



**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
13.2
(ID # 6740)

MEETING DATE:
Tuesday, April 10, 2018

FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK & OPEN SPACE DISTRICT: Approval of the License Agreement between the Riverside County Regional Park and Open-Space District and the City of Moreno Valley for the permanent lighting of the "M" monument; CEQA Exempt; District 1; \$0

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 – Existing Facilities; and
2. Approve the License Agreement between the City of Moreno Valley (City) and the Riverside County Regional Park and Open-Space District (District) and authorize the Chairman of the Board of Directors to execute the Agreement on behalf of the District.

ACTION: Policy

Scott Bangle, Director, General Manager / Park Director 3/29/2018

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
 Nays: None
 Absent: None
 Date: April 10, 2018
 xc: Parks

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	17/18

BACKGROUND:

Summary

The "M" monument which is located partially on District owned property in the Box Springs Mountain Reserve has traditionally been lit for the holiday season by community service groups from the City of Moreno Valley (City). Starting in 2017, the City has taken on this task of installing the lighting system to illuminate the "M". The City has requested the approval of the District to install a permanent system so that they have the ability to light the "M" year round, changing the color and effect for different holidays and events.

District staff have reviewed the proposal from the City and recommend approval of the License Agreement. The City retains responsibility for compliance with all applicable building, zoning, CEQA, and any other relevant codes or laws.

The License Agreement has been reviewed and approved as to form by County Counsel.

IMPACT ON CITIZENS AND BUSINESSES

System installation will have no impact on the citizens' ability to utilize the trails for the Box Springs Reserve which the District manages. The City is funding all electricity, installation and approval process costs and there will be no cost to the District. Seasonal lighting of the "M" has been a long standing tradition for the City and its residents appreciate the recognition it provides.

ATTACHMENTS

License Agreement with City of Moreno Valley


Renini Basika, Principal Management Analyst 4/2/2018


Gregory V. Priamos, Director County Counsel 3/29/2018

Property Name: Box Springs Mtn.
APN: 264-020-001 & 256-030-006
Address: _____

1 Riverside County Regional Park and Open-Space District, ("Licensor"), and
2 City of Moreno Valley, ("Licensee")
3

4 LICENSE AGREEMENT

5
6 This License Agreement, ("License"), is made and entered into this ___day _____, 20___,
7 between the County of Riverside, California, Regional Park and Open-Space District , a special district,
8 ("Licensor") and City of Moreno Valley, A General Law city, ("Licensee"). Licensor and Licensee are
9 sometimes collectively referred to as "Parties".

10 RECITALS

11 A. Licensor is the owner of certain real property known as: (APN: 264-020-001 and 256-030-
12 006), and legally described in Exhibit "A" attached hereto and incorporated herein by reference ("Property")
13 and has the right to grant to Licensee permission to enter upon and use the Property.

14 B. Licensee desires to obtain Licensor's permission to enter upon and use the Property for the
15 purpose of erecting and maintaining lighting equipment (hereinafter referred to as the "Subject Facilities")
16 on County's land for the purpose of illuminating the portion of a hillside that is painted with the letter 'M'.

17 C. Licensor desires to accommodate Licensee's request for permission to enter upon Licensor's
18 Property for the purpose identified in Section B above with entry limits and scope of which are shown on
19 Exhibit "B" attached hereto and incorporated by reference.

20 NOW, THEREFORE, Licensor and Licensee do hereby agree as follows:

21 AGREEMENT

22 1. Right of Entry. Licensor hereby grants to Licensee and its agents, employees and contractors
23 the right to enter onto the Property for the purpose identified in Section B above, more particularly described
24 in Exhibit "B" attached and for no other purpose.

25 2. Term. The term of this License shall commence on the date this License Agreement is
26 executed by all Parties hereto ("Effective Date") and continue for ten (10) years from the Effective Date.
27 The term may be extended for another ten (10) years by the Licensee upon renewal notice being sent to the
28 Licensor 120 days before termination of the first ten (10) year period. .

4.10.18 13.2D

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2 3. Consideration. As for and in full consideration of this License, Licensee shall
3 reimburse Licensor for all reasonable costs associated with preparing and approval process for this License
4 Agreement, including staff time, processing fees and counsel fees.

5 4. 5. Liens. Licensee shall not permit to be placed against the Property, or any
6 part thereof, any design professionals', mechanics', material man's contractors' or subcontractors' liens
7 with the regard to Licensee's actions upon the Property. Licensee agrees to hold Licensor harmless for any
8 loss or expense, including reasonable attorneys' fee, arising from any such liens which might be file against
9 the Property.

10 6. Indemnification. Except for liability, claims, losses, damages, theft, or expenses arising
11 from Licensor's negligence or willful acts, Licensee shall indemnify and hold harmless the County of
12 Riverside, California, Regional Park and Open-Space District its directors, officers, Board of Supervisors,
13 elected and appointed officials, employees, agents and representatives ("Indemnified Parties") from any
14 liability whatsoever, based or asserted upon any act or omission of Licensee, its officers, employees,
15 subcontractors, agents or representatives arising out of or in any way relating to or in any way connected
16 with the Premises or this Agreement, including but not limited to property damage, bodily injury, or death
17 or any other element of any kind or nature whatsoever. Licensee shall defend, at its sole expense, all costs
18 and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards,
19 the Indemnified Parties in any claim or action based upon such alleged acts or omissions.

20 With respect to any action or claim subject to indemnification herein by Licensee, Licensee shall,
21 at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle,
22 or compromise any such action or claim without the prior consent of Indemnified Parties; provided,
23 however, that any such adjustment, settlement or compromise in no manner whatsoever limits or
24 circumscribes Licensee's indemnification to Indemnified Parties as set forth herein. Licensee's obligation
25 hereunder shall be satisfied when Licensee has provided to Indemnified Parties the appropriate form of
26 dismissal relieving Indemnified Parties from any liability for the action or claim involved. The specified
27 insurance limits required in this Agreement shall in no way limit or circumscribe Licensee's obligations to
28 indemnify and hold harmless the Indemnified Parties herein from third party claims.

1 7. Insurance. As a condition to this License Agreement, without limiting or diminishing
2 the Licensee's obligation to indemnify or hold the Indemnified Parties harmless, Licensee shall procure and
3 maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages or
4 equivalent program of self-insurance, during the term of this Agreement:

5 A. Workers' Compensation. If the Licensee has employees as defined by the State of
6 California, the Licensee shall maintain statutory Workers' Compensation Insurance (Coverage A) as
7 prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B)
8 including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy
9 shall be endorsed to waive subrogation in favor of the Licensor.

10 B. Commercial General Liability. Commercial General Liability insurance coverage,
11 including but not limited to, premises liability, contractual liability, products and completed operations
12 liability, personal and advertising injury covering claims which may arise from or out of Licensee's
13 performance of its obligations hereunder. Policy shall name the Licensor, their respective directors, officers,
14 Board of Directors, employees, elected or appointed officials, agents or representatives as Additional
15 Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit.
16 If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less
17 than two (2) times the occurrence limit.

18 C. Vehicle Liability. If Licensee's vehicles or mobile equipment are used in the
19 performance of the obligations under this Agreement, then Licensee shall maintain liability insurance for
20 all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence
21 combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
22 agreement or be no less than two (2) times the occurrence limit. Policy shall name the Licensor, their
23 respective directors, officers, Board of Directors, employees, elected or appointed officials, agents or
24 representatives as Additional Insureds.

25 D. General Insurance Provisions - All lines

26 1) Any insurance carrier providing insurance coverage hereunder shall be
27 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such
28 requirements are waived, in writing, by the Licensor Risk Manager. If the Licensor's Risk Manager waives

1 a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
2 policy term.

3 2) The Licensee's insurance carrier(s) must declare its insurance deductibles or
4 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such
5 deductibles and/or retentions shall have the prior written consent of the Licensor's Risk Manager before the
6 commencement of operations under this Agreement. Upon notification of deductibles or self-insured
7 retention's unacceptable to the Licensor, and at the election of the Licensor's Risk Manager, Licensee's
8 carriers shall either; i) reduce or eliminate such deductibles or self-insured retention's as respects this
9 Agreement with the Licensor, or ii) procure a bond which guarantees payment of losses and related
10 investigations, claims administration, and defense costs and expenses.

11 3) Licensee shall cause Licensee's insurance carrier(s) to furnish the Licensor
12 with either i) a properly executed original Certificate(s) of Insurance and certified original copies of
13 Endorsements effecting coverage as required herein, or ii) if requested to do so orally or in writing by the
14 Licensor's Risk Manager, provide original Certified copies of policies including all Endorsements and all
15 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and
16 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice
17 shall be given to the Licensor prior to any material modification, cancellation, expiration or reduction in
18 coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction
19 in coverage, this Agreement shall terminate forthwith, unless the Licensor receives, prior to such effective
20 date, another properly executed original Certificate of Insurance and original copies of endorsements or
21 certified original policies, including all endorsements and attachments thereto evidencing coverage's set
22 forth herein and the insurance required herein is in full force and effect.

23 4) It is understood and agreed to by the parties hereto and the insurance
24 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as
25 primary insurance, and the Licensor's insurance and/or deductibles and/or self-insured retention's or self-
26 insured programs shall not be construed as contributory.

27 5) The Licensor's Reserved Rights--Insurance. If, during the term of this
28 Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material

1 change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or
2 watercraft) the Licensor reserves the right to adjust the types of insurance required under this Agreement
3 and the monetary limits of liability for the insurance coverage's currently required herein, if; in the
4 Licensor's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Licensee
5 has become inadequate.

6 6) Licensee shall pass down the insurance obligations contained herein to all
7 tiers of subcontractors working under this Agreement.

8 7) The insurance requirements contained in this Agreement may be met with a
9 program(s) of self-insurance acceptable to the Licensor.

10 8. Compliance with Laws. Licensee shall, in all activities undertaken pursuant to this
11 License, comply and cause its contractors, agents, and employees to comply with all federal, state, and local
12 laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the
13 generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits which
14 may be required by any law, regulation or ordinance for any activities Licensee desires to conduct or have
15 conducted pursuant to this License.

16 9. Inspection. Licensor and its representatives, employees, agents or independent
17 contractors may enter and inspect the Property or any portion thereof or any improvements thereon at any
18 time and from time to time at reasonable times to verify Licensee's compliance with the terms and
19 conditions of this License, so long as the entry and inspection does not interfere with the Licensee's
20 activities under this License Agreement..

21 10. Not Real Property Interest. It is expressly understood that this License is not exclusive
22 and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real
23 property interest in the Property to Licensee.

24 11. Subordination. This License is subordinate to all prior and future rights of Licensor in the
25 Property and the use of the Property for the purposes in which it was acquired.

26 12. Protection and Restoration of the Property. Licensee shall protect the Property, including
27 all improvements and the natural resources thereon, at all times at Licensee's sole cost and expense, and
28 Licensee shall strictly adhere to the following restrictions:

1 A. Licensee may not place or dump garbage, trash or refuse anywhere upon or within
2 the Property, except for self-contained trash receptacles that are maintained to Licensor's satisfaction by
3 Licensee; and

4 B. Licensee may not commit or create, or suffer to be committed or created, any waste,
5 hazardous condition and/or nuisance to occur upon the Property; and

6 C. Licensee may not cut, prune or remove any native trees or brush upon the Property,
7 except for the elimination of safety hazards without first obtaining written permission by the Licensor; and

8 D. Licensee may not disturb, move or remove any rocks or boulders upon the Property
9 except for the elimination of safety hazards without first obtaining written permission by the Licensor; and

10 E. Licensee must exercise due diligence in the protection of the Property against
11 damage or destruction by fire, or other cause related to the Licensee's activities under this License
12 Agreement.

13 F. Upon the termination or revocation of this License, but before its relinquishment to
14 Licensor, Licensee shall, at its own cost and expense, remove any debris generated by its use and Property
15 shall be left in a neat condition. Licensee agrees not to damage Property in the process of performing the
16 permitted activities.

17 13. Public safety. Licensee shall, or cause its contractors or subcontractors, to take any and all
18 reasonable steps to protect the public from harm due to the work.

19 14. Entire agreement. This License Agreement is the result of negotiations between the
20 Parties hereto. The Parties further declare and represent that no inducement, promise or agreement not
21 herein expressed has been made to them and this License contains the entire agreement of the Parties, and
22 that the terms of this agreement are contractual and not a mere recital. Any ambiguity in the Agreement or
23 any of its provisions shall not be interpreted against the Party drafting the agreement.

24 15. Warranty of Authority. The undersigned represents that it has the authority to, and does, bind
25 the person or entity on whose behalf and for whom it is signing this License and the attendant documents
26 provided for herein, and this agreement and said additional documents are, accordingly, binding on said
27 person or entity.
28

1 16. Assignment. This License shall not, nor shall any interest herein be assigned, mortgaged,
2 hypothecated, or transferred by Licensee, whether voluntary or involuntary or by operation of law, nor shall
3 Licensee let or sublet or grant any license of permit with respect to the use and occupancy of the Property
4 or any portion thereof.

5 17. Choice of Law. This License will be governed and construed by the laws of the State of
6 California.

7 18. Modification. The agreement shall not be changed, modified, or amended except upon the
8 written consent of the Parties hereto.

9 IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date as indicated
10 below.

11
12 Dated: _____

13
14 RECOMMENDED FOR APPROVAL:

15 By: _____

Licensors:
Riverside County Regional Park and Open-Space
District

16 By: Chuck Washington
17 Chairman **CHUCK WASHINGTON**
Board of Supervisors

18
19 APPROVED AS TO FORM:
20 Gregory P. Priamos
County Counsel

21 ATTEST:
22 **KECIA HARPER-JAEM**, Clerk
By: Kecia Harper-Jaem
23 DEPUTY

24 By: Synthia M. Gunzel
25 Synthia M. Gunzel
26 Deputy County Counsel

27 **APPROVED AS TO FORM**

28 DATE 04.03.18
BY Greg Priamos
CITY ATTORNEY
CITY OF MORENO VALLEY

Licensee:
City of Moreno Valley

By: Thomas M. DeSantis
Thomas M. DeSantis
City Manager