



864B

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
September 1, 2009

**SUBJECT:** South Norco Channel  
Project No. 1-0-00150  
License Agreement for pedestrian Bridge

**RECOMMENDED MOTION:**

Approve the License Agreement between the District and the Corona Norco Unified School District (School District); and authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

School District wishes to construct, operate and maintain a pedestrian bridge spanning District's South Norco Channel. The bridge will not conflict with the Channel's primary function. The School District will

(Continued on Page 2)

KEC:blj

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

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

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

APPROVE

BY: Michael R. Shetter  
Michael R. Shetter

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE

- Consent
- Policy
- Consent
- Policy

Dept Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: | District: 2nd | Agenda Number: **11.4**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBJECT:** South Norco Channel  
Project No. 1-0-00150  
License Agreement for pedestrian Bridge

**SUBMITTAL DATE:** July 14, 2009  
**Page 2**

**BACKGROUND (continued):**

provide District an additional easement which will assure sufficient passage on the access road for the District to continue operation and maintenance of South Norco Channel.

County Counsel has approved the Agreement as to legal form and the School District has executed the agreement.

KEC:blj

LICENSE AGREEMENT

South Norco Channel, Project 2-0-00150  
Encroachment Permit 3226

The RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the CORONA-NORCO UNIFIED SCHOOL DISTRICT, hereinafter called "SCHOOL DISTRICT", hereby agree as follows:

RECITALS

A. DISTRICT operates and maintains interim South Norco Channel (Project No. 2-0-00150), hereinafter called "CHANNEL", principally located in western Riverside County; and

B. CHANNEL is located within an easement identified as District Parcel Number 2150-4, hereinafter called "CHANNEL EASEMENT" as shown in concept plan hatched in red on Exhibit "A" attached hereto and made a part hereof. CHANNEL EASEMENT constitutes a reach of CHANNEL; and

C. CHANNEL is an essential and integral part of DISTRICT'S regional system of stormwater management infrastructure that provides critical flood control and drainage to the area; and

D. SCHOOL DISTRICT desires to construct, operate and maintain a certain pedestrian bridge and ancillary structures spanning CHANNEL EASEMENT, hereinafter called "BRIDGE" as shown in concept outlined in green on Exhibit "A"; and

E. SCHOOL DISTRICT will act as the sole Lead Agency pursuant to the California Environmental Quality Act (CEQA). As such, SCHOOL DISTRICT will have the corresponding responsibility to fulfill the obligations of a CEQA Lead Agency with respect to the BRIDGE; and

1 F. CHANNEL'S principal function is flood control. Construction within  
2 CHANNEL EASEMENT will not unreasonably interfere with CHANNEL'S principal function  
3 or DISTRICT'S ability to operate and maintain CHANNEL; and

4 G. Subject to the provisions of this License Agreement, DISTRICT is willing  
5 to (i) allow SCHOOL DISTRICT to construct, operate and maintain BRIDGE within  
6 CHANNEL EASEMENT, and (ii) allow the public to utilize BRIDGE for public conveyance;  
7 and

8 H. Subject to the provisions of this License Agreement, SCHOOL DISTRICT  
9 is willing to (i) construct, operate and maintain BRIDGE, and (ii) allow the public to utilize the  
10 BRIDGE for public conveyance; and

11 I. It is in the public interest to proceed with this License Agreement.

12 NOW, THEREFORE, the parties hereto mutually agree as follows:

13 SECTION I

14 SCHOOL DISTRICT shall:

- 15 1. Prepare plans and specifications for BRIDGE in accordance with  
16 SCHOOL DISTRICT standards.
- 17 2. Submit BRIDGE improvement plans and specifications to DISTRICT.
- 18 3. Not permit any change to or modification of plans and specifications for  
19 BRIDGE without the prior written permission and consent of DISTRICT.
- 20 4. Prior to constructing BRIDGE or performing any physical modifications  
21 within CHANNEL EASEMENT, obtain an encroachment permit from DISTRICT, pursuant to  
22 its rules and regulations.
- 23 5. Construct BRIDGE or cause BRIDGE to be constructed, and pay for  
24 construction, construction inspection, and any other costs of BRIDGE construction.  
25  
26  
27  
28

1 6. Not install any improvements and/or equipment or allow use of  
2 CHANNEL EASEMENT in a manner which, in the opinion of the General Manager-Chief  
3 Engineer of the District, would be detrimental to the operation of CHANNEL. SCHOOL  
4 DISTRICT shall, upon written request of the General Manager-Chief Engineer of the District,  
5 immediately remove said improvements and/or equipment or cease said use.

6 7. With regard to BRIDGE and/or equipment situated within CHANNEL  
7 EASEMENT, SCHOOL DISTRICT hereby waives any claim against DISTRICT for damages  
8 resulting from DISTRICT'S customary use of CHANNEL EASEMENT for operation and  
9 maintenance of CHANNEL or its appurtenant works.  
10

11 8. Subsequent to BRIDGE completion, convey, or cause to be conveyed to  
12 DISTRICT, an additional easement, including ingress and egress, in a form approved by  
13 DISTRICT, to the rights of way as shown in concept cross-hatched in blue on Exhibit "B"  
14 attached hereto and made a part hereof. This additional easement shall hereinafter be called  
15 "ACCESS ROAD EASMENT".  
16

17 9. At the time of recordation of the ACCESS ROAD EASMENT  
18 document(s) as set forth in Section I.8., furnish DISTRICT with policies of title insurance, each  
19 in the amount of not less than fifty percent (50%) of the estimated fee value, as determined by  
20 DISTRICT, for each easement to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest  
21 in said properties as being free and clear of all liens, encumbrances, assessments, easements,  
22 taxes and leases (recorded or unrecorded), except those which, in the sole discretion of  
23 DISTRICT, are acceptable.  
24

25 10. Subsequent to BRIDGE construction and within ACCESS ROAD  
26 EASEMENT, (i) assume sole responsibility for the operation and maintenance of BRIDGE,  
27 including but not limited to, performing all necessary repairs and the routine removal of trash  
28

1 and debris associated with public use of BRIDGE and ACCESS ROAD EASEMENT, and (ii)  
2 assume all liability associated with the public use of BRIDGE and ACCESS ROAD  
3 EASEMENT including claims of third persons for injury or death or damage to property. Said  
4 obligation shall not include any inverse condemnation liability of DISTRICT by reason of the  
5 location of CHANNEL or DISTRICT'S improvements thereto unless such liability is the result  
6 of SCHOOL DISTRICT'S operations or use of the property by the public pursuant to SCHOOL  
7 DISTRICT'S actual or tacit consent.

8  
9 11. Subsequent to BRIDGE construction and within ACCESS ROAD  
10 EASEMENT, ensure the safety of the public who may utilize BRIDGE by conducting periodic  
11 safety inspections and promptly making such repairs as are necessary to safeguard the public  
12 and its use thereof.

13 12. In its use of BRIDGE and ACCESS ROAD EASEMENT under the rights  
14 granted herein, SCHOOL DISTRICT agrees to promptly repair any damage to DISTRICT'S  
15 CHANNEL improvements or ACCESS ROAD EASEMENT unless such damage is caused by  
16 flooding, or is the result of DISTRICT'S customary operation, maintenance or improvements to  
17 its facilities located therein.

18  
19 13. If in the opinion of the General Manager-Chief Engineer of the District,  
20 the public's use of BRIDGE and ACCESS ROAD EASEMENT may cause or contribute to a  
21 public hazard, a public nuisance, degradation of water quality or any other matter of substantial  
22 concern to DISTRICT, DISTRICT reserves the right to require remediation and, if remediation  
23 is unsuccessful, to terminate this License Agreement.

24  
25 14. Subsequent to BRIDGE construction and within ACCESS ROAD  
26 EASEMENT or otherwise associated with this License Agreement, indemnify and hold  
27 DISTRICT, its officers, agents, employees and independent contractors free and harmless from  
28

1 any liability whatsoever, based or asserted upon any act or omission of SCHOOL DISTRICT,  
2 its officers, agents, employees, subcontractors, independent contractors, guests and invitees for  
3 property damage, bodily injury or death (SCHOOL DISTRICT employees included) or any  
4 other element of damage of any kind or nature, related to or in any manner connected with or  
5 arising from SCHOOL DISTRICT'S use and responsibilities in connection therewith of  
6 BRIDGE and ACCESS ROAD EASEMENT or the condition thereof, and SCHOOL  
7 DISTRICT shall defend, at its expense, including attorneys' fees, DISTRICT, its Board of  
8 Supervisors, officers, agents, employees and independent contractors, in any legal action based  
9 upon such alleged acts or omissions.  
10

## 11 SECTION II

12 DISTRICT shall:

13 1. Pursuant to CEQA, act as Responsible Agency and, as such, will have the  
14 corresponding responsibility to fulfill the obligations of a CEQA Responsible Agency with  
15 respect to PROJECT.  
16

17 2. By execution of this Agreement, grant SCHOOL DISTRICT a license to  
18 utilize BRIDGE and ACCESS ROAD EASEMENT for public conveyance purposes which are  
19 not incompatible with CHANNEL'S primary flood control purpose and which do not interfere  
20 with or impair DISTRICT'S ability to operate and maintain CHANNEL or any of its  
21 appurtenant works. Said license shall remain in effect indefinitely, unless terminated by  
22 DISTRICT, so long as SCHOOL DISTRICT'S use of BRIDGE and ACCESS ROAD  
23 EASEMENT is so limited.  
24

25 3. Give written notice to SCHOOL DISTRICT of any non-compatible use of  
26 BRIDGE and ACCESS ROAD EASEMENT that is not in conformity with the provisions of  
27 this License Agreement or which may adversely affect CHANNEL'S flood control function  
28

1 and grant SCHOOL DISTRICT thirty (30) days from and after such notice to correct any such  
2 nonconforming use.

3 4. Continue to maintain CHANNEL'S structural integrity, including but not  
4 limited to lines and grades, inlets, fencing, ramps and access roads to such an extent that  
5 CHANNEL continues to function as a flood control facility at its design level.

6 5. Assume no responsibility, obligation or liability whatsoever, for the  
7 operation and maintenance of SCHOOL DISTRICT'S constructed BRIDGE improvements.

8 6. By execution of this Agreement, grant SCHOOL DISTRICT and its  
9 contractor(s) all rights necessary to construct BRIDGE.

10 7. Review BRIDGE plans and specifications prepared by SCHOOL  
11 DISTRICT for BRIDGE prior to the start of BRIDGE construction.

12 8. Observe and make periodic inspections of BRIDGE construction to assure  
13 general compliance with the approved BRIDGE plans.  
14

15 SECTION III

16 It is further mutually agreed:

17 1. All construction work associated with BRIDGE shall be inspected by  
18 SCHOOL DISTRICT and shall not be deemed complete until approved and accepted as  
19 complete by SCHOOL DISTRICT.  
20

21 2. DISTRICT personnel may observe and inspect all work being done on  
22 BRIDGE. It is further mutually agreed by the parties hereto that any quality control comments  
23 shall be provided to SCHOOL DISTRICT personnel who, as the BRIDGE construction contract  
24 administrator, shall be solely responsible for all official communications with its construction  
25 contractor(s).  
26  
27  
28

1           3.    Either party, as to any claim or liability arising out of any act or omission  
2 with reference to any work to be performed by or authority delegated to such party as a result of  
3 this Agreement, shall save, defend, indemnify and hold harmless the other party, their respective  
4 officers and employees from all liability for death or injury to person or damage to property or  
5 claim therefor.

6           4.    DISTRICT reserves the right to terminate this License Agreement, if for  
7 any reason whatsoever, DISTRICT determines that SCHOOL DISTRICT'S use of BRIDGE and  
8 ACCESS ROAD EASEMENT is not compatible with CHANNEL'S primary purpose.

9           5.    Any waiver by DISTRICT or by SCHOOL DISTRICT of any breach of  
10 any one or more of the terms of this Agreement shall not be construed to be a waiver of any  
11 subsequent or other breach of the same or of any other term hereof. Failure on the part of  
12 DISTRICT or SCHOOL DISTRICT to require exact, full and complete compliance with any  
13 terms of this Agreement shall not be construed as in any manner changing the terms hereof, or  
14 estopping DISTRICT or SCHOOL DISTRICT from enforcement hereof.

15           6.    If any provision in this Agreement is held by a court of competent  
16 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless  
17 continue in full force without being impaired or invalidated in any way.

18           7.    This Agreement is to be construed in accordance with the laws of the State  
19 of California.

20           8.    Any and all notices sent or required to be sent to the parties of this  
21 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

22  
23  
24 RIVERSIDE COUNTY FLOOD CONTROL  
25 AND WATER CONSERVATION DISTRICT  
26 1995 Market Street  
27 Riverside, CA 92501

CORONA-NORCO SCHOOL DISTRICT  
2820 Clark Street  
Norco, CA 92860  
Attn: Don Lussier

1           9. Any action at law or in equity brought by any of the parties hereto for the  
2 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of  
3 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
4 waive all provisions of law providing for a change of venue in such proceedings to any other  
5 county.

6           10. This Agreement is the result of negotiations between the parties hereto and  
7 the advice and assistance of their respective counsel. The fact that this Agreement was prepared  
8 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty  
9 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT  
10 prepared this Agreement in its final form.

11           11. This Agreement is intended by the parties hereto as a final expression of  
12 their understanding with respect to the subject matter hereof and as a complete and exclusive  
13 statement of the terms and conditions thereof and supersedes any and all prior and  
14 contemporaneous agreements and understandings, oral or written, in connection therewith. This  
15 Agreement may be changed or modified only upon the written consent of the parties hereto.  
16

17 //


18 //

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**


By  By \_\_\_\_\_  
WARREN D. WILLIAMS MARION ASHLEY, Chairman  
General Manager-Chief Engineer Board of Supervisors, Riverside County  
Flood Control and Water Conservation  
District

APPROVED AS TO FORM

ATTEST:

PAMELA J. WALLS  
County Counsel

**KECIA HARPER-IHEM**  
Clerk of the Board

By   
NEAL R. KIPNIS  
Deputy County Counsel

By \_\_\_\_\_  
Deputy


(SEAL)

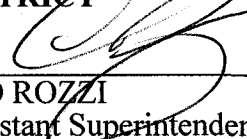
License Agreement – South Norco Channel License Agreement  
7/14/09  
KEC:blj

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

APPROVED AS TO FORM:

**CORONA-NORCO UNIFIED SCHOOL DISTRICT**

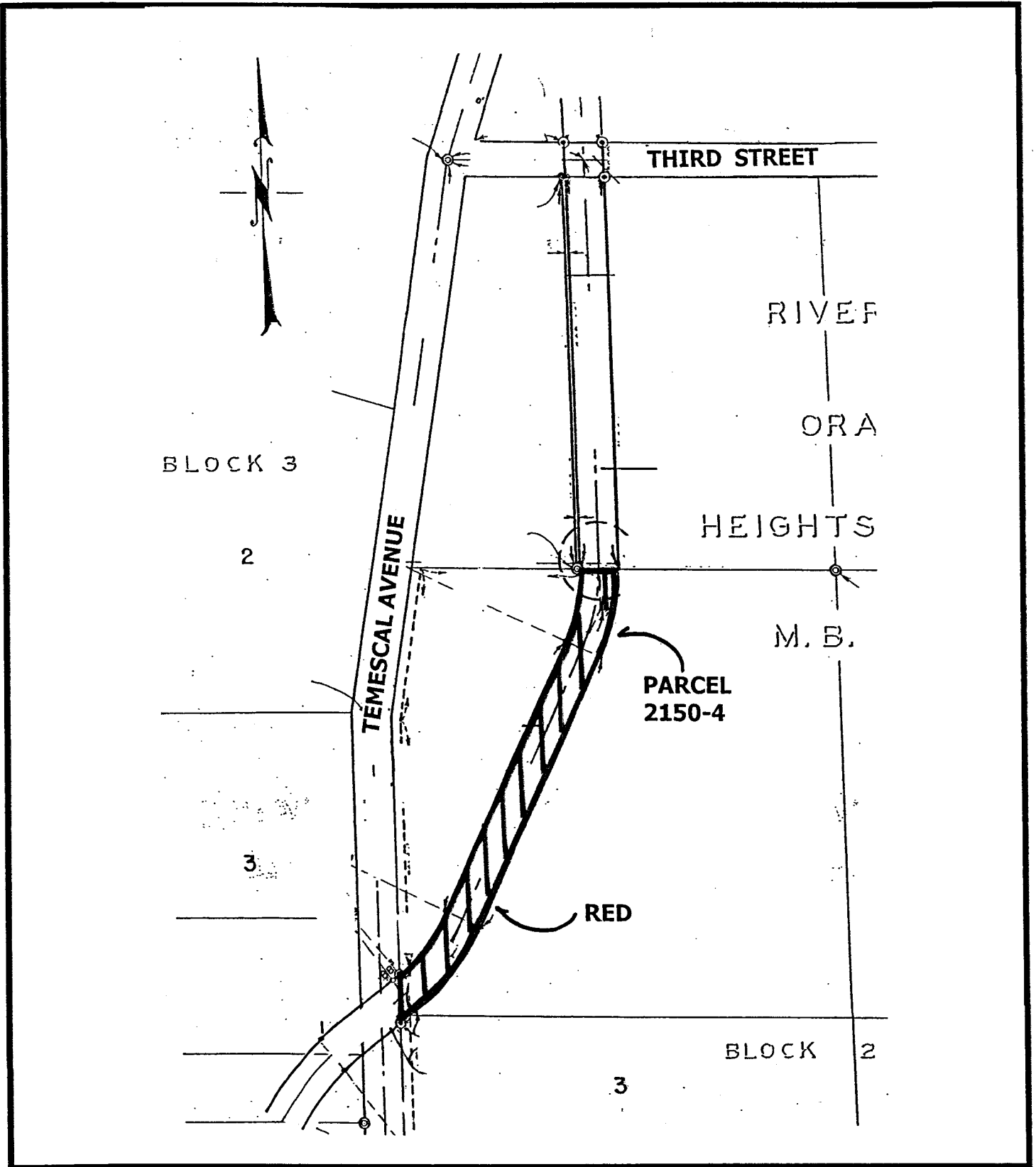
By   
DOUGLAS N. YEOMAN of  
Parker and Covert, School District Counsel

By   
TED ROZZI  
Assistant Superintendent, Facilities Division

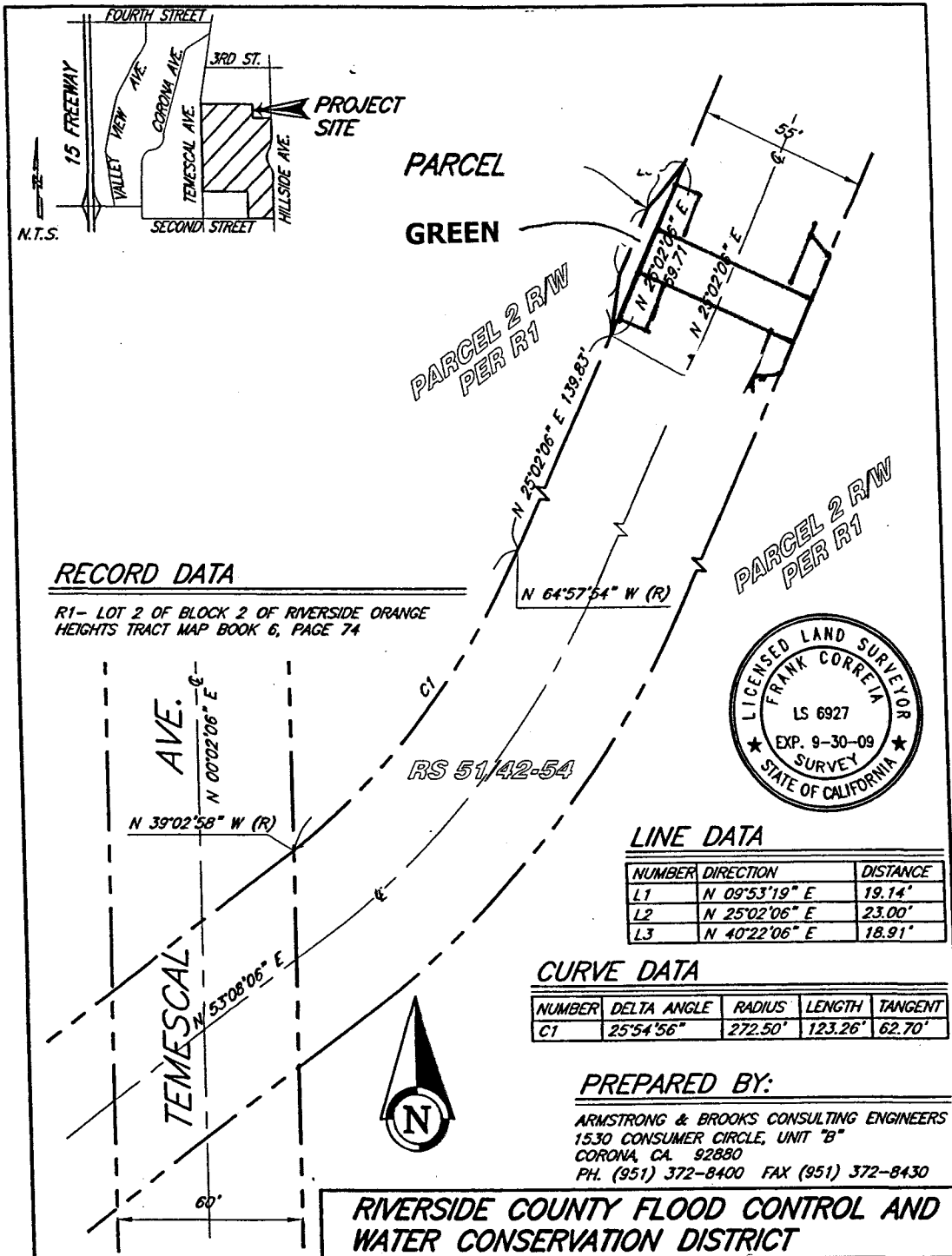
(ATTEST)

License Agreement – South Norco Channel License Agreement  
7/14/09  
KEC:blj

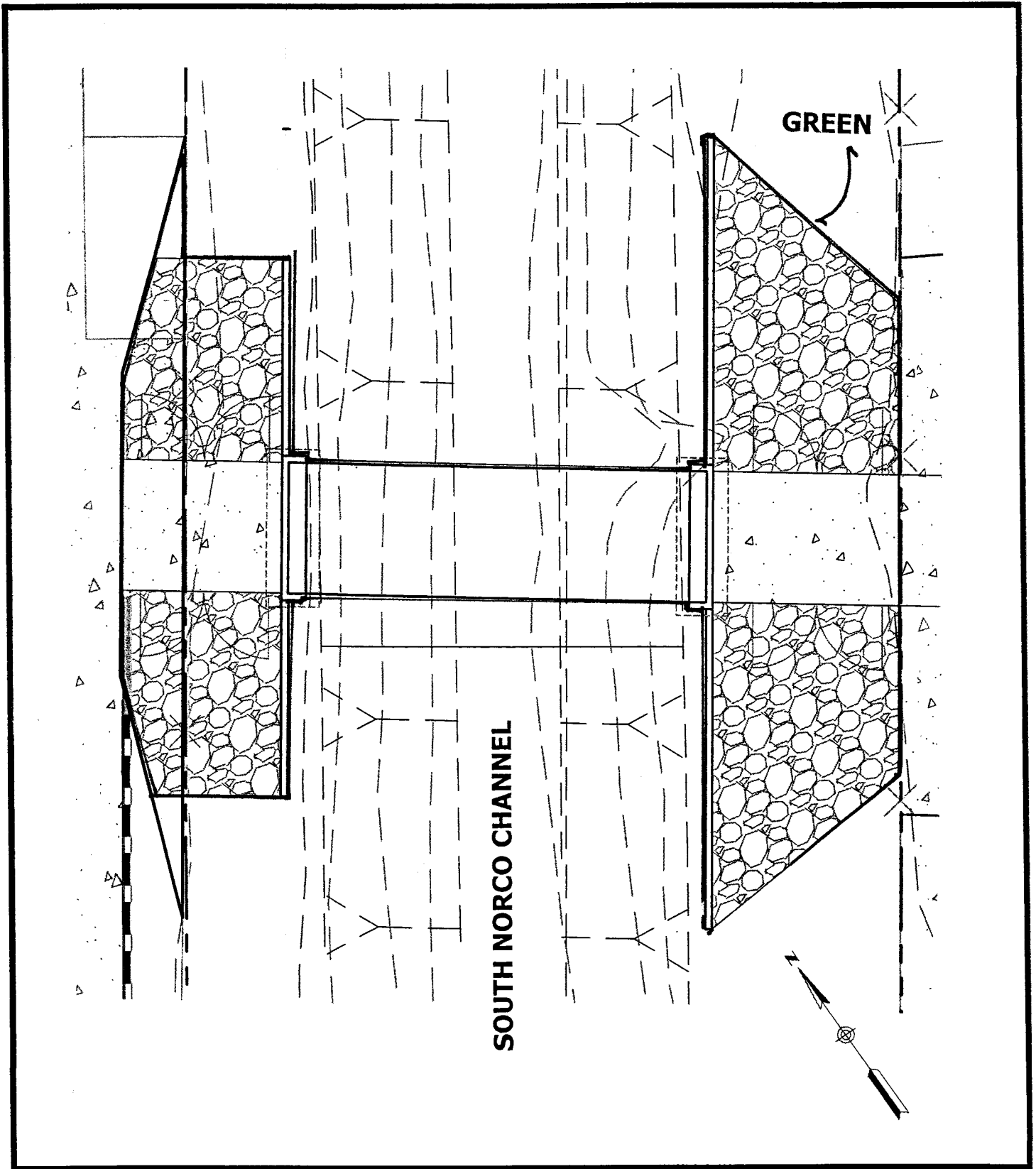
Exhibit A



# Exhibit A



**Exhibit A**



**Exhibit B**

