

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



ITEM  
11.2  
(ID # 10685)

**MEETING DATE:**  
Tuesday, August 27, 2019

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of License Agreement Between the Riverside County Flood Control and Water Conservation District and the Coachella Valley Association of Governments for CV Link Multi-Modal Transportation Project, Segment 2 (Tahquitz Creek Channel, Stage 1 (Project No. 6-0-00060) and Palm Canyon Wash, Stage 4 (Project No. 6-0-00040), Encroachment Permit No. 3628, and Consent to License Agreement between the Coachella Valley Association of Governments and the City of Palm Springs for use of Tahquitz Creek Channel, Stage 1, Nothing Further Required Under CEQA, District 4. [\$0]

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

1. Find that nothing further is required pursuant to the California Environmental Quality Act ("CEQA") because all potentially significant impacts have been fully analyzed in an earlier Environmental Impact Report and Mitigation Monitoring and Reporting Plan for which responsible agency findings were made by the District on November 6, 2018 (Minute Order 11.4) for the CV Link Multi-Modal Transportation Project;

**ACTION:** Policy

  
Bob Cullen, Assistant Chief Engineer 8/19/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: August 27, 2019  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

2. Approve the License Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the Coachella Valley Association of Governments, and authorize the Chairwoman of the Board to execute the same on behalf of the District;
3. Consent to the License Agreement between the Coachella Valley Association of Governments and the City of Palm Springs for use of Tahquitz Creek Channel, Stage 1, and authorize the Chairwoman of the Board to execute the same on behalf of the District;
4. Authorize the General Manager-Chief Engineer to terminate the License Agreement at his or her sole discretion in accordance with the terms and conditions in the License Agreement; and
5. Direct the Clerk of the Board to return three (3) copies of the executed License Agreement to the District.

<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> The Coachella Valley Association of Governments is funding all construction, operations, repair, and maintenance costs associated with CV Link and the public use components (100%).			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> N/A	

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

**BACKGROUND:**

**Summary**

The Coachella Valley Association of Governments ("CVAG" or "Licensee") has requested a license from the District to utilize portions of the District's rights of way to construct a part of the Coachella Valley Link Multi-Modal Transportation Project ("CV Link"), a regional multi-modal facility that will create a new alternative transportation corridor throughout the Coachella Valley. CV Link will be an approximately 40-mile transportation path for pedestrians, bicycles, golf carts, and electric-powered low-speed vehicles along portions of the District's flood control facilities on Tahquitz Creek and Palm Canyon Wash.

The attached License Agreement ("Segment 2 Agreement") sets forth the terms and conditions by which Licensee will configure, at its sole expense, the following portions of the District's rights of way as a dual use facility for CV Link Segment 2:

- (i) Tahquitz Creek Channel, Stage 1:
  - a. A certain portion of Riverside County Assessor's Parcel Number 508-161-002 located near the intersection of South Palm Canyon Drive and Sunny Dunes Road; and

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

- b. A certain portion of Riverside County Assessor's Parcel Number 508-273-002 located near the intersection of North Riverside Drive and Sunrise Way
  - (ii) Palm Canyon Wash, Stage 4 from Golf Club Drive to approximately 110 lineal feet easterly of Calle Arriba.

On November 6, 2018 (Minute Order No. 11.4), the Board of Supervisors approved a License Agreement ("Segments 1 and 3 Agreement") between the District and CVAG, whereby the District granted a license to CVAG to construct, operate, and maintain Segments 1 and 3 of CV Link along portions of the District's rights of ways for Chino Canyon Levee from State Highway 111 to North Indian Canyon Drive and Whitewater River – Right Bank Levee, Stages 1 and 2 from North Indian Canyon Drive to Date Palm Drive. Additionally, the Segments 1 and 3 Agreement set forth the terms and conditions by which CVAG will operate, repair, and maintain the Cathedral City Whitewater Bike Path ("CCWWBP") within the District's rights of way upon the termination of the previously approved license agreement between the District and the City of Cathedral City, which is currently operating and maintaining the CCWWBP. The CCWWBP, which is an early phase of Segment 3 of CV Link, is located along the District's rights of way for the Whitewater River – Right Bank Levee, Stage 2 from Vista Chino to Ramon Road.

On April 12, 2016, the Board of Supervisors (Minute Order No. 11-2) approved a License Agreement ("2016 Trail Agreement") between the District and the City of Palm Springs, whereby the District granted a license to the City of Palm Springs to construct, operate, and maintain the Coachella Valley Link Bike Path Project ("City Trail") along a portion of the District's rights of way for Tahquitz Creek Channel, Stage 1 between South Palm Canyon Drive and Calle Palo Fierro ("Licensed Premises") for public recreation purposes. A portion of CV Link Segment 2 will extend over City Trail. The City of Palm Springs will continue to own, operate, repair, and/or maintain the City Trail pursuant to the terms and conditions of said agreement. In consultation with the District, CVAG and the City of Palm Springs have entered into a separate license agreement ("2019 Sublicense"); the 2019 Sublicense allows CVAG to utilize the licensed premises for the purpose of constructing, operating, and maintaining a portion of CV Link Segment 2, subject to the terms and conditions of the 2016 Trail Agreement. The 2019 Sublicense requires the District's written approval; it is recommended that the Board of Supervisors consent to the 2019 Sublicense.

County Counsel has approved the License Agreement and Consent to License Agreement as to legal form. The Licensee has executed the License Agreement.

**Prev. Agn. Ref.:** MT#8338 11.4 of 11/06/18  
11-2 of 04/12/16

**Environmental Findings**

Pursuant to the California Environmental Quality Act ("CEQA"), CVAG has assumed the role of Lead Agency and certified a Final Environmental Impact Report for the project (SCH#

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

2013111050) on May 16, 2017. The District has more limited approvals and implementing authority over the project and thus serves only as a Responsible Agency for the project pursuant to the requirements of CEQA. The certain limited approvals involve entering into license agreements and consent to the 2019 Sublicense, which are merely actions that provide access to the District's property, and does not include any construction activities by the District.

At its meeting on November 6, 2018, the Board of Supervisors approved Resolution No. F2018-24, Considering an Environmental Impact Report (SCH#2013111050) for the CV Link Multi-Modal Transportation Project, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, Adopting a Mitigation Monitoring and Reporting Plan, and Issuing Certain Limited Approvals for the Project. A Notice of Determination for Segments 1 and 3 Agreement and Segment 2 Agreement and their associated encroachment permit was filed by the Clerk of the Board upon the Board of Supervisors' approval on November 6, 2018. As a result, nothing further is required under CEQA for the approval of the Segment 2 Agreement.

**Impact on Residents and Businesses**

Upon construction completion, this alternative transportation corridor will provide a safer route for children to go to school, relieve congestion on State Highway 111, improve air quality, and enable an active and healthy lifestyle by providing an additional recreation and fitness opportunity. Additionally, CV Link is anticipated to spur economic activity in the region, including creating jobs during the construction phase.

**Additional Fiscal Information**

All construction, operation, and maintenance costs associated with the public use components will be borne by Licensee. The operation and maintenance of the existing flood control facilities will continue to be a District responsibility.

**ATTACHMENTS:**

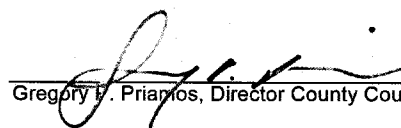
1. Vicinity Map
2. License Agreement
3. Consent to License Agreement

RKM:blm  
P8/226817



Jason Farin, Senior Management Analyst

8/22/2019



Gregory H. Priamos, Director County Counsel

8/20/2019

## CONSENT TO LICENSE AGREEMENT

The Riverside County Flood Control and Water Conservation District ("District"), a body politic, consents to that certain License Agreement for Use of City Property between the City of Palm Springs ("City") and the Coachella Valley Association of Governments ("CVAG"), a copy of which is attached hereto as Exhibit "A" ("Agreement"). The Agreement is subject to that certain License Agreement dated April 12, 2016 by and between the District and the City ("District Agreement"), whereby the District granted the City a license to utilize a certain portion of the District's Tahquitz Creek Channel, Stage 1 (Project No. 6-0-00060) for public recreation purposes ("Licensed Premises"). The Agreement will allow CVAG to utilize the Licensed Premises for the purpose of constructing, operating, and maintaining a portion of "CV Link", a multimodal transportation facility that will connect the communities of the Coachella Valley by providing a means to travel by foot, bicycle, electric mobility device, or low-speed electric vehicle rather than by automobile.

Consent hereof by the District to the Agreement shall not relieve or release the City from its duty to comply with any and all obligations, covenants and conditions required under the District Agreement.

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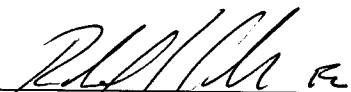
[Signatures on Following Page]

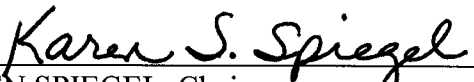
AUG 27 2019 11.2

IN WITNESS WHEREOF, the District has caused its duly authorized representative to execute this Consent to License Agreement as AUG 27 2019.  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By   
JASON E. UHLEY  
General Manager-Chief Engineer


By   
KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

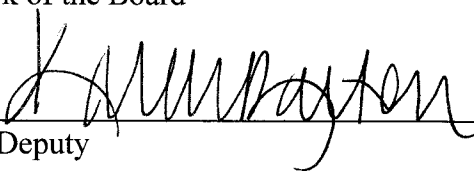
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA R. HARPER  
Clerk of the Board

By   
THOMAS OH  
Deputy County Counsel

By   
Deputy

(SEAL)

**EXHIBIT "A"**  
**LICENSE AGREEMENT FOR USE OF CITY PROPERTY**  
**CVAG and CITY OF PALM SPRINGS**

(Attached on following page)

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS  
LICENSE AGREEMENT FOR USE OF CITY PROPERTY**

**1. PARTIES AND DATE.**

This License Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2019 by and between the City of PALM SPRINGS, a municipal corporation organized under the laws of the State of California ("City") and COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS, a joint powers authority created under the laws of the State of California ("Licensee" or "CVAG"). City and Licensee are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**2. RECITALS.**

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to own and operate property of various kinds, and authorize the use of such property by other public entities and private parties.

2.2 Flood Control License. On or about April 12, 2016, City entered into a License Agreement with the Riverside County Flood Control and Water Conservation District ("District") to allow City to utilize a portion of the District's Tahquitz Creek Channel (Project No. 6-0-00060) depicted on the map attached hereto as **Exhibit B** and located within accessors parcel numbers 508-161-002 and 508-172-012 for public recreation purposes ("Flood Control License"). Pursuant to the Flood Control License, City operates and maintains a path for public use, including, without limitation, walking, jogging, and bicycling (the "Property").

2.3 Licensee. CVAG is advancing a project known as "CV Link", a multimodal transportation facility that will connect the communities of the Coachella Valley by providing a means to travel by foot, bicycle, electric mobility device, or low-speed electric vehicle rather than by automobile. CV Link will extend over the Property, as well as over real property for which City has no ownership or easement interest. The rights and obligations arising from this Agreement shall only apply to the Property. The transportation facility, including all permanent improvements, to be built on the Property will herein be referred to as "CV Link" or the "Project," interchangeably.

2.4 Purpose. City desires to allow Licensee to use the Property for the purpose of constructing the CV Link on the Property and enhancing City's existing public path permitted under the Flood Control License ("Activities").

2.5 Consideration. This Agreement is made in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged.

**3. LICENSE.**

3.1 Terms of License. City hereby grants to Licensee, including Licensee's agents, employees, contractors, and consultants, a nonexclusive license to enter the Property for the purpose of construction, operation and maintenance of the Project. Licensee acknowledges and agrees that this License does not extend to any area outside of the Property. Any License or



permission granted hereunder is subject to the discretion, approval and direction of the City throughout the term and duration of the License and the City retains the authority to supervise, control, and/or terminate any activities conducted pursuant to this Agreement.

**3.2 Restrictions on License.** Licensee shall not use, and Licensee shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the Property other than for the specific Activities described herein. The term "Agents" shall mean Licensee's officers, directors, member, agents, employees, invitees, contractors, subcontractors, and any employees of such parties. The term "Invitees" shall mean Licensee's invitees, guests or business visitors. By way of example only and without limitation, the following uses of the Property by Licensee, or any of its Agents or Invitees, are prohibited:

(a) Licensee shall not conduct any unauthorized activities on or about the Property that constitute waste or nuisance.

(b) Licensee shall not damage City's or District's real or personal property.

(c) Licensee shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated or disposed of in, on or about the Property, or transported to or from the Property.

(i) For purposes of this Agreement, "Hazardous Material" includes, without limitation, the following: any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.

#### **4. TERMS.**

**4.1 Term and Termination of License.** The term of this Agreement shall be perpetual, and shall remain in force so long as the Flood Control License remains in effect. This Agreement shall not be effective, enforceable, or binding until the Agreement is approved in writing by the District.

**4.2 Nonassignment of License.** The permission, rights and privileges granted hereunder are nonexclusive and nontransferable. Licensee shall not, either voluntarily or by action of law, assign or transfer this License or any obligation, right, title or interest assumed by Licensee herein without the prior written consent of the City. If Licensee attempts an assignment or transfer of this License or any obligation, right, title or interest herein, City may at its option, terminate the License and shall thereupon be relieved from any and all obligations to Licensee or its assignee or transferee.

**4.3 Compliance with Laws; Regulatory Approvals.** Licensee shall, at its sole expense, conduct and cause to be conducted all activities on the Property in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, and

whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Licensee agrees to conduct the Activities at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety. Licensee shall, at its sole expense, procure and maintain in force at all times during its use of the Property any and all licenses or approvals necessary to conduct the Activities.

**4.4 Utilities.** Licensee shall not connect to or use any utility systems or outlets unless such use is specifically authorized in the Activities.

**4.5 City's and Licensee's Duties under Flood Control License.** City shall at all times comply with the terms and conditions of the Flood Control License, including but not limited to its operations and maintenance responsibilities, and shall cause all necessary rights of way for the operation of the CV Link to remain in place. Licensee agrees that any and all of its activities on the Property under this Agreement shall be consistent with the terms and conditions of the Flood Control License and shall not cause the City to become non-compliant with said terms and conditions.

## **5. INSURANCE.**

**5.1 Minimum Requirements.** Licensee must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than \$2,000,000 in aggregate and \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broadform Property Damage, and Products Liability and Completed Operations;

(b) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(c) Workers' Compensation Insurance in statutory amounts with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any operations under this Agreement, Licensee shall do the following: (a) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above, and (b) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement

**6. MISCELLANEOUS PROVISIONS.**

6.1 No Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or delegated by the Licensee prior to completion of the CV Link on the Property unless first approved by the City and District by written instrument executed and approved in the same manner as this Agreement.

6.2 No Joint Ventures or Partnership; Independent Licensee. This Agreement does not create a partnership or joint venture between City and Licensee. Licensee shall be solely responsible for all matters relating to payment of its employees, including, without limitation, compliance with any and all federal, state or local law and regulations.

6.3 Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of the City and the Licensee, which event renders impossible the fulfillment of any term of this Agreement, Licensee and the City shall have no right to nor claim for damages against the other.

6.4 Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To City:                   City Manager  
                                  City of Palm Springs  
  
                                  \_\_\_\_\_  
                                  Palm Springs, CA \_\_\_\_\_

To Licensee:           Coachella Valley Association of Governments  
                                  Attn: Martin Magana  
                                  73-710 Fred Waring Drive  
                                  Palm Desert, CA 92260

Notice shall be deemed (a) the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

6.5 General Provisions. This Agreement may be amended or modified only by a writing signed by City and Licensee and approved in writing by the District. No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. Except as expressly set forth herein to the contrary, all approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the City Manager or other authorized City official. This instrument

(including the exhibits hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. This Agreement shall be governed by and subject to California law and the City's Municipal Code. If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. Subject to the prohibition against assignments or other transfers by Licensee hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**APPROVED AS TO FORM:  
BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_  
Michael Jenkins

**CITY:**

**CITY OF PALM SPRINGS,  
a municipal corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

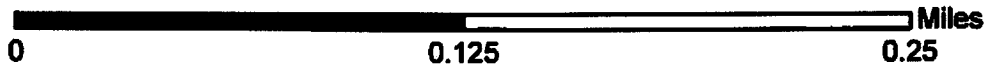
**LICENSEE:**

**COACHELLA VALLEY ASSOCIATION  
OF GOVERNMENTS, a joint powers  
authority created under the laws of the State  
of California**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B**

# Exhibit B



**CV Link License Agreement  
CVAG-City of Palm Springs**

LICENSE AGREEMENT

CV Link Multi-Modal Transportation Project  
(P02-PS2: Palm Springs – Tahquitz Creek)  
Tahquitz Creek Channel, Stage 1  
Palm Canyon Wash, Stage 4  
Project Nos. 6-0-00060 and 6-0-00040  
Encroachment Permit No. 3628

This License Agreement ("Agreement"), dated as of August 27, 2019, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT" and the COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS, a joint powers authority, hereinafter called "LICENSEE".

RECITALS

A. DISTRICT owns, operates and maintains certain flood control and drainage facilities principally located in the City of Palm Springs, including the following:

- i. Tahquitz Creek Channel, Stage 1 (Project No. 6-0-00060), hereinafter called "TAHQUITZ CREEK"; and
- ii. Palm Canyon Wash, Stage 4 (Project No. 6-0-00040), hereinafter called "PALM CANYON WASH"; and
- iii. Together, TAHQUITZ CREEK and PALM CANYON WASH are hereinafter collectively called "DISTRICT FACILITIES"; and

B. DISTRICT FACILITIES are an essential and integral part of DISTRICT's regional system of stormwater management infrastructure that provides critical flood control and drainage to the City of Palm Springs; and

C. LICENSEE is advancing a multimodal transportation facility ("CV LINK") that will create a new alternative transportation corridor throughout Coachella Valley, providing certain public uses such as walking, jogging, bicycling, golf carts and electric-powered low-speed

vehicles ("LSVs"). Portions of CV LINK Segments 1, 2 and 3 are to be located within DISTRICT's existing easements and rights of way; and

D. On November 6, 2018, DISTRICT and CVAG entered into a separate license agreement for Segments 1 and 3 of CV LINK ("SEGMENTS 1 and 3 AGREEMENT"), which set forth the terms and conditions by which portions of DISTRICT's rights of way for (i) Chino Canyon Levee (Project No. 6-0-00070), from State Highway 111 to North Indian Canyon Drive and (ii) Whitewater River – Right Bank Levee, Stages 1 and 2 (Project No. 6-0-00250) from North Indian Canyon Drive to Date Palm Drive will be configured, at the sole expense of LICENSEE, as a part of CV LINK. SEGMENTS 1 and 3 AGREEMENT also allows CVAG to take up operations, repair, and maintenance of the Cathedral City Whitewater Bike Path ("CCWWBP"), an early phase of CV LINK that was constructed by the City of Cathedral City ("CATHEDRAL CITY") upon the termination of the license agreement for CCWWBP between DISTRICT and CATHEDRAL CITY; and

E. Additionally, DISTRICT and the City of Palm Springs ("PALM SPRINGS"), have entered into a certain license agreement, executed on April 12, 2016 (DISTRICT's Board Agenda Item No. 11-2) ("2016 TC TRAIL AGREEMENT"), which set forth the terms and conditions by which a portion of TAHQUITZ CREEK from South Palm Canyon Drive to Calle Palo Fierro was to be configured, at the sole expense of PALM SPRINGS, as a dual use facility providing certain public uses known as the Coachella Valley Link Bike Path Project ("CITY TRAIL"). CITY TRAIL is shown in concept in red on Exhibit "A". PALM SPRINGS will continue to own, operate, repair and maintain the CITY TRAIL pursuant to the terms and conditions of the 2016 TC TRAIL AGREEMENT. A portion of Segment 2 of CV LINK ("SEGMENT 2") will extend over CITY TRAIL; and

F. LICENSEE desires to construct SEGMENT 2, which includes:



- i. A path, hereinafter called "PATH", shown in concept in purple on Exhibit "A", attached hereto and made a part hereof, for public purposes and certain ancillary uses associated therewith, including walking, jogging, bicycling, golf carts and electric-powered LSVs; and
- ii. Path improvements, such as landscaping, wayfinding features, public art, seating and shade structures, that are located within LICENSE AREA ("PATH FEATURES"); and
- iii. Path improvements, such as landscaping, wayfinding features, public art, seating and shade structures, that are located within CITY TRAIL ("TRAIL FEATURES"), subject to the 2016 TC TRAIL AGREEMENT; and
- iv. Together, PATH and PATH FEATURES are hereinafter called "PROJECT"; and

G. LICENSEE and PALM SPRINGS will enter into a license agreement, subject to consent by DISTRICT whereby PALM SPRINGS will allow LICENSEE to utilize CITY TRAIL to install, operate and maintain TRAIL FEATURES as part of SEGMENT 2; and

H. LICENSEE desires to utilize portions of DISTRICT's existing easements and rights of way on which DISTRICT FACILITIES are located, with said portions hereinafter collectively called "LICENSE AREA", as shown in concept in yellow on Exhibit "B", attached hereto and made a part hereof, for PROJECT in the following areas:

- i. TAHQUITZ CREEK:
  - 1) A certain portion of DISTRICT Parcel Number 6060-215 (Riverside County Assessor's Parcel Number 508-161-002) located near the intersection of South Palm Canyon Drive and Sunny Dunes Road; and

- 2) A certain portion of DISTRICT Parcel Numbers 6060-120A, 6060-120B and 6060-120C (Riverside County Assessor's Parcel Number 508-273-002) located near the intersection of North Riverside Drive and Sunrise Way; and
- ii. PALM CANYON WASH between Golf Club Drive and approximately 110 lineal feet easterly of Calle Arriba, including Riverside County Assessor's Parcel Number 681-490-005 (DISTRICT Parcel No. 6040-13); and
  - I. The LICENSE AREA shall be coextensive with the area allowed for construction of PROJECT under Encroachment Permit No. 3628 issued by DISTRICT to LICENSEE; and
  - J. DISTRICT FACILITIES' flood control function is sporadic in nature and thus appropriate public uses, golf carts, and electric-powered LSVs may be accommodated within LICENSE AREA to the extent that such uses do not interfere with DISTRICT FACILITIES' principal function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES; and
  - K. DISTRICT owns, operates and maintains certain flood control and drainage facilities principally located in the City of Palm Springs in the following areas: TAHQUITZ CREEK between Sunrise Way and Palm Springs Master Drainage Plan - Line 27, Stage 1, hereinafter called "TC EAST" and PALM CANYON WASH between Calle Arriba and the Whitewater River, hereinafter called "PCW EAST"; and
  - L. DISTRICT is currently in the process of renewing easements for TC EAST (over a portion of Assessor's Parcel Number 502-560-039) ("TCE EASEMENT"), as shown in concept cross-hatched in orange on Exhibit "B", and PCW EAST (over a portion of Assessor's Parcel Number 687-050-039 and 687-060-044) ("PCWE EASEMENT"), as shown in concept cross-hatched in magenta on Exhibit "B". LICENSEE intends to build portions of PROJECT within

TCE EASEMENT and PCWE EASEMENT. Upon the recordation of TCE EASEMENT in the Official Records of the County of Riverside, DISTRICT and LICENSEE intend to amend this Agreement to include TC EAST as part of LICENSE AREA. Upon the recordation of PCWE EASEMENT in the Official Records of the County of Riverside, DISTRICT and LICENSEE intend to amend this Agreement to include PCW EAST as part of LICENSE AREA; and

M. On May 15, 2017, acting as Lead Agency pursuant to the California Environmental Quality Act (CEQA), LICENSEE has certified an environmental impact report for CV LINK (State Clearinghouse Number 2013111050) and adopted a Mitigation Monitoring and Reporting Program for the same; and

N. Subject to the provisions of this Agreement, DISTRICT is willing to (i) allow LICENSEE to construct path improvements within LICENSE AREA, (ii) allow LICENSEE to operate, repair, and maintain said path improvements, and (iii) allow the public to utilize the path improvements for compatible public uses, including walking, jogging, bicycling, golf carts and electric-powered LSVs; and

O. In accordance with the provisions of this Agreement, LICENSEE is willing to (i) prepare or cause to be prepared plans and specifications for SEGMENT 2, and submit to DISTRICT for its review and approval, (ii) cause the construction, inspection, operation, repair, and maintenance of SEGMENT 2 at no cost to DISTRICT, (iii) conduct periodic safety inspections of SEGMENT 2, and (iv) indemnify, defend and hold DISTRICT harmless from any claims arising from LICENSEE's or the public's use of SEGMENT 2 or from LICENSEE's responsibilities in connection therewith or the condition thereof; and

P. It is in the public interest to proceed with this Agreement.

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

SECTION I

LICENSEE shall:

1. Pursuant to CEQA, continue to act in the Lead Agency role taking all necessary and appropriate actions to comply with CEQA.
2. Prior to constructing any improvements on, or performing any physical modifications within, LICENSE AREA, prepare or cause to be prepared plans and specifications for SEGMENT 2 ("IMPROVEMENT PLANS") and submit to DISTRICT for review and approval.
3. Pay all costs associated with preparation of IMPROVEMENT PLANS and DISTRICT's review and approval thereof.
4. Pay all costs associated with DISTRICT's preparation and administration of this Agreement.
5. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or agreements as may be required by any federal, state or local resource and/or regulatory agencies, as may be needed to construct, inspect, operate, repair, and maintain SEGMENT 2 ("REGULATORY PERMITS"). Such documents include, but are not limited to, those issued by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, State Water Resources Control Board and Coachella Valley Conservation Commission.
6. Secure, at its sole cost and expense, all necessary approvals from underlying property owners ("PERMISSIONS") as required to construct, inspect, operate, repair and maintain SEGMENT 2.

7. Obtain an encroachment permit from DISTRICT, pursuant to its rules and regulations, and comply with all provisions set forth therein prior to commencing construction of SEGMENT 2 or any other improvements within LICENSE AREA.

8. Prior to commencing construction, furnish DISTRICT with copies of all REGULATORY PERMITS.

9. Prior to commencing construction, furnish DISTRICT with copies of all PERMISSIONS.

10. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any renewals or amendments thereto.

11. Ensure that REGULATORY PERMITS, including any subsequent renewal or amendments thereto, will not (i) impede DISTRICT's ability to perform all necessary operation and maintenance activities for DISTRICT FACILITIES as determined by DISTRICT, or (ii) include any stipulations that would result in additional obligations being placed upon DISTRICT for maintenance operations within LICENSE AREA.

12. Perform all work and activities authorized under this Agreement in accordance with IMPROVEMENT PLANS approved by DISTRICT, and pay all costs associated therewith.

13. Provide DISTRICT with a reproducible duplicate copy of final record drawings.

14. Not permit any change to or modification of DISTRICT permitted IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.

15. Assume sole responsibility for the design, construction, operation, repair and maintenance of SEGMENT 2, including all necessary modifications, repairs or corrections to, or temporary removal of, SEGMENT 2 as reasonably deemed necessary by DISTRICT for the continuing function, reconstruction, repair or operation and maintenance of DISTRICT FACILITIES.

16. Within LICENSE AREA and CITY TRAIL, (i) assume sole responsibility for the operation and maintenance of all LICENSEE constructed improvements including, but not limited to, performing all necessary repairs and the routine removal of trash and debris associated with LICENSEE's and public's use of LICENSE AREA, and (ii) as between DISTRICT and LICENSEE, assume all liability associated with the public use of LICENSE AREA including claims of third persons for injury or death or damage to property, subject to any defenses and immunities LICENSEE may have in response to such third party claims. Said obligation shall not include any inverse condemnation liability of DISTRICT by reason of the location of DISTRICT FACILITIES or improvements thereto unless such liability is the result of LICENSEE's operations or use of the property by the public pursuant to LICENSEE's actual or tacit consent.

17. Protect the safety of the public who may utilize LICENSE AREA or SEGMENT 2 by conducting periodic safety inspections and promptly making repairs that are necessary to safeguard the public and its use thereof.

18. Promptly repair any damage to DISTRICT FACILITIES resulting from LICENSEE's or the public's use of LICENSE AREA or SEGMENT 2 under the license granted herein unless such damage is caused by flooding or is the result of DISTRICT's customary operation, maintenance or improvements to its facilities located therein.

19. Waive any claim against DISTRICT for damages to SEGMENT 2 resulting from DISTRICT's customary operation and maintenance activities performed within DISTRICT's property, easements, or rights of way or its appurtenant works, including any natural calamity, act of God or any cause or conditions beyond the control of DISTRICT, save and except damages resulting from DISTRICT's active negligence or willful misconduct.

20. Immediately remove, upon written request by DISTRICT's General Manager-Chief Engineer, any improvements and/or equipment not previously approved by DISTRICT, or cease use where LICENSEE has installed any such improvements and/or equipment, or LICENSEE has used or allowed use of LICENSE AREA in a manner which, in the sole opinion of DISTRICT's General Manager-Chief Engineer, would be detrimental to the operation of DISTRICT FACILITIES.

21. If in the opinion of DISTRICT's General Manager-Chief Engineer, LICENSEE's or the public's use of LICENSE AREA or SEGMENT 2 may cause or contribute to a public hazard, a public nuisance, degradation of water quality or any other matter of substantial concern to DISTRICT, DISTRICT reserves the right to require remediation and, if remediation is unsuccessful, to terminate this Agreement.

22. Indemnify and hold harmless DISTRICT, its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively, "INDEMNIFIED PARTIES") from any liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, employees, subcontractors, agents or representatives arising from, related to, or in any manner connected with LICENSEE's use and responsibilities in connection therewith of LICENSE AREA or CITY TRAIL, or the condition thereof, including, but not limited to, property damage, bodily injury or death or any other element of any kind or nature whatsoever arising from, related to, or in any manner connected with the public use of LICENSE AREA or SEGMENT 2. LICENSEE shall defend, at its sole expense, all costs and fees including, but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, INDEMNIFIED PARTIES in any claim or legal action based upon such alleged acts or omissions.

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

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve LICENSEE from indemnifying INDEMNIFIED PARTIES to the fullest extent allowed by law.

This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.

23. Perform all work and activities allowed under this Agreement in a manner that is consistent with the 2016 TC TRAIL AGREEMENT.

## SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA taking all necessary and appropriate actions to comply with CEQA.



2. Review, comment, and approve, as appropriate, IMPROVEMENT PLANS prior to the start of constructing any improvements on, or performing any physical modifications within, LICENSE AREA and CITY TRAIL.

3. Review, comment, and approve, as appropriate, on all REGULATORY PERMITS, including any subsequent renewal or amendments thereto, prior to final execution or acceptance by LICENSEE.

4. Upon DISTRICT approval of applicable IMPROVEMENT PLANS, REGULATORY PERMITS, and PERMISSIONS, issue an encroachment permit to LICENSEE for the construction, operation, repair, and/or maintenance of SEGMENT 2 in accordance with DISTRICT approved IMPROVEMENT PLANS and subject to the provisions set forth in DISTRICT's encroachment permit.

5. Grant LICENSEE a revocable license to utilize LICENSE AREA for public purposes, provided that LICENSEE's activities do not, in any way whatsoever, impair DISTRICT FACILITIES' primary flood control purpose and function or otherwise interfere with DISTRICT's ability to operate, maintain, repair or reconstruct DISTRICT FACILITIES or any appurtenant works. Said license may be revoked by DISTRICT in the event that said uses, in the sole discretion of DISTRICT's General Manager-Chief Engineer, unduly compromise DISTRICT FACILITIES' primary flood control purpose and function or interfere with DISTRICT's ability to operate and maintain DISTRICT FACILITIES.

6. Inspect SEGMENT 2 construction, as appropriate.

7. Provide LICENSEE with written notice of (i) any non-compatible use or condition that is not in conformity with the provisions of this Agreement, or (ii) any condition which, in the sole opinion of DISTRICT's General Manager-Chief Engineer, could adversely affect the primary flood control function of DISTRICT FACILITIES or DISTRICT's ability to operate and

maintain DISTRICT FACILITIES, and grant LICENSEE ten (10) days from and after such notice to correct any such nonconforming use or condition.

8. Continue to maintain DISTRICT FACILITIES' structural integrity including, but not limited to, lines and grades, inlets, fencing and ramps to such an extent that DISTRICT FACILITIES continue to function as a flood control facility at its design level.

9. Assume no responsibility, obligation or liability whatsoever for (i) the design, construction, inspection, operation, repair and maintenance of SEGMENT 2 or (ii) LICENSEE's or public's use of LICENSE AREA or SEGMENT 2 as granted herein, unless done so expressly in writing approved by both parties as an amendment or addendum to this Agreement.

10. Other than in emergency situations, provide thirty (30) days written notice to LICENSEE should DISTRICT determine that a closure of SEGMENT 2 for the purpose of operation, maintenance, repair or re-construction is necessary.

### SECTION III

It is further mutually agreed:

1. The term of this Agreement shall commence on the date this Agreement is executed by all parties hereto and shall continue thereafter, unless and until terminated in accordance with the provisions of this Agreement.

2. DISTRICT reserves the right to terminate this Agreement and any encroachment permit issued thereto if, for any reason whatsoever, DISTRICT's General Manager-Chief Engineer determines that LICENSEE's or the public's use of LICENSE AREA or SEGMENT 2 is not compatible with DISTRICT FACILITIES' primary flood control purpose or function.

3. [INTENTIONALLY DELETED]

4. SEGMENT 2 shall, at all times, remain under the exclusive responsibility of LICENSEE. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, repair, maintain or warranty SEGMENT 2.

5. Except as otherwise provided herein, all construction and repair work associated with SEGMENT 2 shall be inspected by LICENSEE at LICENSEE's sole cost and expense, and shall not be deemed complete until approved and accepted as complete by LICENSEE.

6. DISTRICT personnel may observe and inspect all work being done on SEGMENT 2. It is further mutually agreed by the parties hereto that any quality control comments from DISTRICT regarding said work shall be provided in writing to LICENSEE personnel who, as LICENSEE's construction contract administrator, shall be solely responsible for communicating said comments with its construction contractor(s).

7. As a condition to this Agreement, without limiting or diminishing LICENSEE's obligation to indemnify or hold INDEMNIFIED PARTIES harmless, LICENSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

- a. Workers' Compensation. If LICENSEE has employees as defined by the State of California, LICENSEE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per

person per accident. The policy shall be endorsed to waive subrogation in favor of DISTRICT and the County of Riverside.

- b. Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LICENSEE's performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- c. Vehicle Liability. If LICENSEE's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then LICENSEE shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the Riverside County Flood Control and Water Conservation District, the County of Riverside, its agencies, districts, special districts, and departments, their respective

directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

d. General Insurance Provisions - All lines.

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. LICENSEE's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of use and operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to DISTRICT, and at the election of the County Risk Manager, LICENSEE's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. LICENSEE shall cause LICENSEE's insurance carrier(s) to furnish DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting

coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LICENSEE's insurance carrier(s) do(es) not meet the minimum notice requirement found herein, LICENSEE shall cause LICENSEE's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- iv. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. ***LICENSEE shall not commence entry onto LICENSE AREA or CITY TRAIL until DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf***

*shall sign the original endorsements for each policy and the Certificate of Insurance. DISTRICT reserves the right to require complete certified copies of all policies of LICENSEE's contractors and subcontractors, at any time.*

- v. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and DISTRICT's and the County of Riverside's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of the Agreement; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft), DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by LICENSEE has become inadequate.
- vii. LICENSEE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to LICENSEE.

- ix. LICENSEE agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
8. This Agreement is to be construed in accordance with the laws of the State of California.
9. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the fullest extent possible. It is expressly understood that this Agreement is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in DISTRICT FACILITIES to LICENSEE.
10. This Agreement is subordinate to all prior and future rights of DISTRICT in DISTRICT FACILITIES and the use of DISTRICT FACILITIES for the purposes in which it was acquired.
11. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this Agreement and the attendant documents provided for herein, and this Agreement and said additional documents are, accordingly, binding on said person or entity.
12. This Agreement is made for the benefit of the parties to this Agreement and their respective successors and assigns, and except as provided in Section III.20., no other persons or entity may have or acquire any right by virtue of this Agreement.
13. LICENSEE shall not permit to be placed against DISTRICT FACILITIES or any part thereof, any design professionals', mechanics', material man's, contractors' or subcontractors' liens with the regard to LICENSEE's actions upon DISTRICT FACILITIES. LICENSEE agrees



to hold DISTRICT harmless for any loss or expense, including reasonable attorneys' fee, arising from any such liens which might be filed against DISTRICT FACILITIES.

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

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Operations and Maintenance Division	COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS 73-710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260 Attn: Executive Director
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15. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

16. The parties hereto shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. LICENSEE shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session with a neutral third-party mediator agreeable to both parties in the County of Riverside. The parties shall share the cost of mediation.

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

18. Any waiver by DISTRICT or by LICENSEE of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other

breach of the same or of any other term hereof. Failure on the part of DISTRICT or LICENSEE to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or LICENSEE from enforcement hereof.

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

20. This Agreement shall not be assigned by either party, in whole or in part, without the prior written consent of the other party.

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**[signatures on following page]**

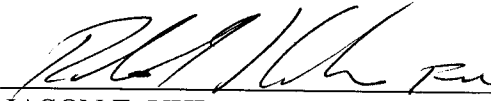
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on


AUG 27 2019

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By   
JASON E. UHLEY  
General Manager-Chief Engineer

By   
KAREN SPIEGEL, Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

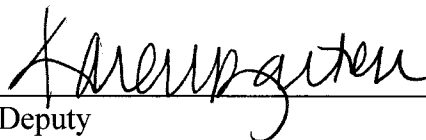
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA R. HARPER  
Clerk of the Board

By   
THOMAS OH  
Deputy County Counsel

By   
Deputy

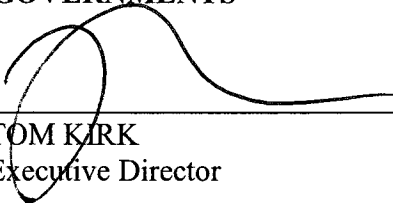
(SEAL)

License Agreement with Coachella Valley Association of Governments  
CV Link Multi-Modal Transportation Project  
(P02-PS2: Palm Springs – Tahquitz Creek)  
Tahquitz Creek Channel, Stage 1  
Palm Canyon Wash, Stage 4  
Project Nos. 6-0-00060 and 6-0-00040  
Encroachment Permit No. 3628  
08/13/19  
RKM:blm

**COACHELLA VALLEY ASSOCIATION  
OF GOVERNMENTS**

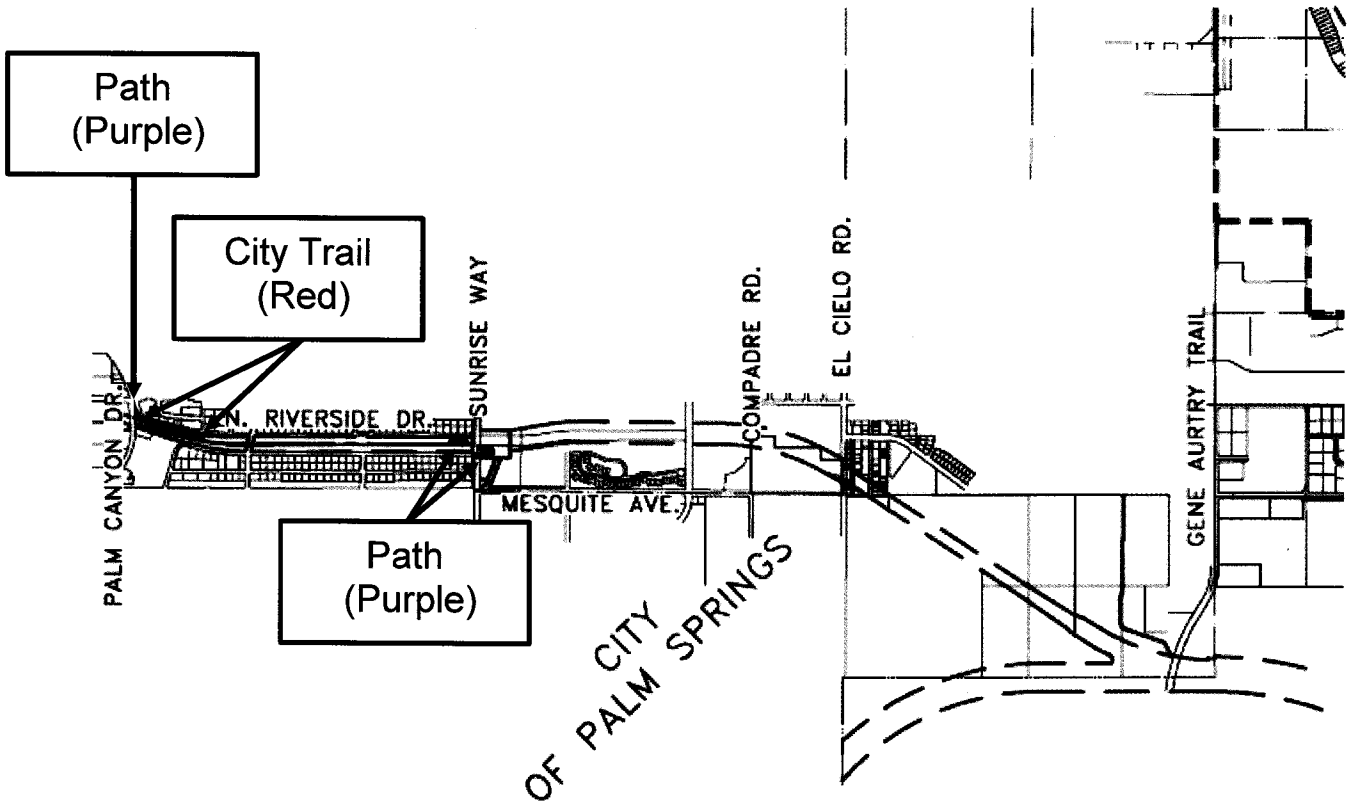
ATTEST:

By *Martin Magaña*  
MARTIN MAGAÑA  
Director of Transportation




By   
TOM KIRK  
Executive Director

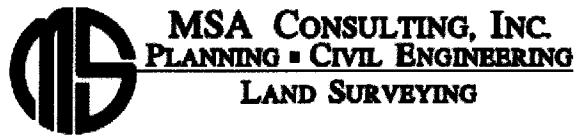
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Palm Canyon Wash, Stage 4  
Project Nos. 6-0-00060 and 6-0-00040  
Encroachment Permit No. 3628  
08/13/19  
RKM:blm

Exhibit A

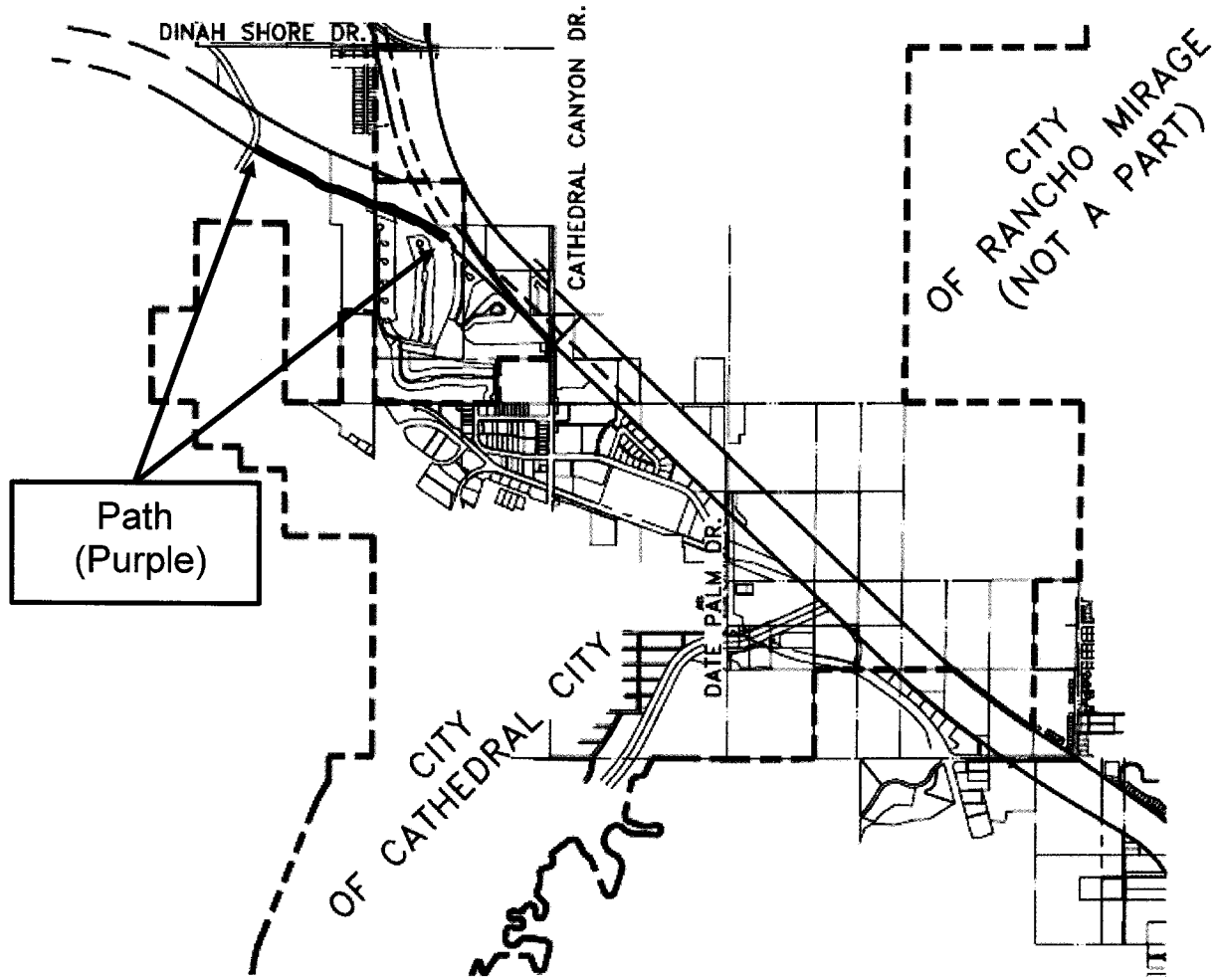


**LEGEND**




-  CV LINK (PATH)
-  CITY LIMITS
-  CITY TRAIL



# Exhibit A



## LEGEND

-  CV LINK (PATH)
-  CITY LIMITS
-  CITY TRAIL



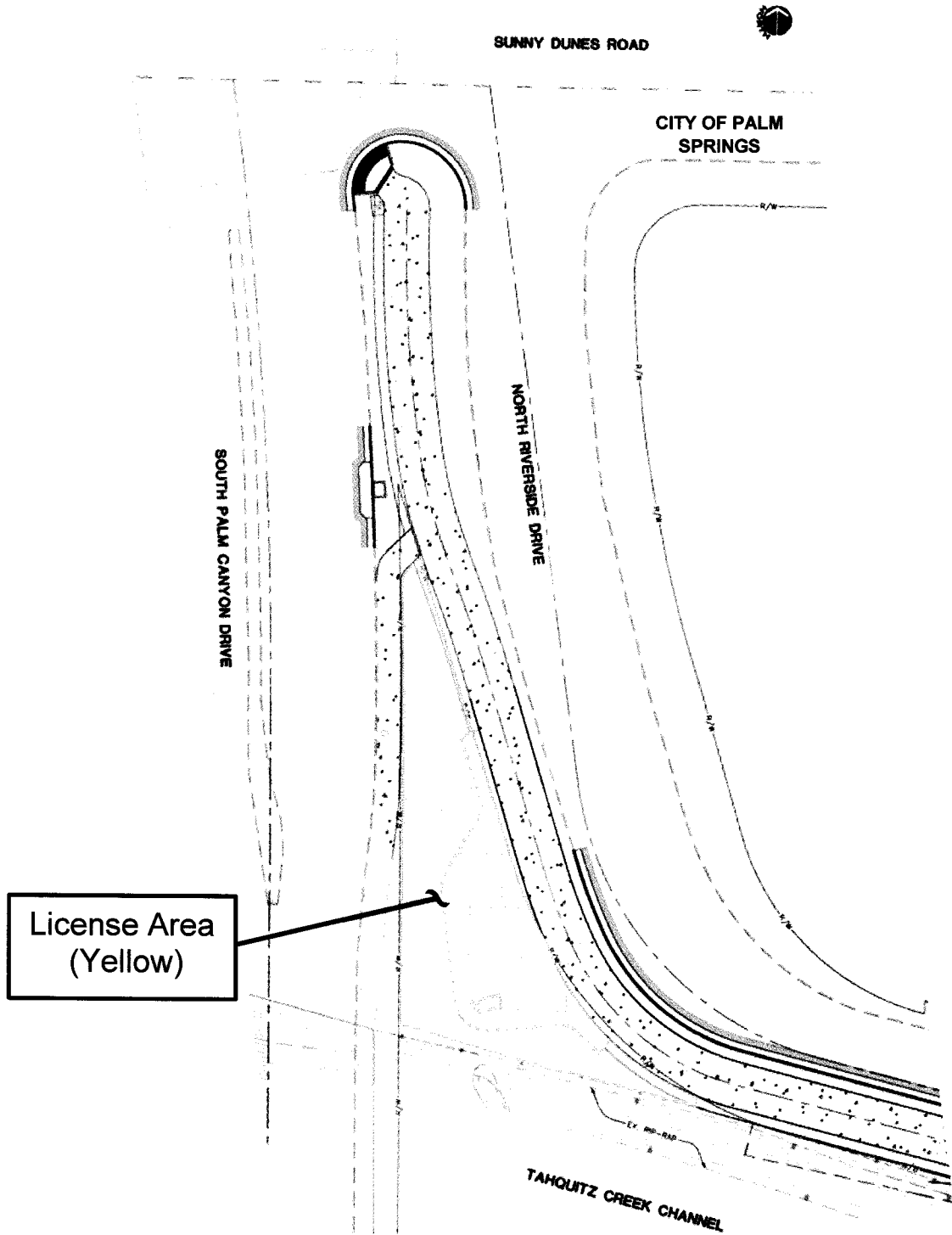
**MSA CONSULTING, INC.**  
**PLANNING ■ CIVIL ENGINEERING**  
**LAND SURVEYING**

## LICENSE AGREEMENT

CV Link Multi-Modal Transportation Project | (P02-PS2: Palm Springs – Tahquitz Creek)  
Encroachment Permit No. 3628 | Page 2 of 2

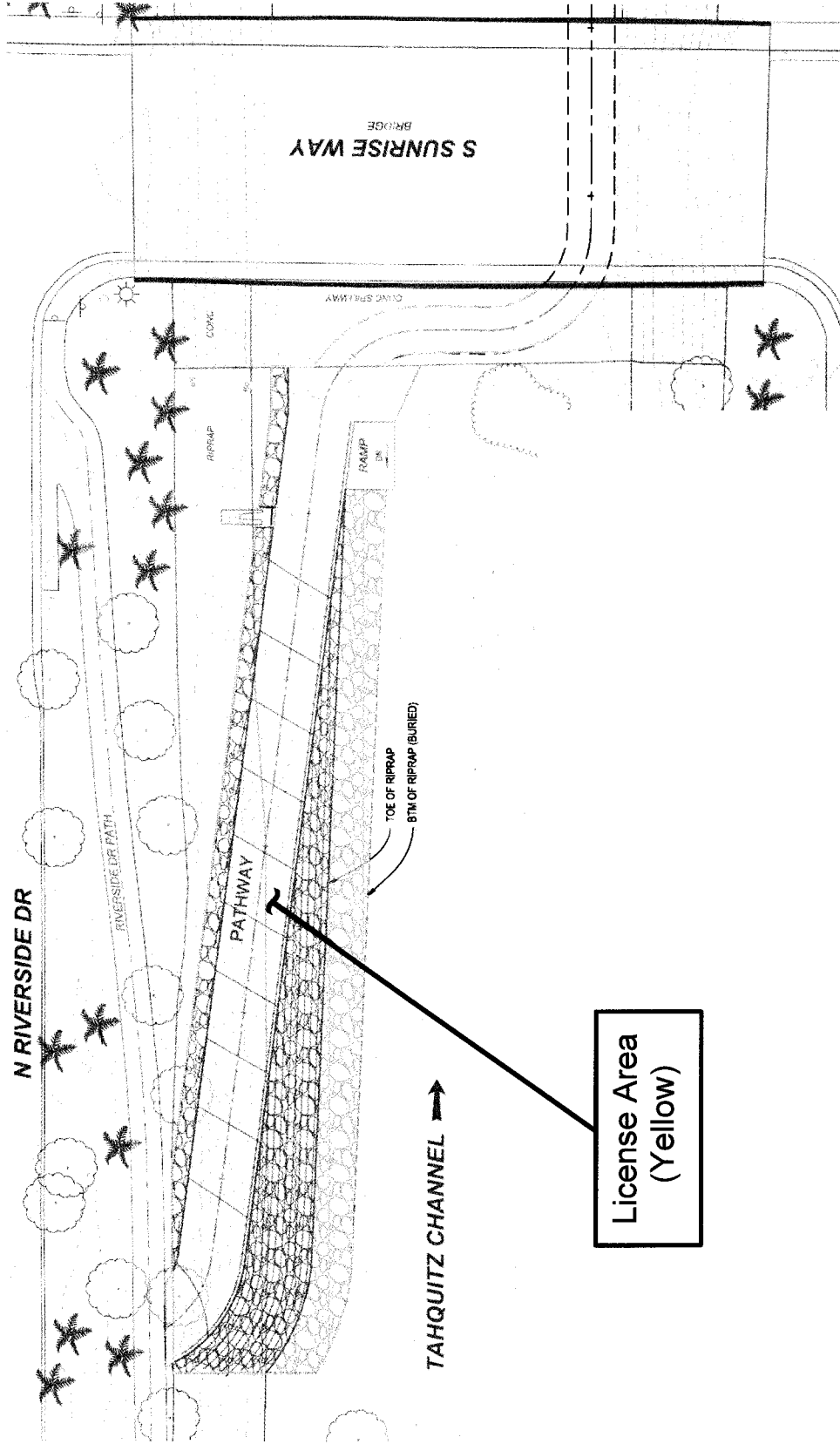
# Exhibit B

## Tahquitz Creek Channel, Stage 1



**Exhibit B**

**Tahquitz Creek Channel, Stage 1**

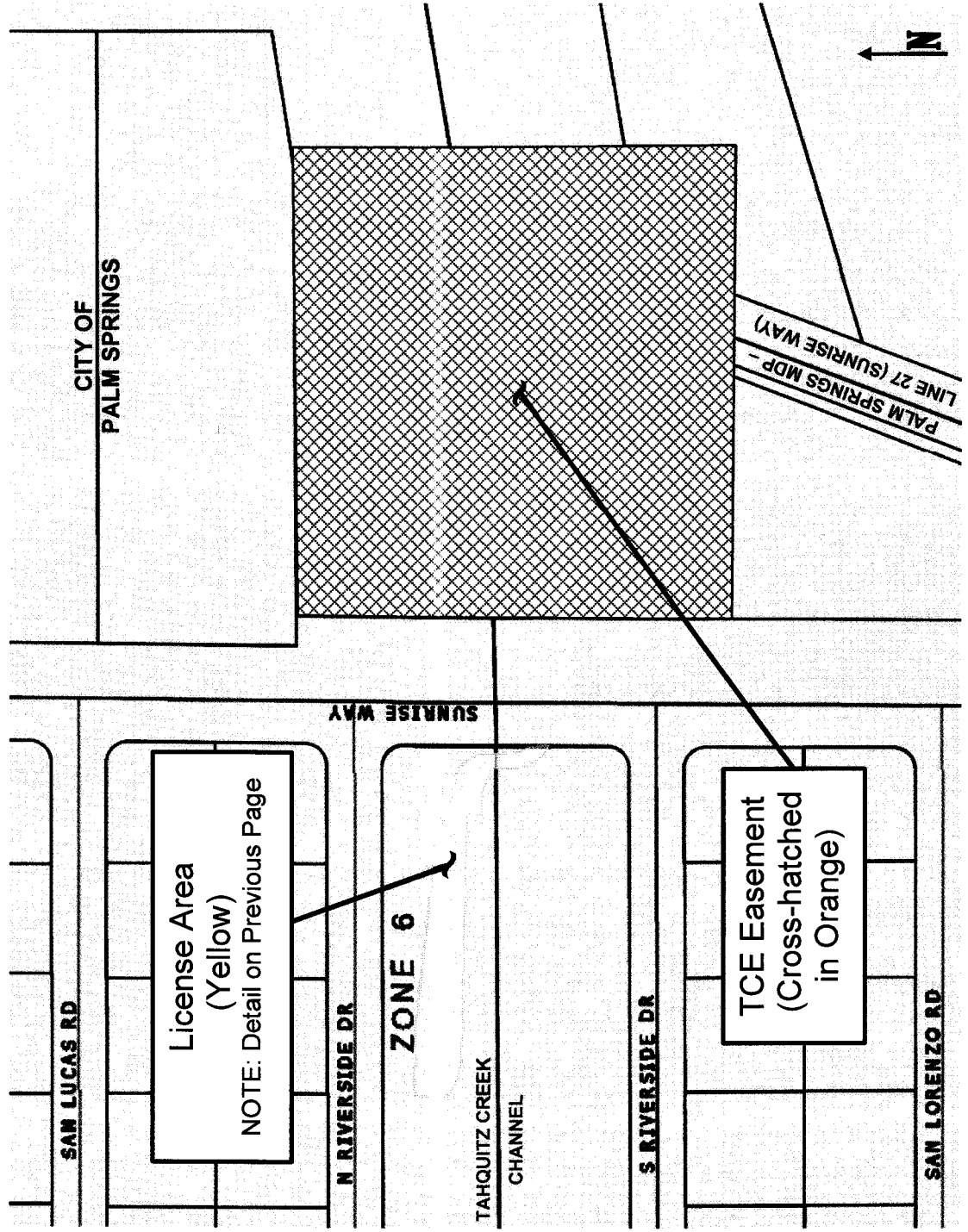


License Area  
(Yellow)



Exhibit B

Tahquitz Creek Channel, Stage 1



LICENSE AGREEMENT

