

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



ITEM: 11.9  
(ID # 13613)

**MEETING DATE:**

Tuesday, October 20, 2020

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Master License Agreement and Specific Facility License Exhibits Nos. 1 and 2 Between the Riverside County Flood Control and Water Conservation District and the Valley-Wide Recreation and Parks District for the Salt Creek Trail, CEQA Exempt, District 3. [\$0]

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

1. Find that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15301, 15304(h) and 15061(b)(3);
2. Approve the Master License Agreement between the Riverside County Flood Control and Water Conservation District and the Valley-Wide Recreation and Parks District (Valley-Wide) for Salt Creek Trail, and authorize the Chairwoman of the Board to execute the same on behalf of the District;
3. Approve the attached Specific Facility License Exhibits (SFLEs) substantially to form, and authorize the General Manager-Chief Engineer to execute the SFLEs in substantially the same form as attached;
4. Authorize the General Manager-Chief Engineer to execute any and all future SFLEs, substantially in the form attached as Exhibit "C" to the Master License Agreement, subject to approval by County Counsel, associated with Valley-Wide's operation, repair, and maintenance of the multi-modal pedestrian/bicycle/equestrian or other forms of trails for public use within District owned rights of way for Salt Creek Channel, as set forth in the Master License Agreement;

**ACTION: Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

10/7/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries 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: October 20, 2020  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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5. Authorize the General Manager-Chief Engineer to terminate the Master License Agreement at his or her sole discretion in accordance with the terms and conditions in the Master License Agreement; and
6. Direct the Clerk of the Board to return two (2) executed Master License Agreements to the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Valley-Wide is funding 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 District ("Licensor") operates and maintains several flood control facilities within western Riverside County. Valley-Wide is recognized by the Riverside County Local Agency Formation Commission (LAFCO) as the primary provider of recreation services including multi-modal pedestrian/bicycle/equestrian or other forms of trails for public use within an approximately 800 square mile area in southwestern Riverside County, as shown in the attached Vicinity Map. Valley-Wide provides services to the unincorporated communities of Aguanga, French Valley, Homeland, Romoland, Sage, Valle Vista and Winchester.

The function of flood control facilities is sporadic in nature and, therefore, the District supports Valley-wide ("Licensee") using the access roads adjoining District facilities for pedestrian/bicycle/equestrian or other forms of trails for public use within District rights of way.

The District typically executes a license agreement to allow a licensee to utilize portions of the District's rights of way to maintain these projects. Since the Licensee will be operating, repairing and maintaining the trails across multiple District parcels and rights of way, District staff is requesting the approval of a Master License Agreement to cover the Licensee's use of those parcels rather than individual license agreements for each parcel. The provisions of the Master License Agreement remain uniform and, therefore, a Master License Agreement with the District will (i) improve efficiency, and (ii) reduce administrative costs associated with the execution of several license agreements. The District will issue an encroachment permit for the construction of the pedestrian/bicycle/equestrian and other forms of trails, pursuant to the conditions of approvals for each planned development. The form Specific Facility License Exhibit (SFLE), attached to the Master License Agreement as Exhibit "C", will be prepared for each District parcel that is licensed by the Licensee and will be subject to and incorporated into the Master License Agreement. Each SFLE will be modified to (i) describe the specific work to be completed and the permitted use of the parcel by Licensee, and (ii) include other terms that may

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be required for each parcel where Licensee's facilities are to operated and maintained for the Salt Creek Trail.

The attached Master License Agreement and Specific Facility License Exhibits have been approved as to form by County Counsel, and the Valley-Wide Recreation and Parks District has executed the Agreement.

**Environmental Findings**

Pursuant to CEQA, execution of the License Agreement was determined to be exempt from CEQA under State CEQA Guidelines Section 15301, Section 15304(h) and Section 15061(b)(3). Section 15301 (Class 1 Categorical Exemption) of the State CEQA Guidelines exempts licensing existing public facilities where the licensing thereof will result in negligible or no expansion of existing or former use of the facility. The creation of pedestrian trails and bicycle lanes is specifically addressed under the description of the Class 1 Categorical Exemption and as such the District has determined that the activity meets the intent of this exemption. State CEQA guidelines Section 15304 (h) (Class 4 Categorical Exemption) addresses minor alterations to public land and also specifically exempts the creation of bicycle lanes on existing rights of way. Lastly, Section 15061(b)(3), or the "common sense" exemption, applies to activities where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Master License Agreement merely identifies the standard provisions that the Licensor and the Licensee shall adhere to when the pedestrian/bike trails/equestrian or other forms of trails projects are proposed to be operated, repaired and maintained by the Licensee. Based on the details provided in the Master License Agreement, the District has determined that there is no possibility that the activity may have a significant effect on the environment.

**Impact on Residents and Businesses**

The proposed action entails no new fees, taxes or bonded indebtedness to residents or businesses. As stated previously, this Master License Agreement will improve efficiency by reducing administrative costs associated with execution of several license agreements and will ultimately (i) encourage recreational bicycle use and provide commuters a connection to surrounding businesses, parks and individual residential neighborhoods away from vehicular traffic, (ii) connect bicycle trail users to existing trail networks, (iii) relieve congestion and (iv) help reduce emissions from transportation sources and improve the safety of bicyclists and pedestrians in the local area.

**Additional Fiscal Information**

All operation, repair and maintenance costs associated with each SFLE's trail components will be borne by Valley-Wide. The operation, repair and maintenance of the existing channel will continue to be a District responsibility.


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**ATTACHMENTS:**

1. Vicinity Map
2. Master License Agreement
3. Specific Facility License Exhibit

AMR:blm  
P8/234035

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 10/14/2020

  
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Gregory V. Priamos, Director County Counsel 10/8/2020

**MASTER LICENSE AGREEMENT BETWEEN RIVERSIDE COUNTY FLOOD  
CONTROL AND WATER CONSERVATION DISTRICT  
AND VALLEY-WIDE RECREATION AND PARK DISTRICT FOR THE SALT CREEK  
TRAIL**

**1. PARTIES AND DATE**

THIS MASTER LICENSE AGREEMENT for Salt Creek Trail ("Master Agreement") is made this 20 day of October, 2020 by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, ("LICENSOR" or "DISTRICT") and the VALLEY-WIDE RECREATION AND PARK DISTRICT, a special district created pursuant to the California Public Resources Code, Sections 5780, et seq., ("LICENSEE" or "VALLEY-WIDE"). LICENSOR and LICENSEE are sometimes referred to herein individually as "PARTY" and collectively as "PARTIES."

**2. RECITALS**

2.1 Licensee. LICENSEE is the primary provider of recreation, public landscaping and park services to the unincorporated communities of Aguanga, French Valley, Homeland, Romoland, Sage, Valle Vista, and Winchester, including the cities of Hemet and San Jacinto and portions within the city of Menifee (collectively, the "LICENSEE SERVICE AREAS"), as shown in Exhibit "A", attached hereto and made a part hereof. LICENSEE's services include the maintenance of parks, landscaping, and conservation and open space areas. As part of their tract/parcel map conditions of approval, developers will be constructing an interconnected network of public-use trails within these LICENSEE SERVICE AREAS, including an approximately 16-mile long multi-purpose regional trail starting in the City of Hemet through the unincorporated community of Winchester and the City of Menifee to the City of Canyon Lake ("Salt Creek Trail"), as shown in blue on Exhibit "B", attached hereto and made a part hereof.

2.2 Licensor. LICENSOR operates and maintains certain shallow, gentle sloped and unfenced flood control and drainage facilities called the Salt Creek Channel (Project Number 4-0-00110) (hereinafter called "CHANNEL"), located in western Riverside County, and the access road adjoining the CHANNEL (hereinafter called "ACCESS ROAD"). The ACCESS ROAD is hereinafter called the "LICENSED PROPERTY." The CHANNEL and ACCESS ROAD are an essential and integral part of LICENSOR's collection and disposal system of flood and surface

waters within western Riverside County and are located within LICENSOR's existing easements and rights of way.

2.3 Maintenance. LICENSEE wishes to enter the LICENSED PROPERTY to operate, repair, and maintain the installed Salt Creek Trail located on the LICENSED PROPERTY. This may include the operation, repair, and maintenance of the following features: (1) landscape features, (2) gates, (3) signage, (4) asphalt concrete/decomposed granite or other LICENSOR-approved materials for the trails, (5) walkways, (6) irrigation systems, and (7) other features of the trails. All trail improvements are installed by third-party developers and others, with LICENSOR's approval. LICENSEE does not install them; LICENSEE only maintains them after installation.

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

### 3. TERMS

#### 3.1 Scope of License.

(a) With the exception of the trail improvements and access road subject to that certain License Agreement (Salt Creek Channel - Tract No. 32186), dated October 17, 2006, by and between LICENSEE, LICENSOR, Meniffee Village, LLC ("MENIFEE VILLAGE"), and Encinitas Management Company, LLC ("ENCINITAS MANAGEMENT") ("Tract No. 32186 Agreement"), this Master Agreement will serve as a master agreement permitting LICENSEE to operate, repair, and maintain the Salt Creek Trail, located on the LICENSED PROPERTY within the LICENSEE SERVICE AREAS.

(b) A Specific Facility License Exhibit ("SFLE"), the form of which is attached hereto as Exhibit "D", will be developed for each portion of the LICENSED PROPERTY subject to this Master Agreement and executed by the PARTIES. Each SFLE will (1) describe the specific work to be completed, (2) the use of property to be permitted, and (3) other terms that may be required for each location within the LICENSED PROPERTY where LICENSEE will be operating, repairing, and maintaining the Salt Creek Trail under this Master Agreement.

(c) Each SFLE shall be subject to the terms of this Master Agreement and shall become a part hereof upon full execution by the PARTIES.

(d) Each SFLE shall be executed by the PARTIES. The LICENSOR's General Manager-Chief Engineer shall be authorized to sign each SFLE on behalf of the LICENSOR. No SFLE provisions shall be revised without both Parties' written permission, which shall be granted in each Parties' sole discretion. Each Party reserves the right to reject any proposal in its sole and absolute discretion, or to request changes thereto prior to acceptance.

(e) Upon LICENSEE's request, the PARTIES shall terminate the Tract No. 32186 Agreement in writing and concurrently execute a SFLE for the trail improvements and access road subject to the Tract No. 32186 Agreement such that said trail improvements, and LICENSEE's obligations to operate, maintain, and repair the same, shall become subject to, and governed by, this Master Agreement; provided that, (1) MENIFEE VILLAGE and ENCINITAS MANAGEMENT have fully performed all of their obligations in the Tract No. 32186 Agreement, and (2) LICENSEE, MENIFEE VILLAGE, and ENCINITAS MANAGEMENT are not in default of any of the provisions of the Tract No. 32186 Agreement.

3.2 Grant. Subject to the terms and conditions of this Master Agreement, LICENSOR hereby grants to LICENSEE, its agents and contractors, a revocable, non-exclusive license in, on, over, under and across the LICENSED PROPERTY described in each SFLE as necessary to perform the work and for the use specified in each SFLE (the work and use described in an SFLE is a "Facility Project"), and to obtain ingress and egress to and upon said LICENSED PROPERTY for the purpose of exercising the rights, privileges and license granted herein.

3.3 Nature of Rights. The permission, rights and privileges granted hereunder are revocable, nonexclusive and nontransferable. The rights granted hereunder in this Master Agreement and in each SFLE are subject to the prior use and property rights of LICENSOR and all other licenses, covenants, conditions, restrictions, reservations, rights and easements whether of record or not. LICENSEE shall not unreasonably or materially interfere with the use by and operation and activities of LICENSOR on the LICENSED PROPERTY. LICENSEE shall not, either voluntarily or by action of law, assign or transfer this Master Agreement or any obligation, right, title or interest assumed by LICENSEE herein without the prior written consent of LICENSOR. Section 3.7 notwithstanding, if LICENSEE makes an assignment or transfer of this

Master Agreement, any SFLE or any obligation, right, title or interest herein without prior written consent of LICENSOR, LICENSOR may terminate and revoke the Master Agreement or the applicable SFLE, provided LICENSEE has received ninety (90) days advance notice of termination. In the event of a proper termination of this Master Agreement, all SFLEs shall terminate. If the assignment is of one or more SFLE(s) only, LICENSOR's rights shall be limited to termination of the applicable SFLE(s).

3.4 LICENSED PROPERTY "As Is". LICENSEE accepts the LICENSED PROPERTY in its "as is" condition, with all faults. LICENSEE acknowledges and agrees that LICENSEE is entering the LICENSED PROPERTY under this Master Agreement and into each SFLE based on LICENSEE's own investigations and knowledge of the LICENSED PROPERTY and that, except as otherwise specifically stated in this Master Agreement and each SFLE, neither LICENSOR nor any agent of LICENSOR, has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of the LICENSED PROPERTY or the suitability of the LICENSED PROPERTY for any particular purpose or use, including, without limitation, any representations or warranties regarding the applicability or non-applicability of any laws, the soil or subsoil, surface or subsurface conditions, topography, possible Hazardous Materials contamination, fill, drainage, access to public roads, availability of utilities, existence of underground storage tanks, applicability of or compliance with any Environmental Law or any other matter of any nature whatsoever. LICENSOR is not responsible for damage to or loss by theft of LICENSEE's property located in, on or under the LICENSED PROPERTY.

3.5 Use. LICENSEE shall use the LICENSED PROPERTY solely for that use described in each SFLE and shall not use it for any other purpose unless approved in writing by LICENSOR. No change shall be made by LICENSEE in the use of the LICENSED PROPERTY as described in each SFLE without LICENSOR's prior written approval.

3.6 Changes to Licensed Property. Should LICENSEE's operation, repair, or maintenance obligations herein in any way cause or necessitate modifications to the LICENSED PROPERTY, beyond routine repair and maintenance, LICENSEE shall be responsible for performing said modifications ("MODIFICATIONS") at its sole cost and expense. The plans for said MODIFICATIONS shall be approved in writing by LICENSOR prior to the commencement of the MODIFICATIONS, and once completed, the MODIFICATIONS shall be inspected by



LICENSOR and, if satisfied with the condition of the MODIFICATIONS, LICENSOR shall accept the MODIFICATIONS in writing. LICENSEE shall not damage and shall protect LICENSED PROPERTY, including all improvements and the natural resources thereon, at all times at LICENSEE's sole cost and expense, and LICENSEE may not commit or create, or suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon LICENSED PROPERTY.

3.7 Term and Termination of License

(a) Term. This Master Agreement shall commence on the date this Master Agreement is fully approved and executed by the PARTIES and continue for so long as LICENSED PROPERTY is used for the permitted purposes unless terminated pursuant to the terms and conditions in Section 3.7(b) herein.

(b) Termination for Cause.

(i) The LICENSOR reserves the right to immediately terminate this Master Agreement, or any one SFLE granted, and any encroachment permit issued thereto if LICENSOR's General Manager-Chief Engineer determines that LICENSEE's or the public's use of LICENSED PROPERTY is not compatible with the primary flood control purpose or function of LICENSOR's facilities. LICENSOR shall provide notification of such termination in writing and shall specify the effective date thereof.

(ii) LICENSOR shall have the right to terminate this Master Agreement, or any one SFLE granted, and any encroachment permit issued thereto, and shall have no obligation to reimburse LICENSEE for any of its improvements to LICENSED PROPERTY, under the following circumstances: In the event of a default by LICENSEE of any term or provision of this Master Agreement, which acts of LICENSEE shall include, but not be limited to, the failure by LICENSEE to perform any obligation under this Master Agreement, provided LICENSEE has received written notice of default and LICENSEE has failed to cure the default within ninety (90) days of its receipt of said notice, unless otherwise agreed upon by the PARTIES. In the event that LICENSEE has failed to cure the default as prescribed herein, then LICENSOR shall have the right to immediately terminate this Master Agreement, or any

applicable SFLE, for cause by providing notification of such termination in writing and specifying the effective date thereof.

(c) Termination without Cause. LICENSEE shall have the right to terminate this Master Agreement, or any one SFLE granted, and any encroachment permit issued thereto, for any reason whatsoever, in which case LICENSEE shall provide a minimum of sixty (60) day advance written notice to LICENSOR of such termination with the effective date of said termination.

(d) Termination for Abandonment. In the event that LICENSEE shall abandon the use of the LICENSED PROPERTY, or any portion thereof, for the permitted purposes described herein or in the applicable SFLE, the Master Agreement (in the case of abandonment of the entire LICENSED PROPERTY) and the applicable SFLE (in the case of abandonment of a portion of the LICENSED PROPERTY) shall expire and terminate upon the expiration of six (6) months following LICENSEE's abandonment of the said property, in which case LICENSOR shall provide written notice to LICENSEE of termination for abandonment with the effective date of said termination.

3.8 Relocation. In the event that LICENSOR determines in its sole but good faith discretion that it requires the LICENSED PROPERTY subject to any SFLE hereunder for a public project ("Required Property"), LICENSOR shall notify LICENSEE of the same, and shall make available to LICENSEE a reasonable relocation area sufficient for relocation of the Facility Project, provided that LICENSOR determines that it has such an area available. In such case, the PARTIES shall amend or terminate the applicable SFLE to remove the Required Property and shall enter into a new or amended SFLE for the new property onto which the affected Facility Project shall be relocated. If LICENSOR does not have property available for such relocation, notwithstanding any other provision of this Master Agreement, and in addition to its rights set forth in Section 3.7 above, LICENSOR shall have the right to terminate the applicable SFLE.

3.9 Maintenance and Repair. LICENSEE shall, at its own cost and subject to the written approval of LICENSOR's General Manager-Chief Engineer, or his or her designee, repair and maintain the parts of a Facility Project and LICENSED PROPERTY so that they will not at any time be a source of danger to or interference with (a) the present or future roadbed and

property of, or managed by, LICENSOR, or (b) any other activities on the LICENSED PROPERTY.

3.10 Tests and Inspections. LICENSOR shall have the right at any time to inspect the LICENSED PROPERTY and any Facility Project so as to monitor compliance with this Master Agreement. If, in LICENSOR's sole judgment, any LICENSEE-caused installation or condition on, or LICENSEE's or public's use of, the LICENSED PROPERTY has been determined by LICENSOR to have an adverse effect on the LICENSED PROPERTY (whether or not owned by LICENSOR) or LICENSOR's operations, LICENSOR shall be permitted to conduct any tests or assessments, including, but not limited to, environmental assessments, of, on or about the LICENSED PROPERTY and a Facility Project, as it determines to be necessary or useful to evaluate the condition of the LICENSED PROPERTY and a Facility Project. LICENSEE shall cooperate with LICENSOR in any tests or inspections deemed necessary by LICENSOR. LICENSEE shall pay or reimburse LICENSOR, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter within thirty (30) days of a request for payment.

3.11 Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect insurance as required by LICENSOR in the amounts and coverage specified and issued by insurance companies as described in Exhibit "C" attached hereto and incorporated herein by reference. Prior to (i) entering the LICENSED PROPERTY or (ii) performing any work or maintenance on the Facility Project, LICENSEE shall furnish LICENSOR with the insurance endorsements and certificates in the form and amounts specified in Exhibit "C", evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder. LICENSOR reserves the right to review and change the amount and type of insurance coverage it requires in connection with this Master Agreement or the work to be performed on the Facility Project. A program of self-insurance shall be an acceptable alternative to satisfy the insurance provisions required under this Master Agreement.

3.12 Indemnity.

(a) Indemnification by LICENSEE.

(i) LICENSEE shall indemnify, defend and hold harmless LICENSOR, its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively "LICENSOR 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 LICENSEE'S maintenance use of and responsibilities in connection with the LICENSED PROPERTY or from the public use of the LICENSED PROPERTY, including, but not limited to, property damage, liens, bodily injury or death. 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, LICENSOR Indemnified Parties in any claim or legal action based upon such alleged acts or omissions. LICENSEE has no obligation under this section to indemnify LICENSOR Indemnified Parties for claims arising from the negligence or willful misconduct of a LICENSOR Indemnified Party.

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

(iii) 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 the LICENSOR Indemnified Parties to the fullest extent allowed by law.

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

(b) Indemnification by LICENSOR.

(i) LICENSOR shall indemnify, defend and hold harmless LICENSEE, its directors, officers, Board of Directors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively "LICENSEE Indemnified Parties") from any liability whatsoever, based or asserted upon any act or omission of LICENSOR, its officers, employees, subcontractors, agents or representatives arising from the CHANNELS or from LICENSOR'S use of the LICENSED PROPERTY, including, but not limited to, property damage, liens, bodily injury or death. LICENSOR 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, LICENSEE Indemnified Parties in any claim or legal action based upon such alleged acts or omissions. LICENSOR has no obligation under this section to indemnify LICENSEE Indemnified Parties for claims arising from the negligence or willful misconduct of a LICENSEE Indemnified Party.

(ii) With respect to any action or claim subject to indemnification herein by LICENSOR, LICENSOR 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 LICENSEE; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSOR's indemnification to LICENSEE Indemnified Parties as set forth herein. LICENSOR's obligation hereunder shall be satisfied when LICENSOR has provided to LICENSEE Indemnified Parties the appropriate form of dismissal relieving LICENSEE Indemnified Parties from any liability for the action or claim involved.

(iii) 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 LICENSOR from indemnifying the LICENSEE Indemnified Parties to the fullest extent allowed by law.

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

3.13 Assumption of Risk and Waiver. LICENSEE shall waive any claim against LICENSOR for damages to Facility Project resulting from LICENSOR's customary operation and maintenance activities performed within LICENSED PROPERTY or its appurtenant works, including, but not limited to, any natural calamity, act of God or any cause or conditions beyond the control of LICENSOR, save and except damages resulting from LICENSOR's negligence or willful misconduct.

3.14 Defense. 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 Master Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Master 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 equally share the cost of mediation.

3.15 Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the termination or cessation of this Master Agreement in any manner shall survive the termination of this Master Agreement, including without limitation, each Facility Project, and all obligations concerning the condition of each portion of the LICENSED PROPERTY.

3.16 Assignment. This Master Agreement and the license granted herein are personal to LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this Master Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of LICENSOR, which may be withheld in LICENSOR's sole and absolute discretion provided consent shall not be unreasonably delayed, conditioned or withheld. Any assignment made without prior written consent by LICENSOR shall be void and without effect and give LICENSOR the right to immediately terminate this Master Agreement pursuant to the terms and conditions in Section 3.7(b)(ii) herein.

3.17 Condemnation. In the event all or any portion of the LICENSED PROPERTY shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive compensation (if any) only for the taking of and damage to the Facility Project. Any other compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to LICENSOR.

3.18 Restoration of LICENSED PROPERTY; Claims for Costs. Upon the termination, revocation or cessation of this Master Agreement or any or all SFLE in any manner provided in this Master Agreement, LICENSEE, upon demand of LICENSOR, and at LICENSEE's own cost and expense, shall abandon the applicable Facility Project and restore the Facility Project and LICENSED PROPERTY to substantially the same condition in which they were immediately prior to the start of LICENSEE'S maintenance of the Facility Project thereunder, reasonable wear and tear excepted, unless the PARTIES otherwise agree that restoration is not to be done or not necessary. In no event shall LICENSEE have any claim against LICENSOR for any of the costs of operating, repairing, or maintaining the Facility Project or of restoring it and the LICENSED PROPERTY to their prior condition. In case LICENSEE shall fail to restore LICENSED PROPERTY as aforesaid within one hundred eighty (180) days after the effective date of said termination, revocation, or cessation, LICENSOR may proceed with such work at the expense of LICENSEE or may assume title and ownership of the Facility Project facilities and appurtenances, if any, and any other property of LICENSEE located on the LICENSED PROPERTY. No termination hereof shall release either Party from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility Project and LICENSED PROPERTY are restored.

3.19 Notice. Any notice hereunder to be given by one PARTY to the other PARTY shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed as specified below. Either LICENSOR or LICENSEE may change its address for the receipt of notice by giving written notice thereof to the other PARTY of such change.

TO LICENSOR:  
Riverside County Flood Control and  
Water Conservation District  
Attention: Chief of Operations and  
Maintenance Division

TO LICENSEE:  
Valley-Wide Recreation and Park  
District  
Attn: Dean Wetter  
901 W. Esplanade Avenue

1995 Market Street  
Riverside, CA 92501

San Jacinto, CA 92582

3.20 Nondiscrimination. LICENSEE certifies and agrees that all persons employed thereby and any contractors retained thereby with respect to the LICENSED PROPERTY and any Facility Project are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

3.21 Further Acts. LICENSEE agrees, at LICENSEE's sole expense, to perform any further acts, and to execute and deliver in recordable form any documents, which may be reasonably necessary to carry out the provisions of this Master Agreement, including, at LICENSOR's sole discretion, the relocation of any Facility Project and the license granted by this Master Agreement. Any order by LICENSOR for relocation of any Facility Project shall be in accordance with Section 3.8 of this Master Agreement.

3.22 Non-Exclusive License. The license granted by this Master Agreement is not exclusive and LICENSOR specifically reserves the right to grant other licenses within the vicinity of any Facility Project, provided that any such licenses shall not unreasonably interfere with LICENSEE's use of the LICENSED PROPERTY.

3.23 Severability. If any term, covenant, condition or provision of this Master Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this Master Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.24 Entire Agreement. This Master Agreement, the Exhibits incorporated hereto, and each subsequently executed and incorporated SFLE constitute the entire agreement between LICENSOR and LICENSEE with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between the PARTIES with respect to the items set forth herein.



3.25 Governing Law and Venue. This Master Agreement shall be governed by the laws of the State of California and venue shall be set in the County of Riverside.

**[SIGNATURES ON FOLLOWING PAGES]**

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

October 20, 2020

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By J. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer

By Karen S. Spiegel  
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 Synthia M. Gunzel  
SYNTHIA M. GUNZEL, *clerk*  
Deputy County Counsel

By Priscilla Passo  
Deputy

(SEAL)



Master License Agreement w/ Valley-Wide Recreation and Park District  
09/01/2020  
AMR:blm

**VALLEY-WIDE RECREATION AND PARK DISTRICT**

By 

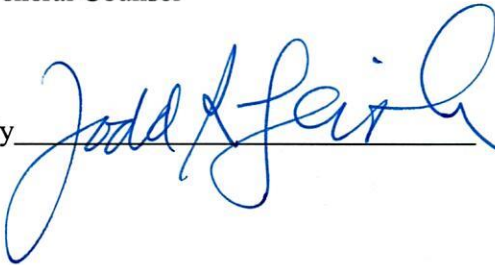
DEAN WETTER  
General Manager

APPROVED AS TO FORM:

ATTEST:

BEST BEST & KRIEGER LLP  
General Counsel

CLERK OF THE BOARD

By 

By   
LANAY NEGRETE

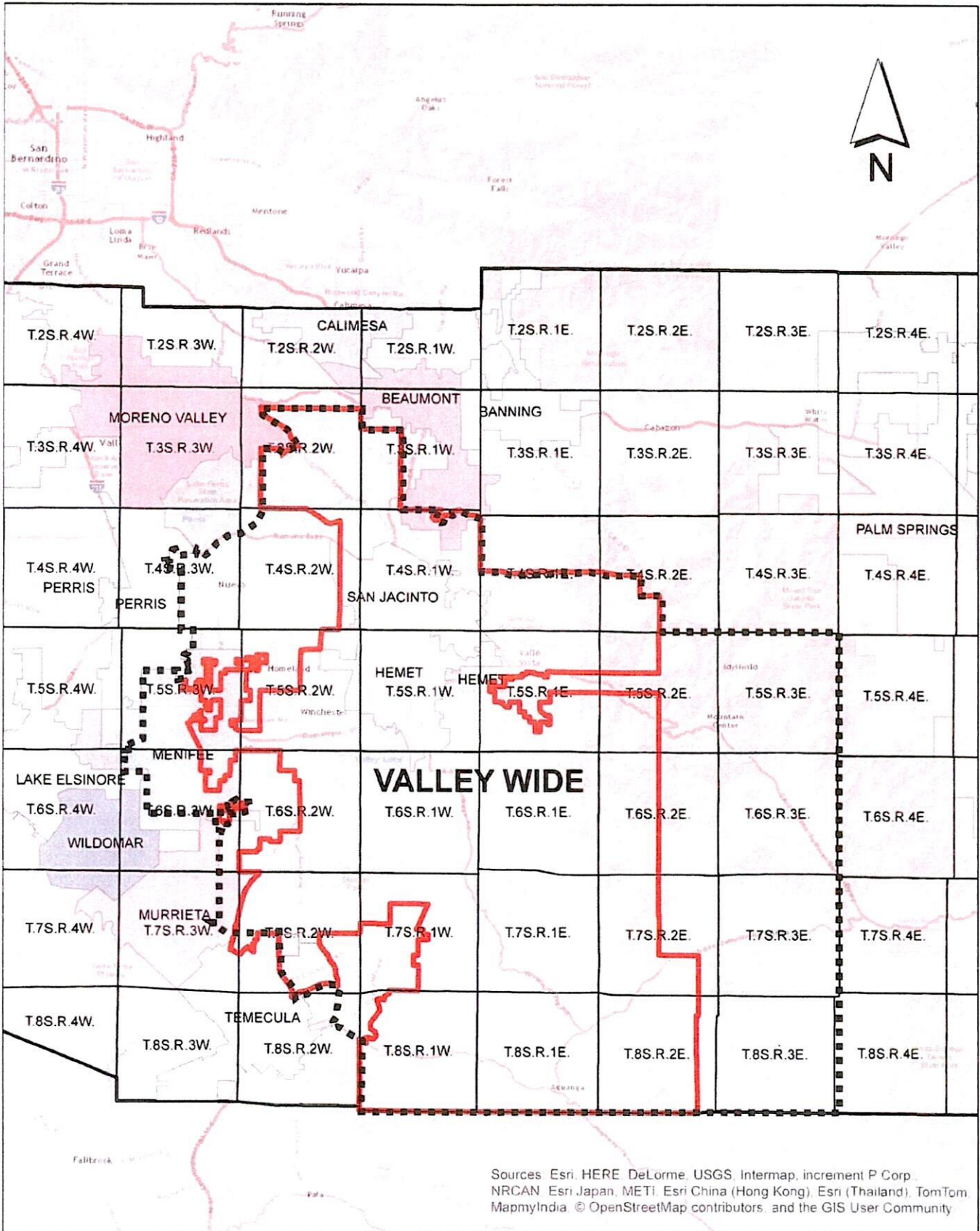
(SEAL)

Master License Agreement w/ Valley-Wide Recreation and Park District  
09/01/2020  
AMR:blm

**EXHIBIT "A"**  
**LICENSEE SERVICE AREAS**

[attached on following page]

# Valley-Wide Recreation & Park District Boundaries



**EXHIBIT "B"**

**SALT CREEK TRAIL**

[attached on following page]

**EXHIBIT "B"**

**16 MILE SALT CREEK TRAIL**



**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

[attached on following page]



## EXHIBIT C

### DISTRICT's Insurance Requirements are as follows:

As a condition to this Master Agreement, without limiting or diminishing VALLEY-WIDE's obligation to indemnify or hold DISTRICT harmless, VALLEY-WIDE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Master Agreement. As respects to the insurance section only, the "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 VALLEY-WIDE has employees as defined by the State of California, VALLEY-WIDE 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. 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 VALLEY-WIDE's performance of its obligations hereunder. Policy shall name the

## EXHIBIT C

DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Master Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If VALLEY-WIDE's vehicles or mobile equipment are used in the performance of the obligations under this Master Agreement, then VALLEY-WIDE 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 Master Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. General Insurance Provisions – All Lines:

1. 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 an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the 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.
2. VALLEY-WIDE must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the

## EXHIBIT C

prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Master Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, VALLEY-WIDE's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Master Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. VALLEY-WIDE shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the 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 a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If VALLEY-WIDE's insurance carrier(s) policies do not meet the minimum notice requirement found herein, VALLEY-WIDE

## EXHIBIT C

shall cause VALLEY-WIDE's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Master 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. 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. *VALLEY-WIDE shall not commence entry onto the LICENSED PROPERTY 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 Exhibit B. 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 VALLEY-WIDE's contractors and subcontractors, at any time.*
5. It is understood and agreed by the parties hereto that VALLEY-WIDE's insurance shall be construed as primary insurance, and DISTRICT's

## EXHIBIT C

insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If, during the term of this Master Agreement or any extension thereof, there is a material change in the scope of work or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Master Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Master Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by VALLEY-WIDE has become inadequate.
7. VALLEY-WIDE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Master Agreement.
8. The insurance requirements contained in this Master Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
9. VALLEY-WIDE 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 Master Agreement.

**EXHIBIT "D"**

**SAMPLE SPECIFIC FACILITY LICENSE EXHIBIT**

[attached on following page]

DRAFT

**Sample Specific Facility License Exhibit No. X:**

**For Facility Project No.**

**Facility Project Title:**

This Specific Facility License ("SFLE") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Riverside County Flood Control and Water Conservation District ("LICENSOR") and \_\_\_\_\_ ("LICENSEE"), pursuant to the provisions of that certain Master License Agreement dated \_\_\_\_\_, 20\_\_\_\_, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SFLE.

**1. FACILITY PROJECT DESCRIPTION AND USE.**

[To be completed]

**2. LICENSED PROPERTY LOCATION AND DURATION OF WORK.**

The work to be performed in connection with the Facility Project shall be performed at **[insert address and/or APN #]**. The Facility Project shall commence no later than \_\_\_\_\_, and shall be completed no later than \_\_\_\_\_ unless the Parties agree to amend such commencement and completion dates.

**3. TERMINATION OF PREVIOUS CONTRACTS.**

[To be completed]

**4. PERSONNEL.**

The Facility Project will be performed or constructed by the LICENSEE. The LICENSEE's representative responsible for the Facility Project can be contacted at:

5. **INDEMNITY AND INSURANCE REQUIREMENTS.**

LICENSEE shall fully comply with all terms and obligations contained within the Master Agreement, which are incorporated herein by this reference, including all insurance and indemnity requirements.

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**[SIGNATURES ON FOLLOWING PAGES]**



**IN WITNESS WHEREOF**, LICENSEE acknowledges that it understands and agrees to all of the above terms in this SFLE on the day and year first above written.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

**VALLEY-WIDE RECREATION AND  
PARK DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DEAN WETTER  
General Manager