

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



ITEM: 11.1
(ID # 21331)

MEETING DATE:

Tuesday, March 07, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Right of Entry and Copyright Conveyance Agreement Between the Bicentennial Freedom Mural Conservancy and the Riverside County Flood Control and Water Conservation District for the Installation of the Mural on the Prado Dam Spillway, CEQA Exempt per State CEQA Guidelines Section 15301 and 15061(b)(3), District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the License Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant CEQA Guidelines Section 15301, Existing Facilities and Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Right of Entry and Copyright Conveyance Agreement ("Agreement") between the Bicentennial Freedom Mural Conservancy, a California non-profit corporation ("Conservancy"), and the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District"), and authorize the Chair of the District's Board of Supervisors ("Board") to execute the Agreement documents on behalf of the District;

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/2/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 7, 2023
xc: Flood

Kimberly Rector
Clerk of the Board
By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any future non-substantive amendments to the Agreement that do not materially change the provisions of the Agreement, subject to approval as to form by County Counsel;
4. Authorize the General Manager-Chief Engineer, at his sole discretion, to terminate the Agreement in accordance with the terms and conditions of the Agreement if such action is desired by the District; and
5. Direct the Clerk of the Board to return two (2) executed copies of the Agreement 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
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On February 28, 2023 (Agenda Item No. 11.3), the Board approved the License Agreement between the U.S. Army Corps of Engineers Los Angeles District ("Corps") and the District, which set forth the terms and conditions by which the Corps granted the District a license for the design, installation, operation and maintenance of the Prado Dam bicentennial mural ("Mural").

This Agreement sets forth the terms and conditions by which the Bicentennial Freedom Mural Conservancy, a nonprofit corporation, will repaint the Mural as it first existed in 1976.

The District will also enter into a separate agreement with Riverside County Parks and Open Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 ("RivCoParks"), for the ongoing operation and maintenance of the Mural, which will be brought to its Board for approval in the near future.

County Counsel has approved the Agreement as to legal form. The Bicentennial Freedom Mural Conservancy has executed the Agreement.

Prev. Agn. Ref.: MT#21321 11.3 of 02/28/2023

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

Environmental Findings

The Agreement is exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities), which exempts the "minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." The Agreement sets forth the terms and conditions by which the Conservancy will repaint the Mural as it first existed in 1976 on the existing Prado Dam Spillway.

Additionally, the Agreement is exempt from CEQA pursuant to Section 15061(b)(3) (Common Sense Exemption), which provides "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. 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 activity is not subject to CEQA." The Agreement establishes the terms by which the original Mural will be restored on the existing dam spillway. Accordingly, because it can be seen with certainty that there is no possibility that the execution of the Agreement in question may have a significant effect on the environment, Section 15061(b)(3) of the CEQA Guidelines applies.

Impact on Residents and Businesses

The proposed action entails no new fees, taxes or bonded indebtedness to residents or businesses. The Mural serves as a beacon of pride and patriotism for the surrounding communities.

Additional Fiscal Information

The Mural will be restored using funds raised by the Friends of the Prado Dam Mural, the Bicentennial Freedom Mural Conservancy, and contributions from local businesses.

ATTACHMENT:

1. Vicinity Map
2. Right Of Entry and Copyright Conveyance Agreement between the Bicentennial Freedom Mural Conservancy and the Riverside County Flood Control and Water Conservation District

RMG:ju
P8/249812

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



Jason Farin, Principal Management Analyst 3/3/2023



Aaron Gettis, Deputy County Counsel 3/3/2023

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body corporate and politic (herein referred to as "DISTRICT"),
and

Bicentennial Freedom Mural Conservancy, a California nonprofit corporation (herein referred to as "GRANTEE")

Project: Prado Dam Bicentennial Mural

RIGHT OF ENTRY AND COPYRIGHT CONVEYANCE AGREEMENT

This Right of Entry and Copyright Conveyance Agreement, ("Agreement"), is made by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("District"), a body corporate and politic, and Bicentennial Freedom Mural Conservancy, a California nonprofit corporation. DISTRICT and GRANTEE are sometimes collectively referred to as "Parties."

RECITALS

- A. The United States of America ("USA") is the owner of certain real property located in the County of Riverside, State of California, which includes the Prado Dam Spillway, as identified in Exhibit "A" ("Property"). Exhibit "A" is attached and incorporated herein.
- B. The U.S. Army Corps of Engineers ("USACE") operates the Property on behalf of the USA and has entered into a license agreement with DISTRICT for the purpose of designing, installing and maintaining artwork on the Prado Dam Spillway ("License").
- C. Pursuant to the License, DISTRICT has the right to contract with GRANTEE to enter upon and use the Property for the purposes of designing and installing artwork (hereinafter referred to as the "Artwork") on the Property.
- D. GRANTEE desires to obtain DISTRICT's permission, and DISTRICT desires to accommodate GRANTEE's request to enter upon and use the Property on a temporary basis to design and install the Artwork on the Property.
- E. GRANTEE understands that this right to use the Property is non-exclusive, and the DISTRICT may still use the Property for any purposes deemed necessary by the DISTRICT. If DISTRICT has a need to use the Property in such manner or time as would conflict with the rights granted to GRANTEE, DISTRICT and GRANTEE intend to coordinate as needed to minimize delays or disruption.

NOW, THEREFORE, for good and valuable consideration, DISTRICT and GRANTEE do hereby agree as follows:

1. RECITALS. All the above recitals are true and correct and by this reference are incorporated herein.

2. PERMITTED USE. GRANTEE's permitted use of the Property is solely for the design and installation of Artwork on the Prado Dam Spillway (the "Permitted Use").
 - a. The Artwork shall not be installed on the Property until and unless DISTRICT approves the materials to be used and authorizes in writing the installation of the Artwork on the Property as set forth in Section 3.a.
 - b. Access to the Property may be granted or denied by DISTRICT on a case-by-case basis and all such access is subject to the prior approval of the DISTRICT in each instance.

3. PURPOSE. The non-exclusive right is hereby granted to GRANTEE, who is permitted to enter the Property for the Permitted Use. This Agreement includes the right of ingress and egress, over, across, in and upon the Property for the Permitted Use. The location of the Artwork is set out on Exhibit "A." The Artwork design is shown in concept in Exhibit "B", which is attached and incorporated herein.
 - a. GRANTEE shall obtain DISTRICT's written approval before installation of the Artwork. GRANTEE shall notify DISTRICT of its intent to enter the Property at least thirty (30) days prior to any anticipated installation activities. Identification of the materials being used and any subcontractors or any other persons or entities installing the Artwork, shall be included in this notification. DISTRICT may request that GRANTEE provide a schedule for installation of the Artwork. Email correspondence submitted to DISTRICT's email identified in Section 5 shall be deemed sufficient for this coordination and approval.
 - b. GRANTEE accepts the Permitted Use of the Property in its "AS IS" and "WITH ALL FAULTS" condition. DISTRICT shall have no obligation to repair, mitigate, or clean the Property.

4. CONSIDERATION. This permission is granted in consideration of the benefits which may accrue at the Property as a result of the Artwork and the grant, waiver, and disclaimer of all of GRANTEE's right, title, and interest in and to the Artwork, in accordance with the terms and conditions hereinafter set forth in this Agreement.

5. NOTICES. The Parties agree to the following minimum noticing requirements with respect to use of the Property.

GRANTEE shall provide written notice to DISTRICT at least thirty (30) days prior to the initial entry onto the Property for the Permitted Use. Pursuant to Sections 2 and 3, prior to installing the Artwork, GRANTEE must obtain DISTRICT's approval of the Artwork, the materials being used and any subcontractors or any other persons or entities installing the Artwork. During periods of active use of the site by GRANTEE, DISTRICT agrees to notify GRANTEE at least twenty-four (24) hours prior to any planned activities by DISTRICT on the site, to allow coordination of the activities and to minimize delays and/or interference with each other.

Notices shall be sent to:

BICENTENNIAL FREEDOM MURAL CONSERVANCY:
 Perry Schaefer
 2821 Athens Circle
 Corona, CA 92882

951.415.6446
pbschaefer1@gmail.com

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT:

Julianna Adams
Chief of Emergency Management and Government Affairs Division
1995 Market Street
Riverside, CA 92501
951.955.1299
jadams@rivco.org

6. TERM AND TERMINATION. The term of this Agreement shall become effective on the date this Agreement is executed by DISTRICT's Board of Supervisors ("Effective Date") and shall remain in effect for one hundred twenty (120) calendar days, unless terminated earlier pursuant to the terms and conditions in this Section 6.
 - a. This Agreement may be terminated by the DISTRICT at any time and for any or no reason, with or without notice.
 - b. This Agreement may be terminated by the GRANTEE upon thirty (30) calendar days advance written notice to DISTRICT for any or no reason. The GRANTEE shall restore the conditions of the Property as set forth herein prior to termination.
 - c. This Agreement will be automatically terminated in the event either (i) the License is terminated, or (ii) upon completion of the Permitted Use.
7. Before delinquency, GRANTEE shall be responsible for paying all taxes, assessments and similar charges applicable to the Permitted Use or this Agreement. The term "taxes" as used in this Agreement shall include, but is not limited to, any and all taxes associated with the Permitted Use, the Agreement or any of GRANTEE's activities or use of the Property.
8. INTELLECTUAL PROPERTY RIGHTS.
 - a. To the extent GRANTEE has any intellectual property rights in the Artwork, GRANTEE hereby irrevocably assigns, transfers, and conveys to DISTRICT, and DISTRICT hereby accepts, all of GRANTEE's right, title, and interest in and to the Artwork, including, but not limited to:
 - i. All copyrights in the works of authorship, whether registered or unregistered, arising under any applicable law of any jurisdiction throughout the world or any treaty or other international convention; registrations and applications for registration of such copyrights/copyrights in the works of authorship; and issuances, extensions, and renewals of such registrations and applications, if any;
 - ii. All of GRANTEE's right, title, and interest in and to all copies and other tangible embodiments of the Artwork in all languages and in all forms and media now or hereafter known or developed, if any;
 - iii. All licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the Artwork, if any;
 - iv. All royalties, fees, income, payments, and other proceeds now or hereafter due or payable to GRANTEE with respect to any of the foregoing;

- v. All claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof/accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and
 - vi. All other rights, privileges, and protections of any kind whatsoever of GRANTEE accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.
 - b. To the extent that any rights of paternity, integrity, attribution, disclosure, withdrawal, and any other rights that may be known as "Moral Rights" are vested in GRANTEE as an author (sole or joint) of any of the Artwork, GRANTEE hereby absolutely and irrevocably waives and/or disclaims, in favor of DISTRICT, to the extent permitted by applicable law, any and all claims GRANTEE may now or hereafter have in any jurisdiction to all such Moral Rights in relation to the Artwork.
 - c. To the extent GRANTEE develops, negotiates, and/or administers any contracts and/or agreements entered into with any third parties for the purpose of performing or carrying out the Permitted Use, such agreements shall include provisions expressly conveying any right, title, and interest in the Artwork, as well as disclaiming any remaining legal rights of ownership, use or control of, or moral rights in the Artwork.
 - d. This Section 8 shall survive the termination or expiration of this Agreement.
9. PROTECTION OF THE PROPERTY. GRANTEE shall keep the Property in good order and in a clean, safe condition by and at the expense of the GRANTEE. GRANTEE shall be responsible for any damage that may be caused to Property by the activities of the GRANTEE under this Agreement and shall exercise due diligence in the protection of all property located on the Property against fire or damage from any and all other causes.
- a. Any Property damaged or destroyed by the GRANTEE incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the GRANTEE to the prior condition satisfactory to DISTRICT, or at the election of DISTRICT, reimbursement made therefore by the GRANTEE in an amount necessary to restore or replace the Property to the prior condition.
 - b. If the Property or Artwork, in whole or in part, are destroyed or damaged due to routine or emergency maintenance, force majeure, third party mischief, or by any other cause incidental to operation of the Prado Dam or beyond the reasonable control of the DISTRICT, GRANTEE shall have no right to claim reimbursement for costs or expenses associated with or relating to any improvements, repairs or other work performed on or about the Property, including but not limited to the Artwork.
 - c. GRANTEE will not, nor will GRANTEE allow anyone else to, use hazardous materials or hazardous wastes on the Property, including but not limited to any hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. 9601 et seq.) and its implementing regulations, or pursuant to Sections 25140 and 25316 of the California Health & Safety Code.

10. CONDITION UPON EXPIRATION. At the termination of the period of use of the Property by GRANTEE, but before its relinquishment to DISTRICT, Property shall be restored as near as feasible to the original and neat condition.
11. INDEMNIFICATION. GRANTEE shall indemnify and hold harmless DISTRICT and its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnified Parties") from any liability whatsoever, based or asserted upon any act or omission of GRANTEE, its officers, employees, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the arising from the performance of GRANTEE, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. GRANTEE shall defend, at its sole cost and expense, all costs and fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by GRANTEE, GRANTEE shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes GRANTEE's indemnification to the Indemnified Parties as set forth herein.

GRANTEE's obligation hereunder shall be satisfied when GRANTEE 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 Agreement shall in no way limit or circumscribe GRANTEE'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 the GRANTEE from indemnifying the Indemnified Parties to the fullest extent allowed by law.

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

- a. GRANTEE fully recognizes the dangers of participating in the activity, and it voluntarily assumes all risks associated with its participation pursuant to the Agreement. GRANTEE expressly agrees that no warranty or representation of any kind whatsoever has been given regarding the condition of the site or any facilities or equipment thereon or any means of transportation to and from the site, and agrees furthermore, that the DISTRICT and its respective agents shall not be liable for any alleged negligence or other acts or omissions pertaining thereto. GRANTEE assumes full liability for any injury to or death of any person arising

by reason of its participation in the activity presence on the site or travel to or from the site or for any damage to or loss or destruction of property on the site caused by it.

12. NO LIENS. GRANTEE shall ensure for itself and for each of its subcontractors that no liens or encumbrances of any kind are placed or attempted to be placed on the Property or the Artwork as a result of, relating to or caused by the Permitted Use or any of the rights or privileges exercised by GRANTEE under this Agreement. In the event of filing of any such liens or encumbrances, GRANTEE shall promptly cause such liens and encumbrances to be removed at its sole cost, liability and expense.
13. NO LEASE. No legal title, leasehold interest or other interest in or to the Property or lands, buildings, or other areas appurtenant thereto shall be construed to have been created or vested in GRANTEE as a result of this Agreement, or the use or occupancy of the Property by GRANTEE or anyone else. The Parties acknowledge, accept and agree that this Agreement is not a lease and no property rights or interests are granted herein.
 - a. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.
14. NON-DISCRIMINATION.
 - a. The Agreement shall not discriminate against any person or persons or exclude them from participation in the GRANTEE's operations, programs or activities conducted on the Property, because of race, color, religion, sex, age, handicap, or national origin. The GRANTEE will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.
 - b. The GRANTEE, by acceptance of this Agreement, is receiving a type of federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 C.F.R. Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7.
15. ENVIRONMENTAL. Within the limits of their respective legal powers, the Parties to this Agreement shall protect the Property against pollution of its air, ground and water. GRANTEE shall comply with all laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the United States Environmental Protection Agency, or any federal, state, interstate or local governmental agency, department or entity having jurisdiction to abate or prevent pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency, department or entity are hereby made a condition of this Agreement. GRANTEE shall not discharge waste or effluent from the Property in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

- a. GRANTEE will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from GRANTEE's activities or that of any of its subcontractors, then GRANTEE shall be liable and responsible for restoring the damaged resources in full compliance with all applicable local, state and federal laws.
16. DISTRICT hereby warrants that they have permission to enter onto the Property described above and that they have the right to grant GRANTEE permission to enter upon and use the Property.
17. This Agreement is the result of negotiations between the Parties hereto. Each party acknowledges that in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement is intended by the Parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.
18. This Agreement supersedes any and all other prior agreements or understanding, oral or written, between the Parties. No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of both Parties to this Agreement.
19. SEVERABILITY. If any term, covenant, condition or provision of this 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 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.
20. GRANTEE and its sub parties, including but not limited to any officers, employees, agents, representatives, affiliates, volunteers, and contractors or any other persons or entities installing the Artwork, assigns and successors in interest shall be bound by all the terms and conditions contained in this Agreement.
21. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto hereby waive all provisions of law providing for a change of venue of such proceedings to any other county.
22. INSURANCE. At all times during the Term, GRANTEE shall, at its own expense, maintain, at a minimum, insurance or self-insurance consistent with the requirements set out in Exhibit "C", attached hereto and made a part of this Agreement by this reference.

GRANTEE shall provide proof of such coverage, in a form reasonably acceptable to the DISTRICT within ten (10) days of the Effective Date of this Agreement.

23. COMPLIANCE. GRANTEE shall at all times comply with all applicable local, state and federal laws, including safety and health rules, regulations, and guidance promulgated by the Secretary, including but not limited to Part 327 of Title 36 of the Code of Federal Regulations, and all local, state and federal requirements addressing those topics and subject matter set out in Exhibit "D", attached hereto and made a part of this Agreement by this reference. As applicable, GRANTEE shall obtain and pay for all permits, licenses and approvals that may be or are required for the Permitted Use of the Property.

[Signature provisions on next page]

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes. No obligation other than those set forth herein will be required.

Date: March 7, 2023
(Date to be filled in by the Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By Ryan Yabko
RYAN YABKO
Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By Kimberly Rector
Deputy

(SEAL)

**BICENTENNIAL FREEDOM MURAL
CONSERVANCY,** a California nonprofit
corporation

By: Perry L. Schaefer
PERRY SCHAEFER
President and Chairman of the Board

Date: 03/01/2023

By: Jacqueline Pierson
JACQUELINE PIERSON
Treasurer/Chief Financial Officer

Date: 03/01/2023

Project: Prado Dam Bicentennial Mural
02/28/23
RMG:ju

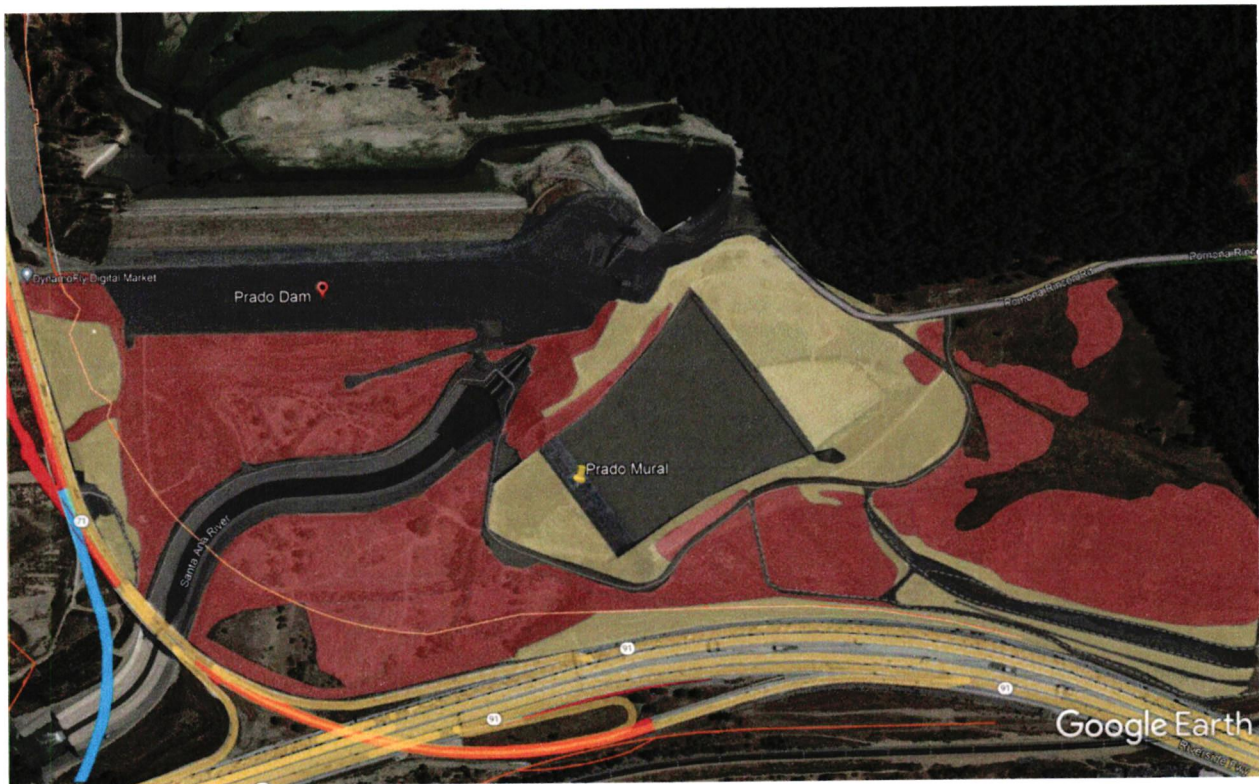
EXHIBIT "A"



EXHIBIT "C"

Insurance Requirements

As a condition to this Agreement, without limiting or diminishing ENTITY's obligation to indemnify or hold Indemnified Parties harmless, ORGANIZATION shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, 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 ENTITY has employees as defined by the State of California, ENTITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of DISTRICT. Policy shall name DISTRICT as Additional Insureds.
- 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 ENTITY's performance of its obligations hereunder. Policy shall name DISTRICT as Additional Insureds. 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 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 ENTITY 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 DISTRICT as Additional Insureds.

- d. General Insurance Provisions - All lines.

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a requirement

for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- ii. ENTITY 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 DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to DISTRICT, and at the election of the DISTRICT's Risk Manager, ENTITY's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. ENTITY shall cause ENTITY's insurance carrier(s) to furnish DISTRICT with either 1) a properly executed original certificate(s) of insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by DISTRICT's 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 DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If ENTITY's insurance carrier(s) policies do(es) not meet the minimum notice requirement found herein, ENTITY shall cause ENTITY's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- iv. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. ***ENTITY shall not commence entry onto 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 Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and***

the Certificate of Insurance. DISTRICT reserves the right to require complete certified copies of all policies of ENTITY's contractors and subcontractors, at any time.

- v. It is understood and agreed to by the Parties hereto that the ENTITY'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.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of the Agreement; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft, 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 and the monetary limits of liability required under this Agreement, if in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by ENTITY has become inadequate.
- vii. ENTITY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

EXHIBIT "D"

Environmental Regulations and Standards

As applicable, any and all requirements, statutes, rules, regulations, guidelines, ordinances, codes, advisory circulars, policies, as well as licensing and permitting requirements, of local, state or federal environmental regulatory or permitting agencies, departments, offices, cities, counties, special districts or other municipalities, including but not limited to California Environmental Protection Agency (CalEPA); the Department of Toxic Substance Control (DTSC), the Certified Unified Program Agencies (CUPAs); Regional Water Quality Control Boards, and the South Coast Air Quality Management District. Those requirements may include, but are not limited to:

- Permits for any renovation, installation, construction, demolition, and/or remediation activities.
- Developing and providing, if required based on hazardous materials stored quantities, a business emergency/contingency plan.
- Filing a California Accidental Release Prevention Program form, and preparing and providing a risk management plan (RMP).
- Submitting the proper application and obtaining the proper permits for installation, operation or removal of any debris, fill, other materials, aboveground storage tanks (AST's), or underground storage tanks (USTs).
- Filing a petroleum storage statement with the CUPA and developing and implementing a Spill Prevention Control and Countermeasures plan (SPCC) required of certain facilities storing certain quantities of petroleum products, where applicable.

Air Pollution Control

1. Rules, Laws or Regulations pertaining to the discharge of smoke, dust equipment exhaust, or any other air contaminants into the atmosphere in such quantity as will violate any federal, state or local regulations.
2. Rules, Laws or Regulations pertaining to the abatement of dust nuisance (e.g. cleaning, sweeping and spraying with water or other means).
3. Any requirement for proper permits or registrations from the governing agencies for construction, demolition, and/or renovation activities. These activities may include but are not limited to asbestos abatement, and the installation, testing, operation, or removal of mobile and/or stationary equipment.

Dust

- a. Any requirement for removing from the Premises and other public areas, excavated materials and debris resulting from the project work.

- b. Any requirement for vehicles exiting the Premises to have dirt clods and mud removed from their tires.
- c. Any requirement to contain dust and remove it from the Premises at intervals sufficient to prevent contamination outside work limits and as directed. Any requirement for adequate watering techniques to alleviate accumulation of construction-generated dust.
- d. Any requirement for containment of dust emissions from all construction, transport, storage or handling activities, in accordance with South Coast Air Quality Management District (SCAQMD) Rule 403: Fugitive Dust, or other applicable requirements.
- e. Any requirement to comply with California Vehicle Code 23114, as amended, or other requirements pertaining to the regulation of spillage or the prevention of spillage from vehicles driving on streets or highways.
- f. Any requirements for complying with vehicle speed limits while traveling on unpaved construction sites and requirements to maintain at least six (6) inches of freeboard on haul vehicles.

Fuel

- a. Any requirement for the use of "cleaner burning diesel" fuel and exhaust emission controls. Any requirement for the use of alternative fuel or low emission vehicles.

Non-Road Mobile Source Controls

- a. Any requirement that prohibits staging or parking of construction vehicles (including workers' vehicles) on streets adjacent to schools, daycare centers, and hospitals.
- b. Any requirement that prohibits construction diesel vehicles or equipment from idling in excess of the idling restrictions as defined in any California Air Resources Board (CARB) Vehicle Idling Rules.
- c. Stationary Point Source Controls
- d. Any requirement for the use of any combination of electricity from power poles and electricity from portable diesel- or gasoline-fueled generators using "cleaner burning diesel" fuel and exhaust emission controls.
- e. Any limitations or requirements pertaining to the use of internal combustion engine water pumps, power generators, air compressors and other related construction equipment.

Noise Control

- 1. Any requirements pertaining to noise control or generation.
- 2. Any local sound control and noise level rules, regulations and ordinances which may apply.

Spill Prevention and Emergency Response Plan.

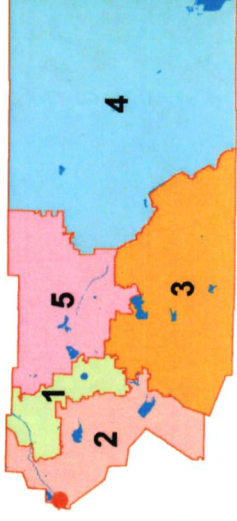
1. Any requirement for a spill prevention and emergency response plan, including any requirement to address measures to prevent sewage spills; procedures for spill control and containment, notifications, emergency response, cleanup, and spill and damage reporting.
2. Any requirement pertaining to storm drain systems and water courses within the vicinity of the project that could be affected by a sewage spill. Any sewage containment or prevention requirements.

Historic, Archeological or other Site Standards:

1. Any requirement to address, mitigate or avoid impacts to historic, archeological or other resources.

CEQA:

1. Any requirements to comply with the California Environmental Quality Act (CEQA) must be completed before the License is executed by Licensee or any of the Licensee Representatives.



Legend

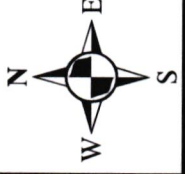
- Supervisorial District
- Project Vicinity

Description

Prado Dam Bicentennial Mural



VICINITY MAP



Attachment 1