

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



ITEM: 11.2  
(ID # 12407)

**MEETING DATE:**  
Tuesday, June 23, 2020

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of License Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Moreno Valley for Perris Valley Channel Trail, Project No. 4-0-00010 (Encroachment Permit No. 3724), CEQA Exempt, District 5. [\$0]

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b) and 15061(b)(3);
2. Approve the License Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District) and the City of Moreno Valley (City);
3. Authorize the Chairwoman of the Board to execute the Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions of the Agreement; and
5. Direct the Clerk of the Board to return two (2) executed Agreements to the District.

**ACTION:** Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

6/11/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Hewitt 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: June 23, 2020  
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**

<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> City is funding all construction, inspection, operation and maintenance costs (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> N/A	

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

**BACKGROUND:**

**Summary**

The License Agreement sets forth the terms and conditions by which portions of the Juan Bautista De Anza multi-use trail will be constructed, inspected, operated and maintained, at the sole expense of City, within the District's Perris Valley Channel right of way. The proposed Juan Bautista De Anza multi-use trail, located within the city, will be constructed within the District's maintenance road east of Kitching Street to south of Oleander Avenue. The trail provides for certain non-motorized public recreational uses.

County Counsel has approved the License Agreement as to legal form, and the City has executed the Agreement.

**Environmental Findings**

Pursuant to CEQA, the project was reviewed and determined to be categorically exempt from CEQA pursuant to State Guidelines Sections 15301(b) for existing facilities and Section 15061(b)(3), the General Rule exemption. The District, in its limited role as a Responsible Agency under CEQA, considered the Notice of Exemption (NOE) filed by the City of Moreno Valley, the Lead Agency, and determined the project is exempt from CEQA. The proposed action consists of the District making certain limited approvals for the Project, including the issuance of an Encroachment Permit and approval of the License Agreement. The proposed activity will not result in any change to the existing use. No further CEQA analysis is required.

**Impact on Residents and Businesses**

This project is part of the Active Transportation Program Cycle 3 grant program for the City's Bicycle and Trail Master Plan Project. Upon completion, the project will enhance opportunities for pedestrian and bicycle use and will benefit residents and businesses in the area.

**Additional Fiscal Information**

All construction, inspection, operation and maintenance costs associated with project will be borne by the City. The operation and maintenance of the existing channel will continue to be a District responsibility.

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**ATTACHMENTS:**

1. Vicinity Map
2. License Agreement
3. CEQA Fee Receipt

AMR:blm  
P8/231535



Jason Farin, Principal Management Analyst 6/17/2020



Gregory V. Priamos, Director County Counsel 6/15/2020

LICENSE AGREEMENT

Perris Valley Channel

Project No. 4-0-00010

Encroachment Permit No. 3724

This License Agreement ("License Agreement"), is made this 23 day of June, 2020 by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Moreno Valley, a municipal corporation ("CITY"), together, "the Parties". The Parties hereby agree as follows:

RECITALS

A. DISTRICT owns, operates and maintains Perris Valley Channel (Project No. 4-0-00010), hereinafter called "CHANNEL", principally located in the city of Moreno Valley; and

B. CHANNEL is an essential and integral part of DISTRICT's regional system of storm water management infrastructure that provides critical flood control and drainage to the cities of Moreno Valley and Perris and adjacent areas; and

C. CITY has received the Active Transportation Program Cycle 3 (State Aid Project No. ATPSB1L-5441 (074)) grant funding to design and construct a two-mile segment of the Juan Bautista De Anza multi-use trail to provide for a gap closure from El Potrero Park to the Lake Perris State Recreation Area, and to serve as connections from multiple residential communities to other multi-use trails, parks and Rancho Verde High School; and

D. CITY desires to design and construct (i) two (2) pedestrian bridges, approximately 110 lineal feet and 200 lineal feet, respectively including grading, bridge abutment and foundations, and underdrain structures and (ii) the removal of DISTRICT's existing fences to allow for pedestrian and bicycle access to the trail ("BRIDGES"). Said BRIDGES will span CHANNEL; and

E. CITY wishes to utilize portions of DISTRICT's existing CHANNEL right of way for public recreation purposes including the construction of the Juan Bautista De Anza Multi-Use Trail Improvement Project No. 801 0077 with trail paths, landscaping, irrigation, lighting systems, intersection safety improvements and connectivity to regional trail networks associated therewith, hereinafter called "TRAIL". Altogether, BRIDGES and TRAIL are hereinafter called "PROJECT", as shown in concept in yellow on Exhibit A, attached hereto and made a part hereof; and

F. Portions of PROJECT are located within CHANNEL right of way, which consists of the DISTRICT's existing right of way identified as DISTRICT's Parcel Numbers 4010-21, 4010-22, 4010-24, 4010-25 and 4280-1 ("CHANNEL RIGHT OF WAY"); and

G. CITY desires to utilize segments of DISTRICT's CHANNEL RIGHT OF WAY, with said segments hereinafter collectively called "LICENSE AREA", as more specifically described and depicted in Exhibit A and the Juan Bautista De Anza Multi Use Trail Improvement Plans, Project No. 801 0077 (Sheets 1-50), for public recreation purposes and certain ancillary uses associated with PROJECT, including walking, jogging and bicycling for public purposes as part of CITY's Bicycle and Trails Master Plan Project; and

H. CHANNEL's flood control function is sporadic in nature and, thus, appropriate non-motorized public recreation may be accommodated within DISTRICT's CHANNEL RIGHT OF WAY to the extent that such uses do not unreasonably interfere with CHANNEL's principal function or DISTRICT's ability to operate and maintain CHANNEL; and

I. Subject to the provisions of this License Agreement, DISTRICT is willing to (i) allow CITY to construct or cause to be constructed PROJECT within LICENSE AREA, (ii) allow CITY to operate, repair and maintain said PROJECT and (iii) allow the public to utilize PROJECT for compatible non-motorized recreational uses; and

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

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

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

#### SECTION I

CITY shall:

1. Pursuant to California Environmental Quality Act (CEQA), assume lead agency role and responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to construction, operation, repair and maintenance of PROJECT.

2. Prior to constructing any improvements or performing any physical modifications within LICENSE AREA, prepare or cause to be prepared plans and specifications for PROJECT, hereinafter together called "IMPROVEMENT PLANS", and submit to DISTRICT (Attention: Plan Check Section) for review and written approval.

3. Pay all costs associated with DISTRICT's preparation and administration of this License Agreement.

4. Secure, at its sole costs and expense, all necessary permits, approvals, licenses or agreements as may be required by any federal, state or local resource or regulatory agencies, as may be needed to operate, repair and maintain PROJECT.

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

6. Prior to commencing construction, furnish DISTRICT with copies of all permits, approvals or agreements as may be required by any federal, state or local resource and/or regulatory agencies for the construction, inspection, operation and maintenance of PROJECT. 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, the State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

7. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, inspection, operation and maintenance of PROJECT.

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

9. Cause PROJECT to be constructed in accordance with IMPROVEMENT PLANS approved by DISTRICT, and pay all costs associated therewith.

10. Not permit any change to or modification of DISTRICT approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT, which shall not be unreasonably withheld.

11. Obtain a new encroachment permit from DISTRICT if any subsequent reconstruction or modifications are needed to the PROJECT.

12. Assume sole responsibility for the design, construction, inspection, operation, repair and maintenance of PROJECT, including all necessary modifications, repairs, corrections or temporary removal as reasonably deemed necessary by DISTRICT for the continuing function, reconstruction, repair or operation and maintenance of CHANNEL.

13. Within LICENSE AREA, (i) assume sole responsibility for the inspection, operation, repair and maintenance of all CITY's constructed improvements, including but not limited to performing all necessary repairs and the routine removal of trash and debris associated with CITY's and public's use of LICENSE AREA and (ii) assume all liability associated with the recreational use of LICENSE AREA, including claims of third persons for injury or death or damage to property. Said obligation shall not include any inverse condemnation liability of DISTRICT by reason of the location of CHANNEL or PROJECT or improvements thereto unless such liability is the result of CITY's operations or use of the property by the public pursuant to CITY's actual or tacit consent.

14. Ensure the safety of the public who may utilize LICENSE AREA by conducting periodic safety inspections and promptly making repairs that are necessary to safeguard the public and its use thereof.

15. Promptly repair any damage to CHANNEL resulting from the public's or CITY's use of LICENSE AREA 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.

16. Waive any claim against DISTRICT for damages to PROJECT resulting from DISTRICT's operation, repair and maintenance activities performed within CHANNEL RIGHT 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.

17. 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 CITY has installed any such improvements and/or equipment, or CITY 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 CHANNEL.

18. If in the opinion of the General Manager-Chief Engineer the public's use of LICENSE AREA 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 License Agreement.

19. Indemnify and hold harmless DISTRICT and the County of Riverside (including their respective directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors) (collectively, the "Indemnitees") from any liability whatsoever, based or asserted upon any act or omission of CITY (including its directors, officers, Board of Directors, elected and appointed officials, agents, employees, representatives, invitees, independent contractors and

subcontractors), arising from, related to or in any manner connected with CITY's use and responsibilities in connection therewith, of LICENSE AREA 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's use of LICENSE AREA or with any utility relocations authorized under Section II.6 below. CITY 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, Indemnitees 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 CITY, CITY shall, at its 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 Indemnitees; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification of Indemnitees as set forth herein. CITY's obligation hereunder shall be satisfied when CITY has provided to DISTRICT and County of Riverside the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this License shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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

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

20. CITY shall not permit to be placed against CHANNEL RIGHT OF WAY or any part thereof any design professionals', mechanics', material man's, contractors' or subcontractors' liens with regard to CITY's actions upon CHANNEL RIGHT OF WAY. CITY agrees to indemnify and hold DISTRICT and County of Riverside harmless for any loss or expense, including reasonable attorneys' fees, arising from any such liens which might be filed against CHANNEL RIGHT OF WAY or any part thereof.

## SECTION II

DISTRICT shall:

1. Act as a responsible agency under CEQA, taking all necessary and appropriate action 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.
3. Review, comment and approve, as appropriate, all REGULATORY PERMITS, including any subsequent renewal or amendments thereto, prior to final execution or acceptance by CITY.
4. Upon DISTRICT approval of IMPROVEMENT PLANS and REGULATORY PERMITS, as appropriate, issue an encroachment permit ("Encroachment Permit") for the construction of PROJECT in accordance with DISTRICT approved IMPROVEMENT PLANS and subject to the provisions set forth in DISTRICT's Encroachment Permit.

5. Grant CITY a license, as described in this License Agreement, to enter onto LICENSE AREA for the construction and ongoing operation, repair and maintenance of PROJECT and to utilize LICENSE AREA for public recreation purposes, including the right to enter and have access to all means of ingress and egress upon LICENSE AREA where appropriate or designated for said purposes, provided that CITY's activities do not in any way whatsoever unreasonably impair CHANNEL's primary flood control purpose and function or otherwise interfere with DISTRICT's ability to operate, maintain, repair or reconstruct CHANNEL or any of its appurtenant works. Said license may be revoked by DISTRICT in the event that said uses unduly compromise CHANNEL's primary flood control purpose and function or unreasonably interfere with DISTRICT's ability to operate and maintain CHANNEL, as determined in DISTRICT's General Manager-Chief Engineer's sole discretion. It is expressly understood that this license is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in CHANNEL RIGHT OF WAY to CITY.

6. Provide CITY with written notice of (i) any non-compatible use or condition that is not in conformity with the provisions of this License 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 CHANNEL or DISTRICT's ability to operate and maintain CHANNEL, and grant CITY thirty (30) days from and after such notice to correct any such nonconforming use or condition.

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

8. Assume no responsibility, obligation or liability whatsoever for (i) the design, construction, inspection, operation, repair and maintenance of PROJECT or (ii) CITY's and public's use of CHANNEL RIGHT OF WAY as granted herein, unless done so expressly in writing approved by both parties as an amendment to this License Agreement.

9. Other than in emergency situations, should DISTRICT determine that a closure of PROJECT for the purpose of operation, maintenance, repair or construction is necessary, DISTRICT shall provide thirty (30) days' prior written notice to CITY of such closure.

### SECTION III

It is further mutually agreed:

1. The term of this License Agreement shall commence on the date this License Agreement is executed by all parties hereto and shall continue thereafter, unless and until terminated earlier as set forth herein.

2. DISTRICT reserves the right to terminate this License Agreement without cause and any encroachment permit issued thereto upon sixty (60) days advance written notice to CITY. DISTRICT also reserves the right to terminate this License Agreement and any encroachment permit issued thereto, without any liability, upon DISTRICT's determination that CITY's or public's use of LICENSE AREA is not compatible with CHANNEL's primary flood control purpose or function or unreasonably impedes DISTRICT's ability to perform all necessary operation and maintenance activities for CHANNEL.

3. PROJECT shall, at all times, remain under the sole ownership and exclusive responsibility of CITY. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to inspect, operate, repair, maintain or warranty PROJECT.

4. Except as otherwise provided herein, all construction work associated with PROJECT shall be inspected by CITY and shall not be deemed complete until approved and accepted as complete by CITY.

5. As set forth herein, all maintenance and/or modification(s) to PROJECT shall be the sole responsibility of CITY, and CITY shall pay all costs associated therewith.

6. DISTRICT personnel may observe and inspect all work being done on PROJECT at expense of CITY. It is further mutually agreed by the parties hereto that any quality control comments shall be provided to CITY personnel who, as CITY construction contract administrator, shall be solely responsible for all official communications with its construction contractor(s).

7. As a condition to this License Agreement, without limiting or diminishing CITY's obligation to indemnify or hold Indemnitees harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this License 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 CITY has employees as defined by the State of California, CITY 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.

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 CITY's performance of its obligations hereunder. Policy shall name DISTRICT 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 License Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability. If CITY's vehicles or mobile equipment are used in the performance of the obligations under this License Agreement, then CITY 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 License Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT 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 DISTRICT's Risk Manager. If DISTRICT's 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. CITY'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 DISTRICT's Risk Manager before the commencement of use and operations under this

License Agreement. Upon notification of deductibles or self-insured retentions unacceptable to DISTRICT, and at the election of DISTRICT's Risk Manager, CITY's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this License Agreement with DISTRICT or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

iii. CITY shall cause CITY'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 DISTRICT 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 CITY's insurance carrier(s) do(es) not meet the minimum notice requirement found herein, CITY shall cause CITY'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 License 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. ***CITY shall not commence entry onto LICENSE AREA 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 CITY'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 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 License Agreement or any extension thereof, there is a material change in the scope of the License 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 License Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY has become inadequate.

vii. CITY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this License Agreement.

viii. The insurance requirements contained in this License Agreement may be met with a program(s) of self-insurance acceptable to CITY.

ix. CITY 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 License Agreement.

8. This License Agreement is subordinate to all prior and future rights of DISTRICT in CHANNEL RIGHT OF WAY and the use of CHANNEL RIGHT OF WAY for the purposes in which it was acquired.

9. 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 License Agreement and the attendant documents provided for herein, and this License Agreement and said additional documents are, accordingly, binding on said person or entity.

10. 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. CITY shall proceed diligently with the performance of this License Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this License 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.

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

12. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this License 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 CITY to require exact, full and complete compliance with any terms of this License Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcement hereof.

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

14. This License Agreement is to be construed in accordance with the laws of the State of California.

15. Any and all notices sent or required to be sent to the parties of this License 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: Planning Division

CITY OF MORENO VALLEY  
14177 Frederick Street  
Moreno Valley, CA 92553  
Attn: Michael L. Wolfe  
Public Works Department

16. 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 License 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.

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

18. This License 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 License Agreement may be changed or modified only upon the written consent of the parties hereto.

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

June 23, 2020

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By [Signature]  
JASON E. UHLEY  
General Manager-Chief Engineer  
Flood

By Karen S. Spiegel  
KAREN SPIEGEL, Chairwoman  
Board of Supervisors, Riverside County  
Control and Water Conservation District

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA R. HARPER  
Clerk of the Board

By [Signature]  
WESLEY STANFIELD  
Deputy County Counsel

By Priscilla Raso  
Deputy

(SEAL)



License Agreement with City of Moreno Valley  
Perris Valley Channel  
Project No. 4-0-00010  
Encroachment Permit No. 3724  
AMR:blm  
05/04/2020

**CITY OF MORENO VALLEY**

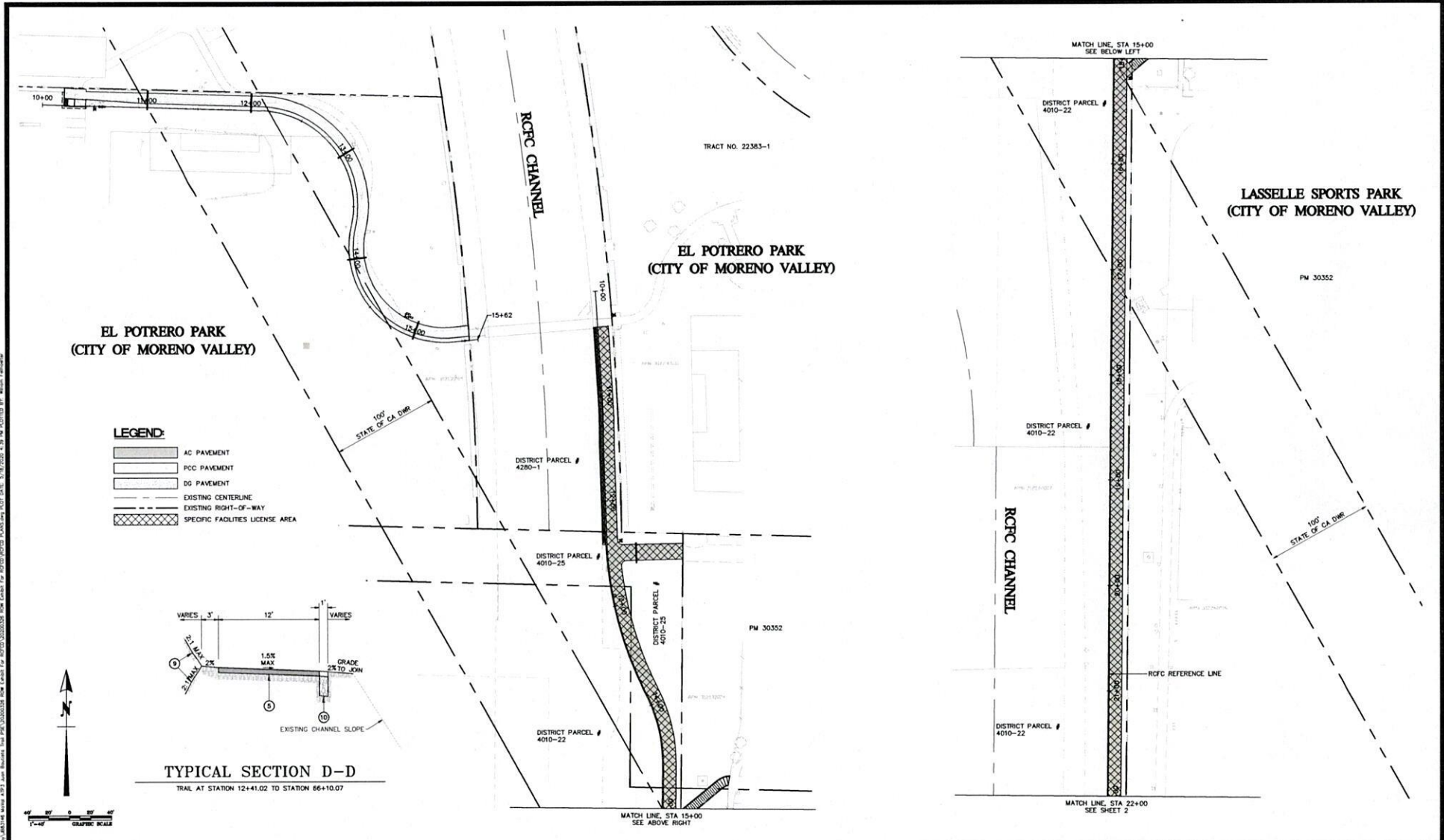
By ML Wolfe  
MICHAEL L. WOLFE  
Public Works Director/City Engineer

APPROVED AS TO FORM:

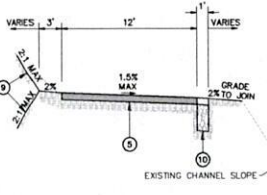
By [Signature]  
STEVE QUINTANILLA  
Interim City Attorney      Paul Early, ACA

ATTEST:  
By [Signature]  
PAT JACQUEZ-NARES  
City Clerk

License Agreement with City of Moreno Valley  
Perris Valley Channel  
Project No. 4-0-00010  
Encroachment Permit No. 3724  
AMR:blm  
05/04/2020



- LEGEND:**
- AC PAVEMENT
  - PCC PAVEMENT
  - DG PAVEMENT
  - EXISTING CENTERLINE
  - EXISTING RIGHT-OF-WAY
  - SPECIFIC FACILITIES LICENSE AREA



**TYPICAL SECTION D-D**  
TRAIL AT STATION 12+41.02 TO STATION 66+10.07

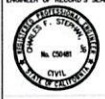


**DIGALERT**  
WE BLI RE  
011 of  
1-800-422-4133  
2 Water Bay Drive, 1st Fl  
www.call11.com

<b>BASES OF BEARINGS:</b>	<b>BECH MARK:</b>		
THE BASIS OF BEARING IS BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983, ZONE 4, CSRS (NAD83/11) 2017.00 EPOCH.	BECHMARK IS "M-31" (ELEVATION: 148.84) (FWS) (SALINE IMPERIAL COUNTY SUPERVISOR - MONROE) (MONROE CITY OF MONROE VALLEY) (DESCRIPTION: FOUND 3-3/4" ALUMINUM DISK STAMPED "MONROE COUNTY M-31 BECH APRIL 1987" FLUSH AT THE SOUTHWEST CORNER OF BRIDGE ON TOP OF SIDEWALK NEAR FACE OF CURB LOCATED AT THE CROSSING OF FERRIS BOULEVARD AND INVERNESS COUNTY FLOOD CONTROL CHANNEL, 4' WEST OF THE CENTERLINE OF FERRIS BOULEVARD AND 4.5' EAST OF CONCRETE BRIDGE BARRIER (EDGE OF BRIDGE).		
BASED ON A SURVEY BY TOM MORGAN DATED OCTOBER 11, 2018	DESIGNED BY CS	DRAWN BY WF	CHECKED BY CS
	REVISIONS	APPR DATE	



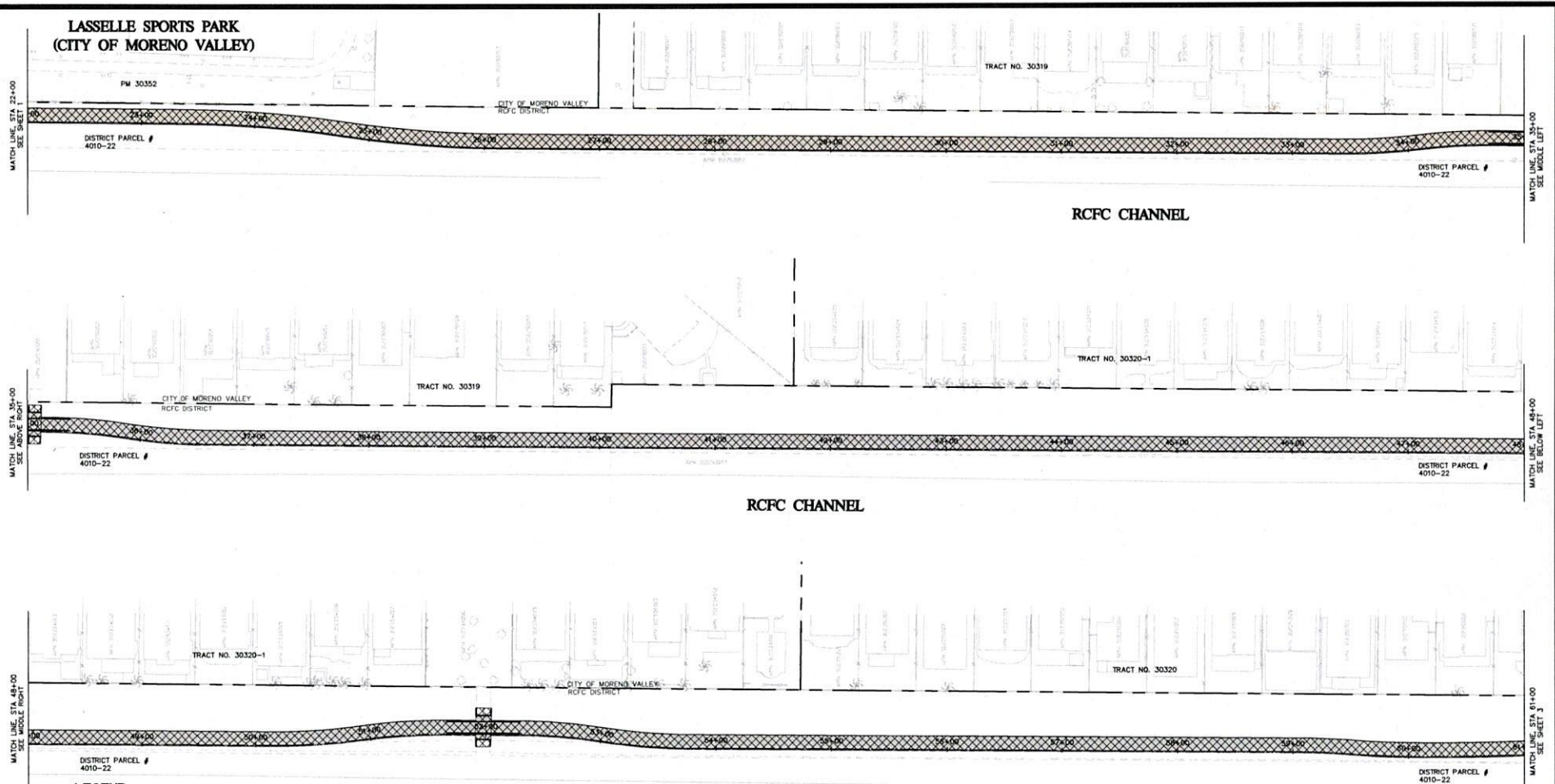
PREPARED UNDER SUPERVISION OF  
NAME: CHARLES STEPHAN DATE: 8/20/2021  
RCE: 50481  
KDA PROJECT NUMBER: J883148



**MULTI-USE TRAIL IMPROVEMENT PLAN**  
JUAN BAUTISTA DE ANZA MULTI-USE TRAIL  
RW EXHIBIT FOR RCFC  
EXHIBIT A

ACC. No. 2301-70-77-80001  
SHEET 1 OF 3  
PROJECT No. B01 0077

**LASSELLE SPORTS PARK  
(CITY OF MORENO VALLEY)**



MATCH LINE STA. 22+00  
SEE SHEET 2

MATCH LINE STA. 35+00  
SEE MIDDLE LEFT

MATCH LINE STA. 35+00  
SEE ABOVE RIGHT

MATCH LINE STA. 48+00  
SEE BELOW LEFT

MATCH LINE STA. 48+00  
SEE BELOW RIGHT

MATCH LINE STA. 61+00  
SEE SHEET 3

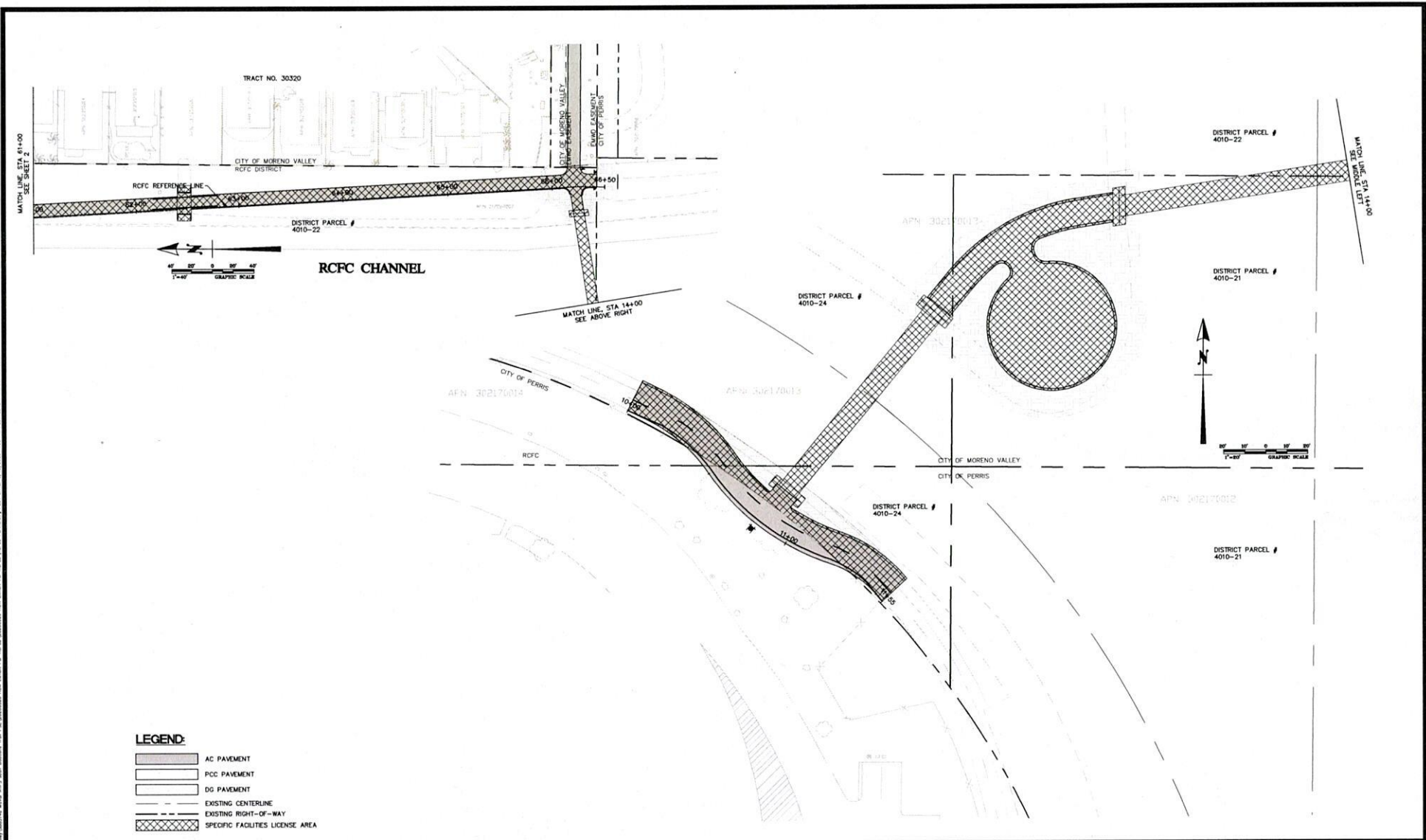
**LEGEND:**

- AC PAVEMENT
- PCC PAVEMENT
- DG PAVEMENT
- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY
- SPECIFIC FACILITIES LICENSE AREA



<p>1-800-422-4133 2 Working Days Before You Dig www.call111.com</p>	<p><b>BASES OF BEARINGS:</b> THE BASIS OF BEARING IS BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983, CORNER STATION 4, CORNER MONTECITO (1) 2017.00</p> <p><b>BENCH MARK:</b> BENCHMARK ID - W-31 ELEVATION - 1474.874 (1988) LOCATION - INDIAN COUNTY SUPERIOR - MONCROS INDIAN COUNTY SUPERIOR - MONCROS CITY OF MORENO VALLEY</p> <p><b>DESCRIPTION:</b> FOUND 3'-0" ALLUMINUM ROD STAMPED "SHERIDAN COUNTY W-31" MARCH APRIL 1997, FLUSH AT THE SOUTHWEST CORNER OF BRIDGE ON TOP OF GRADE. NEAR FACE OF CURB LOCATED AT THE CROSSING OF PERMS BOULEVARD AND INDIAN COUNTY FLOOD CONTROL CHANNEL, 45' WEST OF THE CENTERLINE OF PERMS BOULEVARD AND 4.5' EAST OF CONCRETE BRIDGE BARRIER (EDGE OF BRIDGE).</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>MARK</th> <th>REVISIONS</th> <th>APPR</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	MARK	REVISIONS	APPR	DATE						<p>PREPARED UNDER SUPERVISION OF ENGINEER OF RECORD'S SEAL</p> <p>NAME: CHARLES STEPHAN DATE: 8/30/2021 RCE: 50481</p> <p>NSA PROJECT NUMBER: 083348</p>		<p><b>MULTI-USE TRAIL IMPROVEMENT PLAN</b></p> <p><b>JUAN BAUTISTA DE ANZA MULTI-USE TRAIL</b> RW EXHIBIT FOR RCFC</p>	<p>ACC. No. 2201-70-77-00001</p> <p>SHEET 2 OF 3</p> <p>PROJECT NO. 001.0077</p>
MARK	REVISIONS	APPR	DATE												

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- LEGEND:**
- AC PAVEMENT
  - PCC PAVEMENT
  - DG PAVEMENT
  - EXISTING CENTERLINE
  - EXISTING RIGHT-OF-WAY
  - SPECIFIC FACILITIES LICENSE AREA

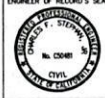


THE BASIS OF BEARINGS	BENCH MARK:
IS BASED ON CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983, ZONE 8, CSRS, NAD83(11) 2017.00 EPOCH.	BENCHMARK IS M-31 (ELEVATION: 128.874 (1985) DATUM: INVERSE COUNTY SURVEYOR - NAD83(11) 2017.00 EPOCH) FOUND 3'-3/4" ALUMINUM DISK STAMPED "THERMISE COUNTY 4-31 REZER APRIL 1987" FLUSH AT THE SOUTHWEST CORNER OF BRIDGE ON TOP OF SICKLEBUSH NEAR FACE OF CURB LOCATED AT THE CROSSING OF PERRIS ROLLWAYS AND INVERSE COUNTY FLOOD CONTROL CHANNEL, 42' WEST OF THE CENTERLINE OF PERRIS ROLLWAYS AND 4.5' (EAST OF CONCRETE BRIDGE BARRIER (EDGE OF BRIDGE)).

MARK	REVISIONS	APPR DATE
DESIGNED BY CS	DRAWN BY ME	CHECKED BY CS



PREPARED UNDER SUPERVISION OF  
  
 NAME: CHARLES STEPHAN DATE: 8/20/2021  
 PCE: 50481  
 K&A PROJECT NUMBER: JBS3146



ACC. No. 2301-70-77-80001

**MULTI-USE TRAIL IMPROVEMENT PLAN**

JUAN BAUTISTA DE ANZA MULTI-USE TRAIL  
 RW EXHIBIT FOR RCFC

SHEET 3 OF 3  
 PROJECT NO. 801 0077