 2 FOR ENGINEER'S NOTES
EASEMENT NOTES VICINITY MAP
SEE SHEETS 4 THROUGH 6 FOR
DETAILED LOT DIMENSIONS.

INDICATES SHEET NUMBER



0005

SEE SHEET 5



CITY OF CATHEDRAL CITY
CITY OF PALM SPRINGS

(N 072357° W 283.75')

CLUBHOUSE VIEW DRIVE

SAN JOAQUIN DRIVE

LINE DATA

NO	BEARING	LENGTH
L1	N 82°35'03" E	110.00'
L2	N 82°35'03" E	110.00'
L3	N 072357° W	58.74'
L4	N 82°35'03" E	102.12'
L5	N 82°35'03" E	113.60'
L6	N 82°35'03" E	113.60'
L7	N 072357° W	85.84'
L8	N 82°35'03" E	105.95'
L9	N 82°35'03" E	42.85'
L10	N 12°40'03" W	42.85'
L11	N 072357° W	162.75'
L12	N 072357° W	114.40'
L13	N 82°35'03" E	43.60'
L14	N 82°35'03" E	19.85'
L15	N 82°35'03" E	19.85'
L16	N 82°35'03" E	19.85'
L17	N 12°40'03" W	172.65'
L18	N 82°35'03" E	114.40'
L19	N 82°35'03" E	114.40'
L20	N 82°35'03" E	114.40'
L21	N 82°35'03" E	158.50'

CURVE DATA

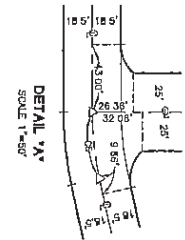
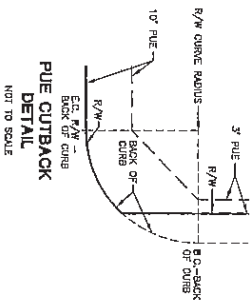
NO	DATA	RADIUS	LENGTH
C1	47°16'52"	24.50'	30.22'
C2	47°16'52"	24.50'	30.22'
C3	46°58'24"	35.00'	28.56'
C4	56°13'03"	372.00'	366.00'
C5	157°19'11"	320.00'	313.84'
C6	127°18'11"	218.80'	46.73'
C7	127°18'11"	218.80'	46.73'
C8	07°23'13"	218.80'	5.30'
C9	07°23'13"	218.80'	44.17'
C10	52°18'28"	400.00'	44.17'
C11	105°25'51"	218.50'	41.43'
C12	127°18'11"	181.50'	38.67'

IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 32233-3
BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE
NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.
JANUARY - 2005
MSA CONSULTING, INC.

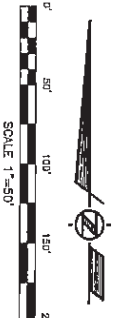
SHEET 4 OF 6 SHEETS

00006

LOT 'AB'
TR. MAP NO. 32233-1
M.S.

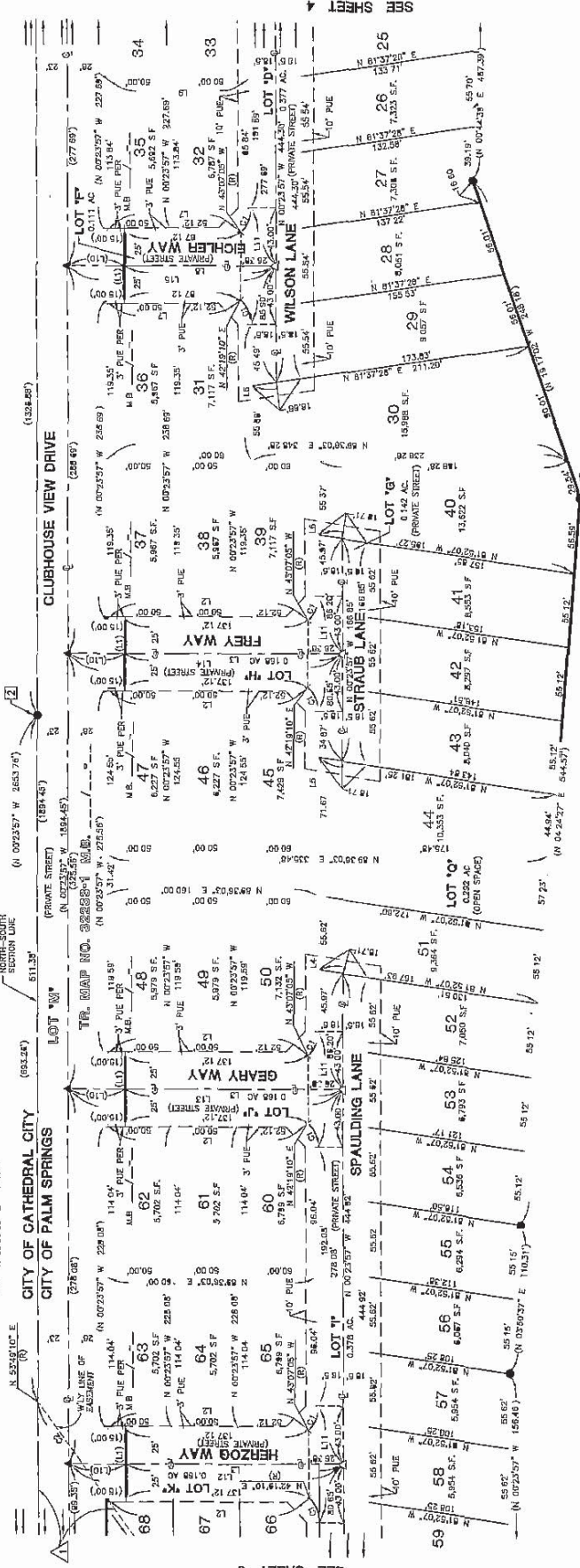


SEE SHEET 2 FOR ENGINEER'S NOTES,
EASEMENT NOTES AND VICINITY MAP.
SEE SHEET 3 FOR MONUMENT NOTES
AND BOUNDARY DIMENSIONS.



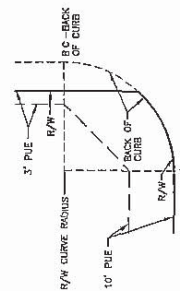
SHEET 5 OF 6 SHEETS
IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT MAP NO. 32233-3
BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE
NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.
MSA CONSULTING, INC. JANUARY - 2005

LINE DATA			
NO.	BEARING	LENGTH	CURVE DATA
1	N 85°35'00" E	50.00	DELTA 137°
2	N 85°35'00" E	152.12	DELTA 137°
3	N 85°35'00" E	163.50	DELTA 137°
4	N 85°35'00" E	168.55	DELTA 137°
5	N 85°35'00" E	100.35	DELTA 137°
6	N 85°35'00" E	113.86	DELTA 137°
7	N 85°35'00" E	110.00	DELTA 137°
8	N 85°35'00" E	43.00	DELTA 137°
9	N 85°35'00" E	208.50	DELTA 137°
10	N 85°35'00" E	158.50	DELTA 137°

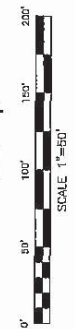


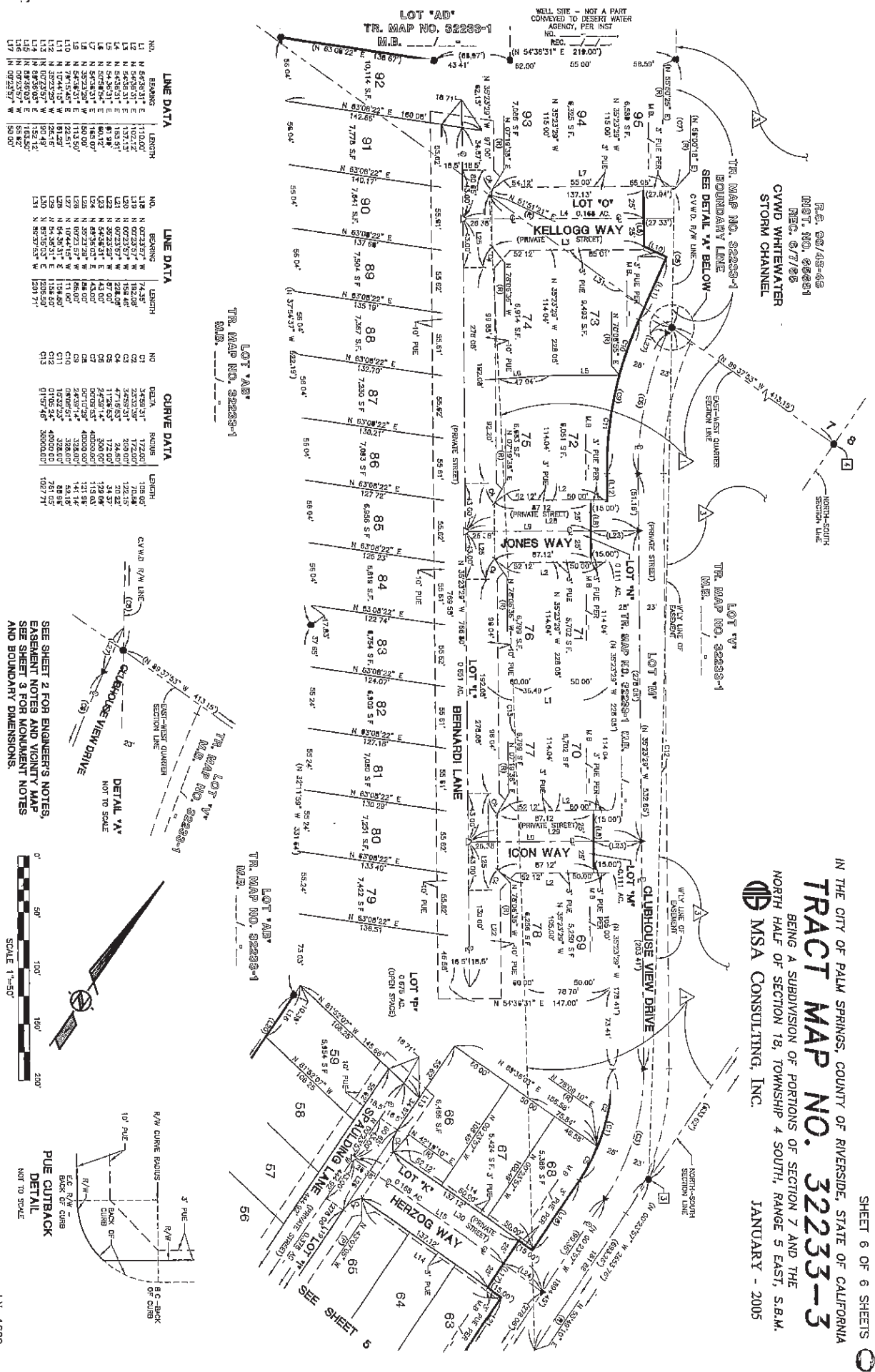
LOT 58
TR. MAP NO. 32233-1
M.S.

LOT 58
TR. MAP NO. 32233-1
M.S.



SEE SHEET 2 FOR ENGINEER'S NOTES,
EASEMENT NOTES AND VICINITY MAP
SEE SHEET 3 FOR MONUMENT NOTES
AND BOUNDARY DIMENSIONS.





IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
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BEING A SUBDIVISION OF PORTIONS OF SECTION 7 AND THE NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M.
JANUARY - 2005