

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



ITEM: 11.1  
(ID # 18031)

**MEETING DATE:**  
Tuesday, March 29, 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 City of Norco for Norco – Crestview Drive Debris Basin, Stage 1, Project No. 2-0-00085-01, CEQA Exempt, District 2. [\$0]

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

1. Find that the project is exempt for the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3);
2. Approve the License Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the City of Norco ("City");
3. Authorize the current Chair of the District's Board of Supervisors to execute the License Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to have the delegated authority to terminate the License Agreement in accordance with the terms and conditions in the License Agreement if such action is desired by the District; and
5. Direct the Clerk of the Board to return three (3) executed originals of the License Agreement to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/16/2022

Aaron Gettis, Deputy County Counsel


3/16/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, 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:** March 29, 2022  
**xc:** Flood

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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<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: NA</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22 – 22/23

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

**BACKGROUND:**

**Summary**

Prior to the construction of the Crestview Drive Debris Basin ("Basin"), a portion of the Basin had a pre-existing equestrian trail for public use. The City has requested the District to allow continued use of a portion of the Basin for equestrian trail use.

The pre-existing equestrian trail needs to be realigned to be compatible with the constructed Basin. The realigned equestrian trail ("Trail") shall be located along the western edge of the Basin. Therefore, as part of the construction of the Basin, the City will work with the District's contractor to (1) construct a Trail that shall follow the natural topography of the Basin, (2) revise the fencing to allow for a realigned Trail, (3) grade and hydroseed the route to ensure it is left in an acceptable and stabilized condition, and (4) protect and install the former Trail marker at a location agreeable to the City. The District shall not improve the Trail to meet any equestrian or other forms of public use trail standards. If the City desires to construct Trail improvements to bring the Trail to the City's standards, such improvements will be subject to separate review and approval under a no-fee encroachment permit(s) issued by the District.

The City shall maintain the Trail and all items associated with public use within the Trail boundaries, including, but not limited to: (1) all existing and future Trail features as approved by the District pursuant to review and approval under separate encroachment permits issued by the District, (2) repair and replacement of all fencing and other safety features along the boundary of the Trail, (3) weed abatement, (4) trash removal and graffiti removal, (5) removal of accumulations of horse or public generated waste that may pose a public nuisance or cause a threat to water quality within the Basin, and (6) removal of any other illegal dumping or nuisance conditions resulting from the public use of the Trail. The City shall be responsible to take steps as necessary to ensure that the public is not allowed to use motorized or high-speed vehicles within the Trail.

A portion of the Trail will extend to the north of the licensed property, owned by Arlington Cemetery Association, Inc. ("Cemetery"). The City shall be responsible to secure any licenses, agreements, permits or rights of entry that may be required by the owner of the Cemetery for Trail access and use across the Cemetery. The District shall not make any improvements associated with Trail on the Cemetery property.

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**Environmental Findings**

Pursuant to CEQA, execution of the License Agreement was determined to be exempt from CEQA under State CEQA Guidelines Section 15301. 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 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. The project is also consistent with Section 15061(b)(3) of the State CEQA Guidelines, or the "Common Sense" exemption, which 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. 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 of businesses. Upon construction completion, this project will provide improved flood protection and water conservation to the surrounding communities.

**Additional Fiscal Information**

The City of Norco will fund all operation and maintenance cost associated with the Trail and licensed property.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement

RSM:blm  
P8/242634

  
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Jason Farin, Principal Management Analyst      3/21/2022

LICENSE AGREEMENT

Norco – Crestview Drive Debris Basin, Stage 1  
Project No. 2-0-00085-01

This License Agreement ("License"), dated as of March 29, 2022, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic, ("LICENSOR") and the City of Norco, a California municipal corporation, ("LICENSEE"). Sometimes hereinafter, LICENSOR and LICENSEE may be referred to individually as a "Party" or collectively as the "Parties". The Parties hereby agree as follows:

RECITALS

A. LICENSOR entered into a certain agreement dated August 28, 2018 with LICENSEE to construct, operate and maintain Norco Crestview Drive Debris Basin, hereinafter called "BASIN", located in Riverside County, identified as District Parcel Number 2085-01 (Riverside County Assessor's Parcel No. xxx-xxx-xxx) ("Facility Property"); and

B. BASIN is an essential and integral part of LICENSOR's regional system of stormwater management infrastructure that provides critical flood control and drainage, as shown on District Drawing No. 2-0485; and

C. Prior to the construction of BASIN, a portion of Facility Property had a pre-existing equestrian trail for public use. LICENSEE has requested LICENSOR to allow continued use of a portion of Facility Property for equestrian trail use. The pre-existing equestrian trail needs to be realigned to be compatible with the constructed BASIN. The realigned equestrian trail ("TRAIL") shall be located along the western edge of Facility Property ("LICENSED PROPERTY") as shown in concept in teal in Exhibit "A", attached hereto and made part thereof. Therefore, as part of the construction of BASIN, LICENSOR will work with LICENSOR's contractor to (1) construct TRAIL, which shall follow the natural topography of LICENSED PROPERTY, (2) revise the fencing to allow for a re-aligned equestrian trail, (3)

grade and hydroseed the route to ensure it is left in an acceptable and stabilized condition and (4) protect and install the former trail marker at a location agreeable to LICENSEE. LICENSOR shall not improve TRAIL to meet any equestrian or other forms of public use trail standards. If LICENSEE desires to construct TRAIL improvements to bring TRAIL to LICENSEE's standards, such improvements will be subject to separate review and approval under a no-fee encroachment permit(s) issued by LICENSOR.

D. LICENSEE shall maintain TRAIL and all items associated with public use within LICENSED PROPERTY, including, but not limited to: (1) all existing and future TRAIL features as approved by LICENSOR pursuant to review and approval under separate encroachment permits issued by LICENSOR, (2) repair and replacement of all fencing and other safety features along the boundary of LICENCED PROPERTY, (3) weed abatement, (4) trash removal and graffiti removal, (5) removal of accumulations of horse or public generated waste that may pose a public nuisance or cause a threat to water quality within the Facility Property and (6) removal of any other illegal dumping or nuisance conditions resulting from the public use of LICENSED PROPERTY. LICENSEE shall be responsible to take steps as necessary to ensure that the public is not allowed to use motorized or high-speed vehicles within LICENSED PROPERTY.

E. A portion of TRAIL will extend to the north of LICENCED PROPERTY, owned by Arlington Cemetery Association, Inc., as shown in orange in Exhibit A, hereinafter called "CEMETERY PROPERTY". LICENSEE shall be responsible to secure any licenses, agreements, permits or rights of entry that may be required by the owner of the CEMETERY PROPERTY for TRAIL access and use across CEMETERY PROPERTY. LICENSOR shall not make any improvements associated with TRAIL on CEMETERY PROPERTY without prior consent of the owner of that land.

F. NOW, THEREFORE, in consideration of the mutual covenants herein

contained, the parties hereto mutually agree as follows:

SECTION I

1. Grant of License/Right of Entry. LICENSOR hereby authorizes LICENSEE, in accordance with the terms, covenants, conditions and provisions of this License Agreement, the revocable, non-exclusive use of LICENSED PROPERTY, as depicted on Exhibit "A", for the purpose of maintaining TRAIL and, if desired, to construct TRAIL improvements in the future, provided, however, that such future TRAIL improvements are subject to separate review and approval under no-fee encroachment permit(s) issued by LICENSOR. It is expressly agreed that LICENSED PROPERTY shall be used by LICENSEE solely and exclusively for the purpose of accommodating the public use equestrian TRAIL.

2. Nature of Rights. The permission, rights and privileges granted hereunder are revocable, nonexclusive and nontransferable. The rights granted hereunder in this License Agreement 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, operation and activities of LICENSOR on LICENSED PROPERTY. LICENSEE shall not, either voluntarily or by action of law, assign or transfer this License Agreement or any obligation, right, title or interest assumed by LICENSEE herein without the prior written consent of LICENSOR. Section I(5) notwithstanding, if LICENSEE makes an assignment or transfer of this License Agreement, any obligation, right, title or interest herein without prior written consent of LICENSOR, LICENSOR may terminate and revoke the License Agreement provided LICENSEE has received ninety (90) days advance notice of termination.

3. Licensed Property "As Is". LICENSEE accepts LICENSED PROPERTY in its "as is" condition, with all faults. LICENSEE acknowledges and agrees that LICENSEE is entering LICENSED PROPERTY under this License Agreement based on LICENSEE's own

investigations and knowledge of LICENSED PROPERTY and that, except as otherwise specifically stated in this License Agreement, neither LICENSOR nor any agent of LICENSOR, has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of LICENSED PROPERTY or the suitability of 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 LICENSED PROPERTY.

4. Use. LICENSEE shall use LICENSED PROPERTY solely for the use of TRAIL 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 LICENSED PROPERTY without LICENSOR's prior written approval.

5. Term and Termination of License.

(a) Term. This License Agreement shall commence on the date this License Agreement is fully approved and executed by Parties and continue for so long as LICENSED PROPERTY is used for the TRAIL unless terminated pursuant to the terms and conditions in Section 1.5(b) herein.

(b) Termination for Cause. LICENSOR reserves the right to immediately terminate this License Agreement and any encroachment permit issued thereto if, for any reason whatsoever, 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.

LICENSOR shall have the right to terminate this License Agreement 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: (1) in the event of a default by LICENSEE of any term or provision of this License Agreement, which acts of LICENSEE shall include, but not be limited to, the failure by LICENSEE to perform any obligation under this License 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, (2) in the event that LICENSEE has failed to cure the default as prescribed herein, then LICENSOR shall have the right to immediately terminate this License Agreement, for cause by providing notification of such termination in writing and specifying the effective date thereof and (3) if the owner of CEMETERY PROPERTY notifies LICENSOR it will not be permitting the continued operation of the equestrian TRAIL across CEMETERY PROPERTY.

(c) Termination for Abandonment. In the event that LICENSEE shall abandon the use of LICENSED PROPERTY or any portion thereof, for the permitted purposes described herein, the License Agreement 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.

6. Relocation. In the event that LICENSOR determines in its sole but good faith discretion that it requires LICENSED PROPERTY 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 TRAIL, provided that LICENSOR determines that it has such an area available. In such case, the Parties shall amend or terminate the License Agreement to remove the Required Property and shall enter into a new or amended License Agreement for the new property onto which the affected TRAIL shall be relocated. If LICENSOR does not have property available for such relocation, notwithstanding any other provision of this License Agreement, and in addition to its rights set forth in Section I(5) above, LICENSOR shall have the right to terminate the License Agreement. Acquisition of any property and relocation of TRAIL as described herein shall be at LICENSEE's sole cost and expense.

7. 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 TRAIL and LICENSED PROPERTY so that they will not at any time be a source of danger to or interference with (1) the present or future Facility Property managed by LICENSOR or (2) any other activities on LICENSED PROPERTY. Any repair and maintenance work shall be done to LICENSOR's standards.

8. Tests and Inspections. LICENSOR shall have the right at any time to inspect LICENSED PROPERTY so as to monitor compliance with this License Agreement. If, in LICENSOR's sole judgment, any LICENSEE-caused installation or condition on or LICENSEE's or public's use of LICENSED PROPERTY has been determined by LICENSOR to have an adverse effect on 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 LICENSED PROPERTY, as it determines to be necessary or useful to evaluate the condition of LICENSED PROPERTY. 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.

9. 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 "B" attached hereto and incorporated herein by reference. Prior to (i) entering LICENSED PROPERTY or (ii) performing any work or maintenance on TRAIL, LICENSEE shall furnish LICENSOR with the insurance endorsements and certificates in the form and amounts specified in Exhibit "B", 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 License Agreement or the work to be performed on TRAIL. A program of self-insurance shall be an acceptable alternative to satisfy the insurance provisions required under this License Agreement.

10. Indemnity. 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 "Indemnified Parties") from any liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, employees, subcontractors, agents or representatives, arising from, related to or in any manner connected with LICENSEE's use and responsibilities in connection therewith of LICENSED PROPERTY or the condition thereof, including, but not limited to, property damage, liens, bodily injury or death, or any other element of any kind or nature whatsoever arising from, related to, or in any manner connected with the public use of LICENSED PROPERTY. LICENSEE shall defend, at its sole expense, all costs and fees, including, but not limited to, attorneys' fees, cost of investigation, defense, and settlements or awards, Indemnified Parties in any claim or legal action based upon such alleged acts or omissions.

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

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve LICENSEE from indemnifying the Indemnified Parties 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.

11. Assumption of Risk and Waiver. LICENSEE shall waive any claim against LICENSOR for damages to TRAIL 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 active negligence or willful misconduct.

12. Defense. 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

Parties. LICENSEE 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, Parties shall be obligated to attend a mediation session with a neutral third-party mediator agreeable to both Parties in the County of Riverside. Parties shall equally share the cost of mediation.

13. Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the termination or cessation of this License Agreement in any manner shall survive the termination of this License Agreement, including, without limitation, TRAIL, and all obligations concerning the condition of the LICENSED PROPERTY.

14. Assignment. This License Agreement and the license granted herein are personal to LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this License 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 License Agreement pursuant to the terms and conditions in Section 1.2 herein.

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

16. Restoration of LICENSED PROPERTY; Claims for Costs. Upon the termination, revocation or cessation of this License Agreement, LICENSEE, upon demand of LICENSOR

and at LICENSEE's own cost and expense, shall abandon TRAIL and remove it and restore LICENSED PROPERTY to the same condition in which they were prior to the maintenance of TRAIL thereunder, reasonable wear and tear excepted, unless Parties otherwise agree in writing that removal and 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, maintaining, replacing or removing TRAIL. 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 TRAIL and any other property of LICENSEE located on LICENSED PROPERTY. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date TRAIL is removed.

17. 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:	TO LICENSEE:
Riverside County Flood Control and	City of Norco:
Water Conservation District	Attn: Director of Public Works
Attention: Chief of Operations and	2870 Clark Avenue Norco, CA
Maintenance Division	92860
1995 Market Street	
Riverside, CA 92501	

18. Nondiscrimination. LICENSEE certifies and agrees that all persons employed thereby and any contractors retained thereby with respect to LICENSED PROPERTY and TRAIL 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.

19. 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 License Agreement, including, at LICENSOR's sole discretion, the relocation of TRAIL and the license granted by this License Agreement. Any order by LICENSOR for relocation of TRAIL shall be in accordance with Section 1.6 of this License Agreement.

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

21. Severability. If any term, covenant, condition or provision of this License 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 License 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.

22. Entire Agreement. This License Agreement and the Exhibits incorporated hereto 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 Parties with respect to the items set forth herein.

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

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

March 29, 2022

(to be filled in by Clerk of the Board)

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

RECOMMENDED FOR APPROVAL:

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

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

APPROVED AS TO FORM:

~~GREGORY P. PRIAMOS~~  
County Counsel

ATTEST:

KECIA HARPER  
Clerk of the Board

By Ryan Yabko  
Ryan Yabko  
Deputy County Counsel

By Yrisella Raso  
Deputy

(SEAL)

License Agreement with City of Norco  
Project No. 2-0-00085-01  
07/28/21  
BB:blm

RECOMMENDED FOR APPROVAL:

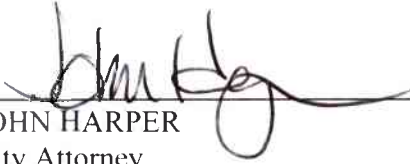
CITY OF NORCO

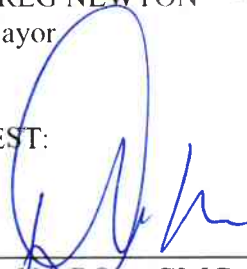
Date: February 16, 2022

By   
GREG NEWTON  
Mayor

APPROVED AS TO FORM:

ATTEST:

By   
JOHN HARPER  
City Attorney

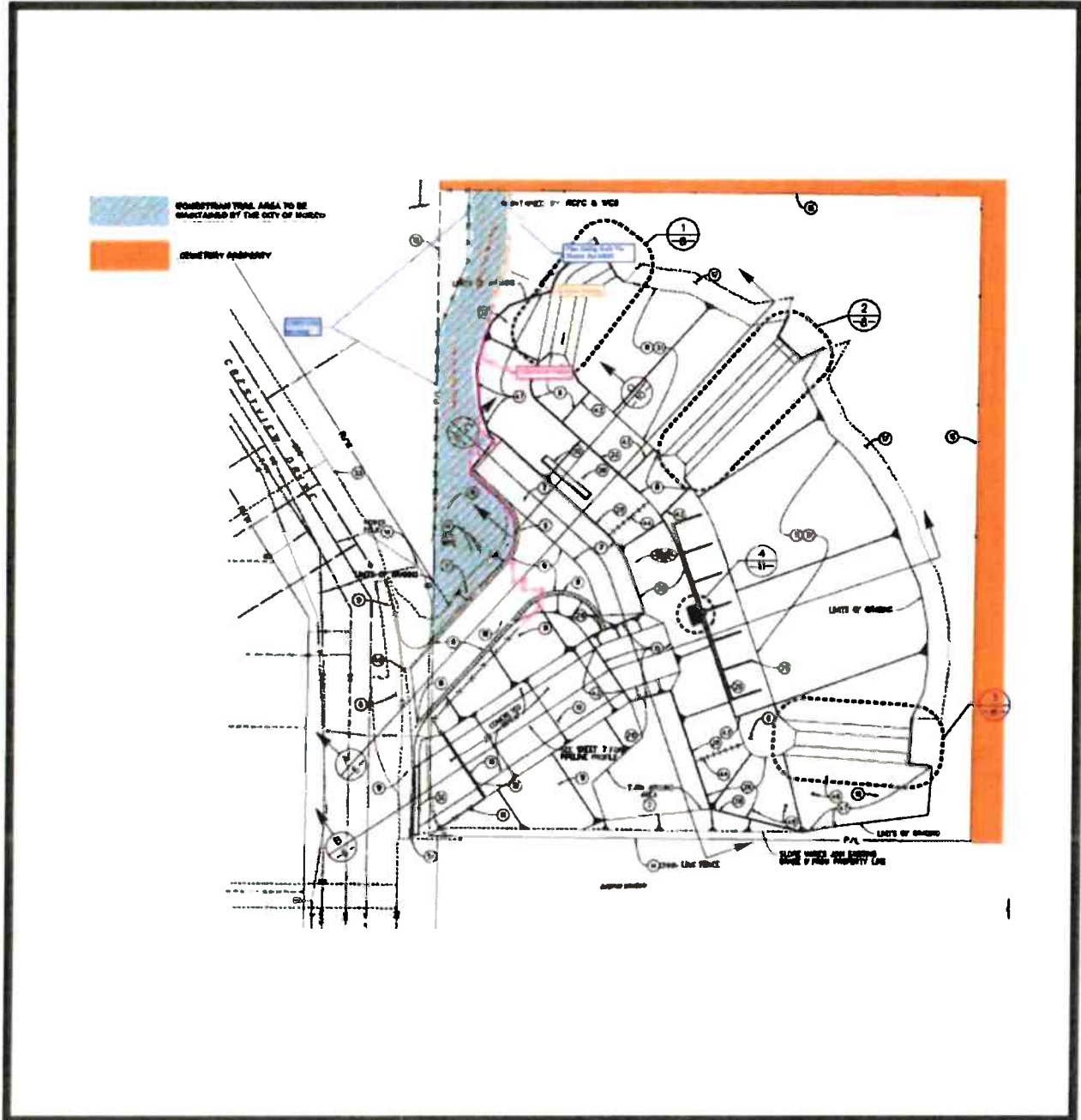
By   
DANA ROA, CMC  
City Clerk

(SEAL)

License Agreement with City of Norco  
Project No. 2-0-00085-01  
07/28/21  
BB:blm



# Exhibit A



LICENSE AGREEMENT  
Norco – Crestview Drive Debris Basin, Stage 1  
Project No. 2-0-00085-01

# **Exhibit B**

## **DISTRICT's Insurance Requirements is as follows:**

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this 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 DEVELOPER has employees as defined by the State of California, DEVELOPER 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 DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such

## **LICENSE AGREEMENT**

Norco – Crestview Drive Debris Basin, Stage 1  
Project No. 2-0-00085-01

## Exhibit B

insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Trail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, prior to, the inception of this Agreement; or 3) demonstrate through

### LICENSE AGREEMENT

Norco – Crestview Drive Debris Basin, Stage 1  
Project No. 2-0-00085-01

## **Exhibit B**

Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. Pollution and Asbestos Liability:

DEVELOPER or its construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering DEVELOPER's or its construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by the DEVELOPER or its construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

DEVELOPER or its construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the

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DISTRICT for review and approval. If DEVELOPER or its construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by DEVELOPER or its construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

In the event, DEVELOPER or its construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, DEVELOPER or its construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and DEVELOPER, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT and DEVELOPER.

DEVELOPER or its construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

F. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating

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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.

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

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DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. 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.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance 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.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services 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

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aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

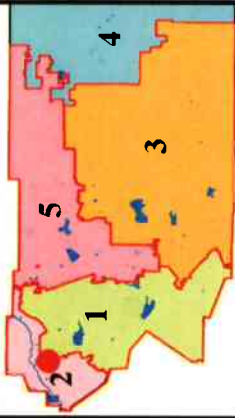
- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### LICENSE AGREEMENT

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● Project Location



Supervisor District 2

**LEGEND:**



Project Vicinity

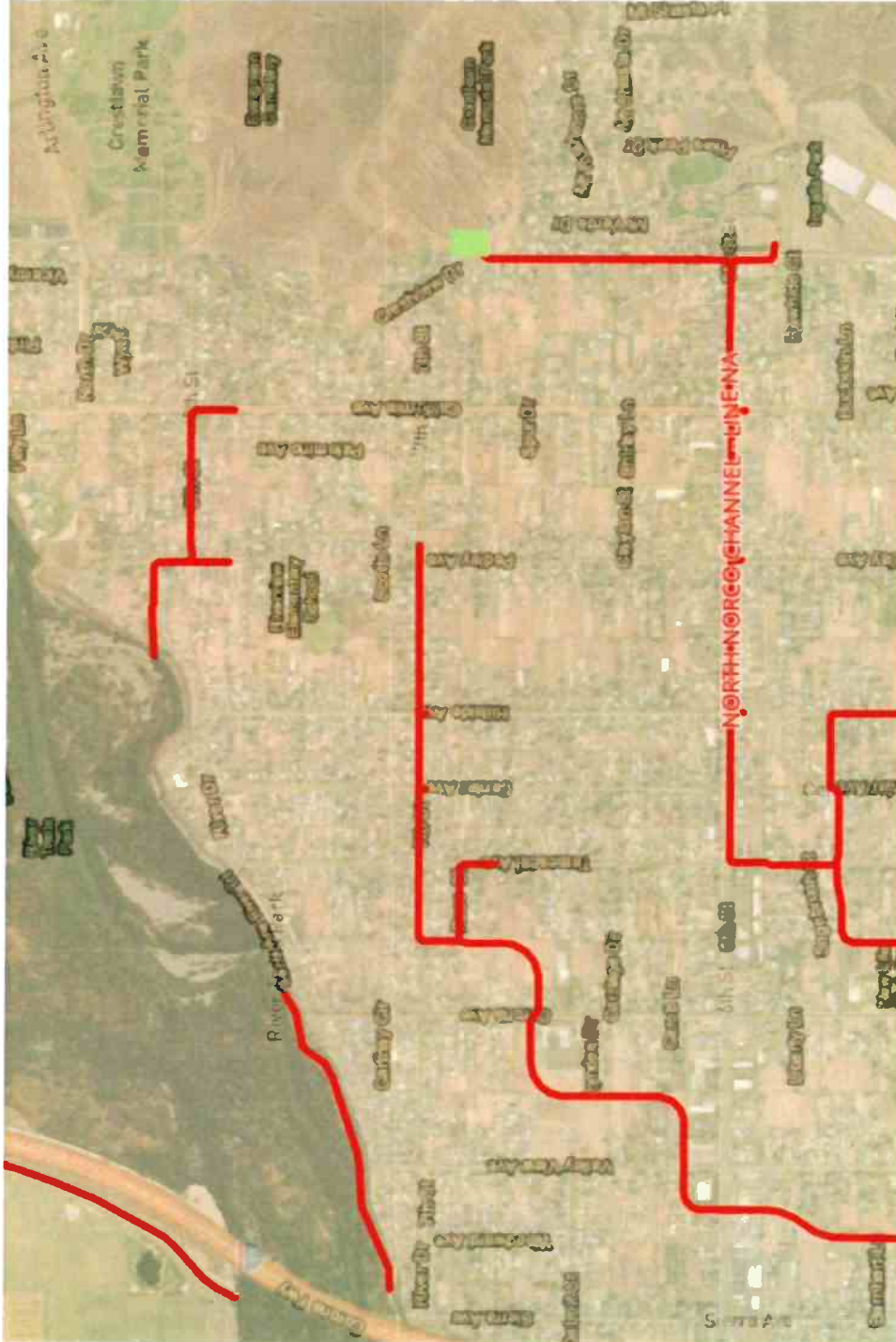


RCFC Facilities

**DESCRIPTION:**

Norco - Crestview Drive  
Debris Basin, Stage 1

Project No.  
2-0-00085-01



# VICINITY MAP



Attachment 1