

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



ITEM: 11.2
(ID # 18432)

MEETING DATE:
Tuesday, March 22, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of License Agreement Between the Riverside County Flood Control and Water Conservation District and the State of California, Department of Water Resources for Temescal Canyon Lake Stream Gauge Station, Encroachment Permit No. 3952, CEQA Exempt, District 2. [\$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 Section 15301 and Section 15061(b)(3);
2. Approve the License Agreement ("License Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and the State of California, Department of Water Resources;
3. Authorize the current Chair of the District's Board of Supervisors to execute the License Agreement on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) executed originals of the License Agreement to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/9/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: March 22, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment: No	
Not Applicable			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside Flood Control and Water Conservation District ("District") owns, operates and maintains several flood control facilities within the city of Corona. The District ("Licensor") supports the State of California, Department of Water Resources ("Licensee") utilizing the Licensor's facility identified as District Parcel Number 2051-110A (Riverside County Assessor's Parcel Nos. 107-070-035 and 107-070-030) to install a stream gauge system ("Stream Gauge") in accordance with the Sustainable Groundwater Management Act ("SGMA") adopted by Licensee on September 16, 2014. The primary objective of Licensee's stream gauging effort under SGMA is to deploy a network of stream gauges in high and medium priority lakes and basins to reduce the data gap in the existing stream gauge network. The improved network would provide essential data needed to improve water management and to help protect fish and wildlife. The Stream Gauge will monitor water levels, collect data for analysis of groundwater recharge, and monitor flooding in the Temescal Canyon Lake within District owned rights of way.

Subject to the provisions of this License Agreement, Licensor desires to accommodate Licensee's request for permission to enter upon Licensor's facilities for the installation, operation, and maintenance of Stream Gauge located within Licensor's facilities to monitor water levels and collect groundwater data.

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

Environmental Findings

Pursuant to CEQA, execution of the License Agreement was determined to be exempt from CEQA under State CEQA Guidelines Sections 15301 and 15061(b)(3). Section 15301 (Class 1 Categorical Exemption) of the 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 installation and maintenance of Licensee's Stream Gauge within Licensor's existing public facility is covered 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. 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

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effect on the environment. The License Agreement merely identified the standard provisions that the District and Licensee shall adhere to when the projects are proposed by Licensee. Based on the details provided in the 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.

ATTACHMENTS:

1. Vicinity Map
2. License Agreement

AK:blm
P8/239620



Jason Farin, Principal Management Analyst 3/14/2022

LICENSE AGREEMENT

Temescal Canyon Lake Stream Gauge Station
Encroachment Permit No. 3952

This License Agreement ("License") dated as of March 22, 2022 is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic, ("LICENSOR") and State of California, Department of Water Resources, a state agency ("LICENSEE"). LICENSOR and LICENSEE are hereinafter collectively referred to as the "Parties" or individually as "Party".

RECITALS

A. LICENSOR is the owner of certain real property located in an incorporated area of western Riverside County identified as District Parcel Number 2051-110A (Riverside County Assessor's Parcel No. 107-070-035 and 107-070-030), hereinafter called "PROPERTY". Said PROPERTY is shown in concept in green on Exhibit "A" attached hereto and made part hereof. LICENSOR has an existing facility as shown on District Drawing Nos. 2-0195A and 2-0195B and is shown in concept in red on Exhibit "A" ("LICENSOR FACILITY") within the PROPERTY; and

B. LICENSEE desires to install a stream gauge station at the proposed location within PROPERTY ("STREAM GAUGE") as shown in concept on Exhibit "B", attached hereto and made a part hereof, in accordance with the Sustainable Groundwater Management Act (SGMA) adopted by LICENSEE on September 16, 2014. The primary objective of LICENSEE's stream gaging effort under SGMA is to deploy a network of stream gauges in high and medium priority lakes and basins to reduce the data gap in the existing stream gauge network. The improved network would provide essential data needed to improve water management and to help protect fish and wildlife. The purpose of STREAM GAUGE is to (i) monitor water levels, (ii) collect data for analysis of groundwater recharge, and (iii) monitor flooding in the Temescal Canyon Lake; and

C. STREAM GAUGE will consist of monitoring equipment housed in a 30in. x 30in. x 10in. steel National Electrical Manufacturers Association (NEMA) box on the bank of the lake. The box will be mounted on two (2) inches in diameter galvanized iron pipes embedded in a hole approximately eight (8) inches in diameter by two (2) feet deep, filled with concrete. A satellite, a GPS antenna and solar panels will be attached to the NEMA box as reflected on the design plan diagram for a bubbler station as shown in concept on Exhibit "C", attached hereto and made a part hereof. A conduit will run from the NEMA box into the lake to measure stage height; and

D. Subject to the provisions of this License, LICENSOR desires to accommodate LICENSEE's request for permission to enter upon PROPERTY for the installation, operation, and maintenance of STREAM GAUGE located within PROPERTY.

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

AGREEMENT

1. Grant of License/Right of Entry. LICENSOR hereby grants to LICENSEE and its agents, employees and contractors a revocable, non-exclusive license to enter onto PROPERTY for the purpose of installing, operating, and maintaining STREAM GAUGE and for no other purpose.

2. Access and Maintenance of STREAM GAUGE. After initial installation, LICENSEE shall perform the following:

- A. Work with Elsinore Valley Municipal Water District to develop a rating curve to estimate flow into the lake based on stage height. The data collected from the station will be available publicly through the California Data Exchange and the Water Data Library and shared with local agencies if requested; and
- B. Conduct routine maintenance and repairs of STREAM GAUGE, and manually download data for verification purposes, up to six times in a

year; and

- C. Maintain record of all PROPERTY access and maintenance; and
- D. Provide to LICENSOR, a summarized annual report tracking the dates and associated actions performed by LICENSEE on PROPERTY. LICENSEE shall submit the report annually no later than June 30 of each year.

3. Successors and Assigns. This License shall be binding upon LICENSEE, and its successors and assigns.

4. Term. The term of this License shall commence on the date this License is executed by all Parties hereto and shall continue thereafter, unless and until terminated in accordance with the provisions of Section 5 below.

5. Termination.

- A. This License may be terminated without cause by either Party upon thirty (30) days advance written notice; or
- B. At any time during the term of this License, LICENSOR may, upon five (5) days written notice, terminate this License if LICENSEE refuses or fails to comply with the provisions of this License; or
- C. At any time during the term of this License, LICENSEE may, upon five (5) days' written notice, terminate this License, if LICENSOR orders any remediation, pursuant to Section 7.A. below, which LICENSEE, in its sole discretion, believes would render the purpose of the License moot or close enough thereto to destroy the value of the License to LICENSEE; or
- D. Upon the termination of this License, LICENSOR may remove STREAM GAUGE.

6. Consideration. As consideration for the rights granted by this License,

LICENSEE agrees to maintain STREAM GAUGE located on LICENSOR FACILITY PROPERTY and ensure STREAM GAUGE shall not, in any way whatsoever, impair PROPERTY primary flood control purpose and function or otherwise unreasonably interfere with or adversely affect LICENSOR's ability to operate, maintain, repair or reconstruct PROPERTY or any of its appurtenant works.

7. Remediation.

- A. LICENSEE shall remove, at its sole cost and expense, any elements of STREAM GAUGE (and any associated improvements within PROPERTY) within thirty (30) days of receipt of written notice to remediate from LICENSOR, should LICENSOR, at its sole discretion, determine that such elements of STREAM GAUGE or their associated use are incompatible with the operation and maintenance of STREAM GAUGE. Should LICENSEE fail to perform all necessary work as directed by the LICENSOR within thirty (30) days of receipt of written notice from LICENSOR, LICENSOR reserves the right to terminate this License.
- B. If in the opinion of LICENSOR's General Manager-Chief Engineer, LICENSEE's use of PROPERTY may cause or contribute to a safety hazard, or any other matter of substantial concern to LICENSOR, LICENSOR reserves the right to require remediation and if remediation is unsuccessful, to terminate this License.

8. Liens. LICENSEE shall not permit to be placed against PROPERTY or any part thereof, any design professionals', mechanics', material man's, contractors' or subcontractors' liens with the regard to LICENSEE's actions upon PROPERTY. LICENSEE agrees to hold LICENSOR harmless for any loss or expense, including reasonable attorneys' fee, arising from

any such liens which might be filed against PROPERTY.

9. Damage or Destruction. LICENSOR has no obligation to reimburse LICENSEE for the loss of or damage to STREAM GAUGE or to restore STREAM GAUGE in the event of such loss or damage, unless such loss or damage is the result of the willful misconduct of LICENSOR, its employees, subcontractors, agents or representatives.

10. Compliance with Laws. LICENSEE shall, in all activities undertaken pursuant to this License, comply and cause its contractors, agents, and employees to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees.

11. Indemnification. LICENSEE shall indemnify and hold harmless the Riverside County Flood Control and Water Conservation District and the County of Riverside, its agencies, districts, special districts and departments, and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives ("Indemnified Parties") from any liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, employees, contractors, subcontractors, agents or representatives arising out of or in any way related to (i) LICENSEE's use and responsibilities in connection therewith, of PROPERTY or the condition thereof, or (ii) LICENSEE's failure to comply with the requirements of this License, including, but not limited to, property damage, bodily injury, or death or any other element of any kind or nature whatsoever. LICENSEE shall pay all reasonable costs and fees including, but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards.

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 LICENSOR; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE's indemnification to the Indemnified

Parties as set forth herein. LICENSEE's obligation hereunder shall be satisfied when LICENSEE has provided to the Indemnified Parties the appropriate form of dismissal relieving the Indemnified Parties from any liability for the action or claim involved. The specified insurance limits required in this License shall in no way limit or circumscribe LICENSEE's obligations to indemnify and hold harmless the 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 the Indemnified Parties to the fullest extent allowed by law.

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

12. Insurance. DWR is self-insured per Exhibit D, attached hereto and made a part hereof. In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

13. The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California

Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of

14. California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

A. Workers' Compensation. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to County, or certification to County that DWR is self-insured or exempt from the workers' compensation laws of the State of California. DWR shall provide County with Exhibit "C," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.

15. Inspection. LICENSOR and its representatives, employees, agents or independent contractors may enter and inspect PROPERTY or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify LICENSEE's compliance with the terms and conditions of this License.

16. Not Real Property Interest. 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 PROPERTY to LICENSEE.

17. Subordination. This License is subordinate to all prior and future rights of LICENSOR in PROPERTY and the use of PROPERTY for the purposes in which it was

acquired.

18. Protection and Restoration of Property. LICENSEE shall strictly adhere to the following restrictions:

- A. LICENSEE may not place or dump garbage, trash or refuse anywhere upon or within PROPERTY; and
- B. LICENSEE may not commit or create, or suffer to be committed or created any waste, hazardous condition and/or nuisance to occur upon PROPERTY; and
- C. LICENSEE may not disturb, move or remove any rocks or boulders upon PROPERTY, except for the elimination of safety hazards, without first obtaining written permission by LICENSOR; and
- D. LICENSEE must exercise due diligence in the protection of PROPERTY against damage or destruction by fire, vandalism or other cause; and
- E. Upon the termination or revocation of this License, but before its relinquishment to LICENSOR, LICENSEE shall, at its own cost and expense, remove any unused items generated by its use and PROPERTY shall be left in a neat condition. LICENSEE agrees not to damage PROPERTY in the process of performing the permitted activities.

19. Public Safety. LICENSEE shall, or cause its contractors or subcontractors to, take any and all other necessary and reasonable steps to protect the public from harm due to the work performed on PROPERTY under this License.

20. Waiver. Any waiver by LICENSOR of any breach of any one or more of the terms of this License shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of LICENSOR to require exact, full and complete compliance with any terms of this License shall not be construed as in any manner

changing the terms hereof or estopping LICENSOR from enforcement hereof.

21. Notices. Any and all notices sent or required to be sent to the parties of this License 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: Contract Services	STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES 770 Fairmount Ave., Ste. 200 Glendale, CA 91203 Attn: Mike Weil
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Either Party hereto may from time to time change its mailing address by written notice to the other Party.

22. Entire Agreement. This License is the result of negotiations between the parties hereto. The parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this License (including any Exhibits hereto) contains the entire agreement of the parties, and that the terms of this License are contractual and not a mere recital. This License supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any ambiguity in the License or any of its provisions shall not be interpreted against LICENSOR because LICENSOR prepared this License in its final form.

23. Warranty of Authority. 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 and the attendant documents provided for herein, and this License and said additional documents are, accordingly, binding on said person or entity.

24. Assignment. LICENSEE may assign the rights, interests and obligations granted in this License provided prior written consent has been obtained by LICENSOR. Upon assignment, LICENSEE shall notify new Party in interest (the "ASSIGNEE" or "SUCCESSOR") of the rights and obligations contained within this License and any such ASSIGNEES and

SUCCESSORS shall be bound by the terms and conditions contained herein.

25. Choice of Law/Jurisdiction/Severability. This License is to be governed and construed by the laws of the State of California. If any provision of this License 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 extent possible.

Any legal action, in law or in equity related to the performance or interpretation of this License shall be filed only in the Superior Court of the State of California located in the County of Riverside, California, and the parties waive any provisions of law providing for a change of venue to another location. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

26. Third Party Beneficiary. This License is made for the benefit of the parties to this License and their respective successors and assigns, and except as provided in Section 24, no other persons or entity may have or acquire any right by virtue of this License.

27. Modification. This License shall not be changed, modified, or amended except upon the written consent of the parties hereto.

28. Counterparts. 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. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an

electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

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


March 22, 2022

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT**, a body corporate and politic

By 
JASON E. UHLEY
General Manager-Chief Engineer

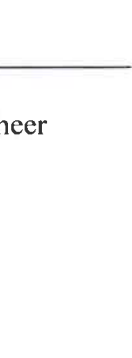
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

~~GREGORY P. PRIAMOS~~
County Counsel

KECIA R. HARPER
Clerk of the Board

By 
RYAN YABKO
Deputy County Counsel

By 
Deputy

License Agreement with State of California, Department of Water Resources
Temescal Canyon Lake Stream Gauge Station
Encroachment Permit No. 3952
08/11/21
AK:blm

**STATE OF CALIFORNIA, DEPARTMENT
OF WATER RESOURCES**, a state agency

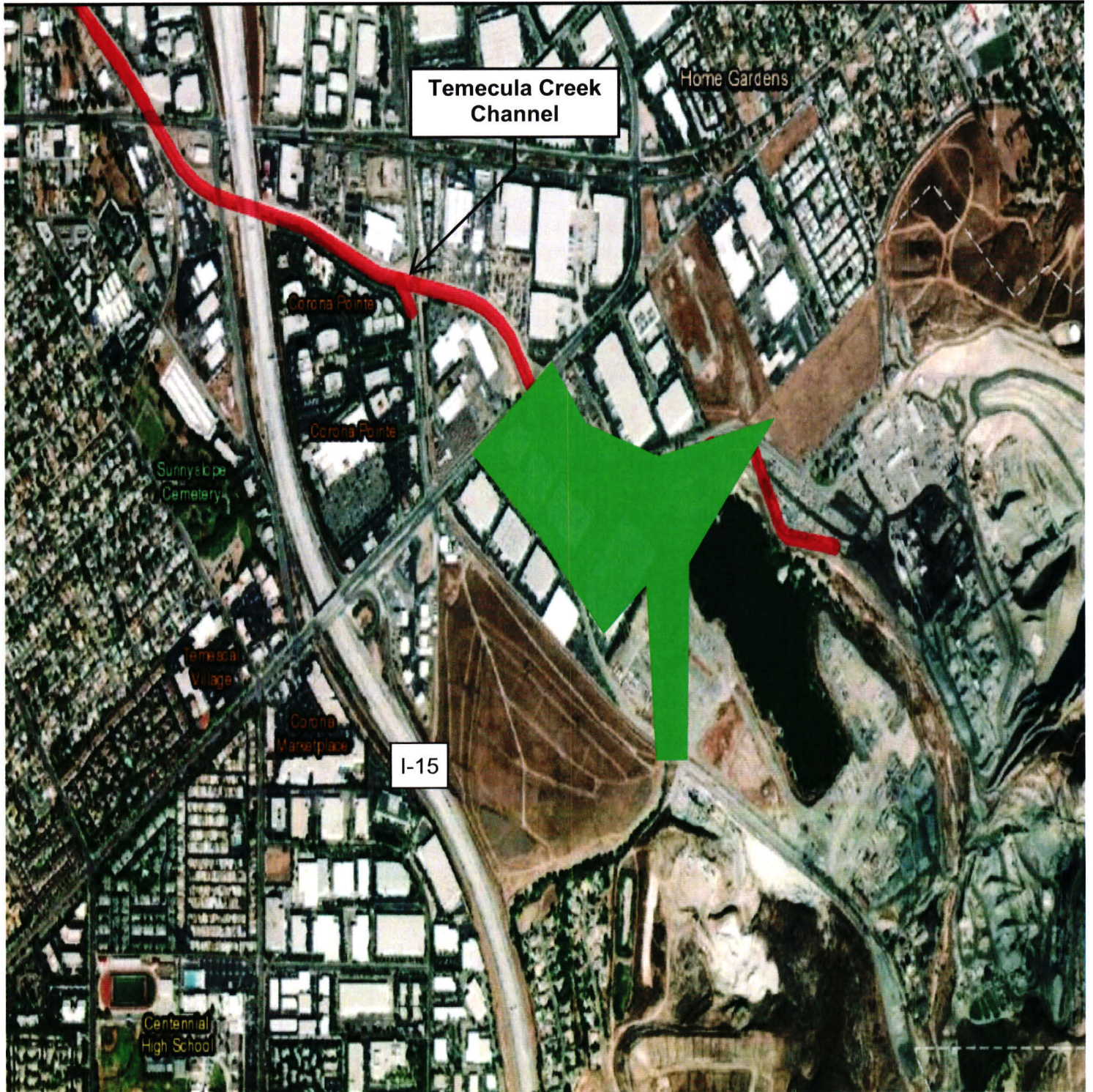
By *Linus A. Paulus* 2/16/2022
LINUS A. PAULUS, SR/WA
Authorized Signatory

By *Kyle Muteff* 2/16/2022
Kyle Muteff, Attorney



(SEAL)

License Agreement with State of California, Department of Water Resources
Temescal Canyon Lake Stream Gauge Station
Encroachment Permit No. 3952
08/11/21
AK:blm

Exhibit "A"



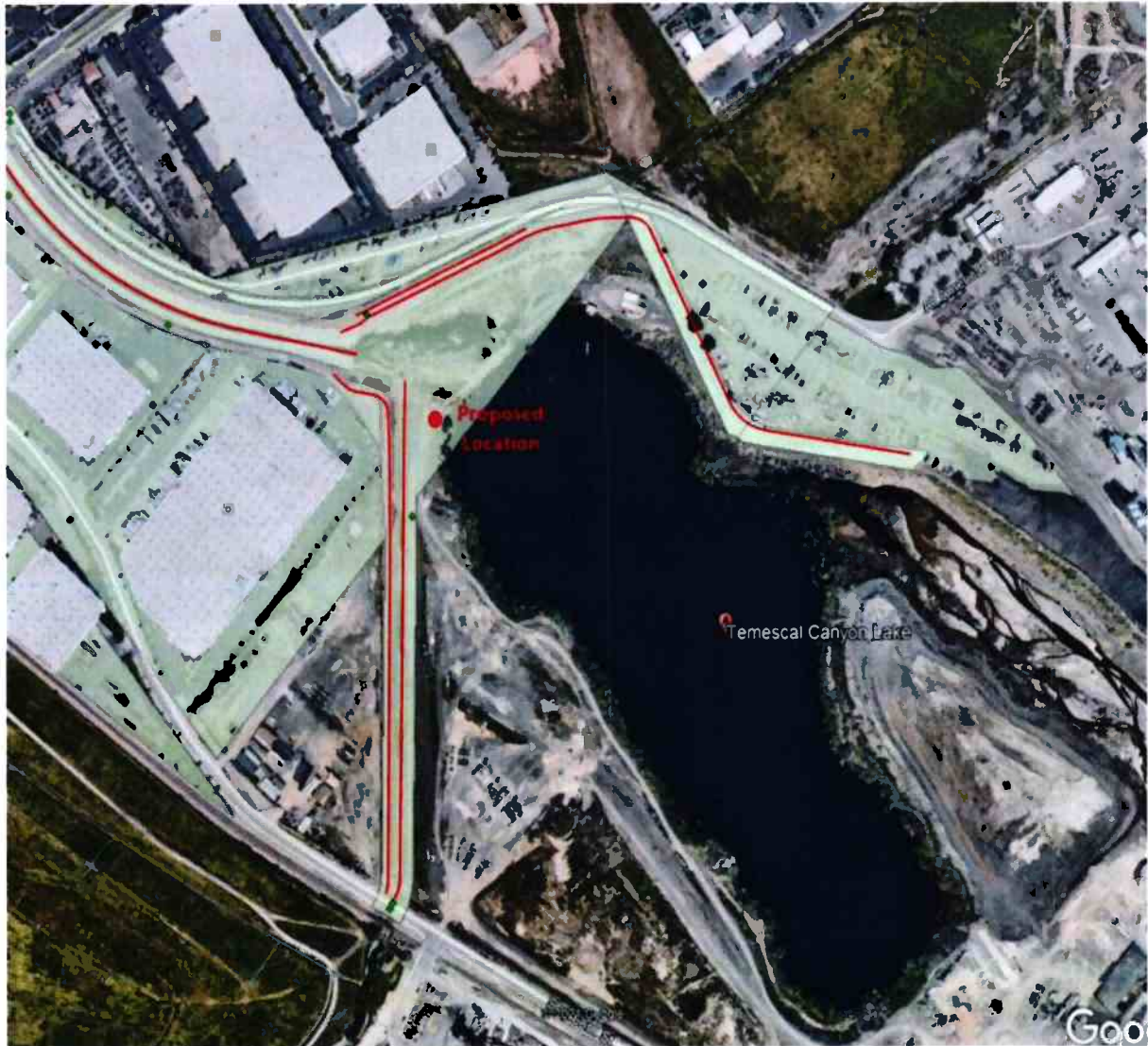
LEGEND

-  Property Site
-  Existing Facilities

LICENSE AGREEMENT

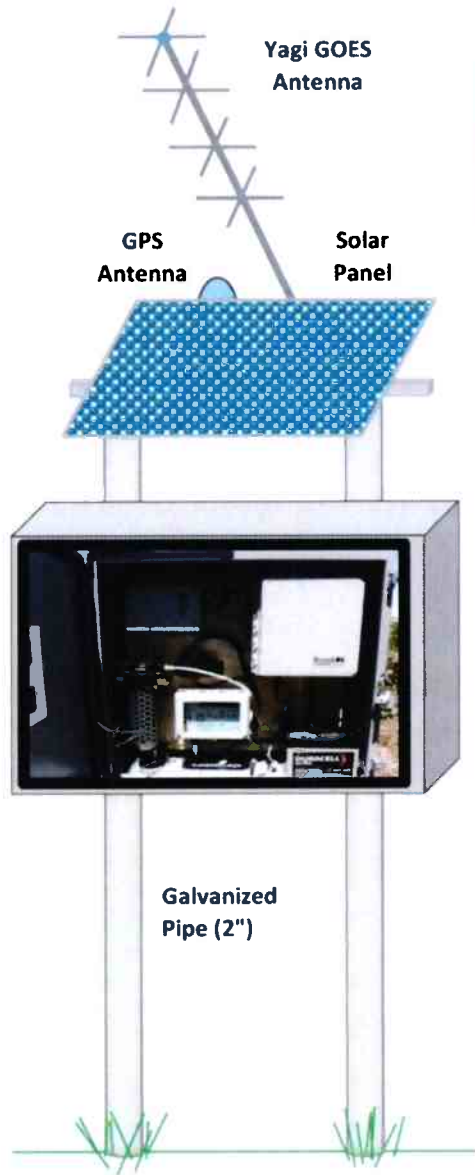
Temescal Canyon Lake Stream Gauge Station
Encroachment Permit No. 3952

EXHIBIT "B"



LICENSE AGREEMENT
Temescal Canyon Lake Stream Gauge Station
Encroachment Permit No. 3952

EXHIBIT "C"



30" Weigmann Enclosure

- Gas-Purge Compressor*
- Data Control Platform*
- GOES Radio*
- Desiccant Container*
- Battery*

**Galvanized
Pipe (2")**

DESIGN PLAN

Bubbler Station

CA Dept. of Water Resources

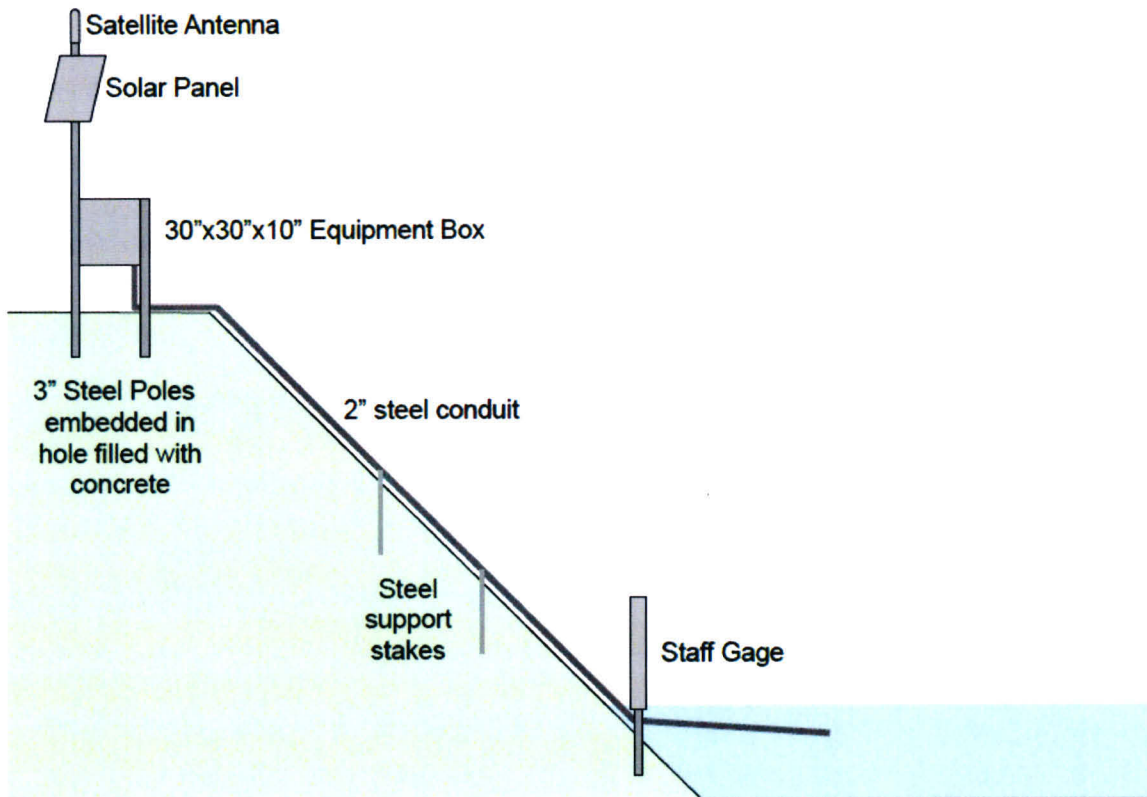
1 of 1

LICENSE AGREEMENT

**Temescal Canyon Lake Stream Gauge Station
Encroachment Permit No. 3952**

EXHIBIT "C"

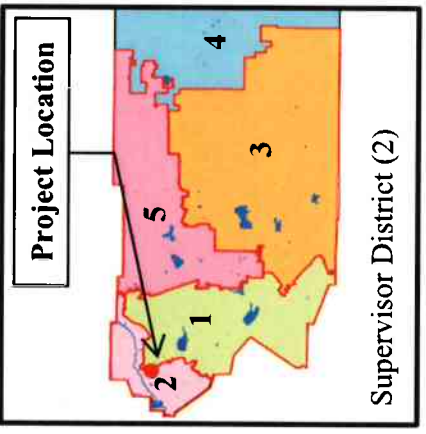
Bubbler Station Installation Diagram



Note: Not Drawn To Scale

LICENSE AGREEMENT

Temescal Canyon Lake Stream Gauge Station
Encroachment Permit No. 3952

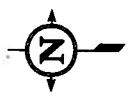


Supervisor District (2)

LEGEND:

- EP 3952 Project Vicinity
- Supervisor District

Project: Temescal Canyon Lake
Stream Gauge Station
Encroachment Permit No. 3952



VICINITY MAP