

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



ITEM: 11.2  
(ID # 21310)

**MEETING DATE:**

Tuesday, March 14, 2023

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of License Agreement Between the Riverside County Flood Control and Water Conservation District and the Eastern Municipal Water District for Meridian Street Channel, Stage 1, Well 37 Facility and Discharge Pipeline Project (Encroachment Permit No. 3709), Project No. 4-0-00261, Nothing Further is Required Under CEQA, District 5. [\$0]

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

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) for approval of this License Agreement because all potentially significant environmental effects have been adequately analyzed in the prior Environmental Impact Report (EIR) (SCH No. 2003121068), adopted by the Lead Agency ("Eastern Municipal Water District") on August 9, 2004;
2. Approve the License Agreement between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("District" or "Licensor"), and the Eastern Municipal Water District, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911 ("Licensee");

Continued on Page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

3/2/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Gutierrez  
Nays: None  
Absent: Perez  
Date: March 14, 2023  
xc: Flood

Kimberly A. 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 Chair of the District's Board of Supervisors to execute the License Agreement on behalf of the District;
4. Authorize the General Manager-Chief Engineer, at his sole discretion, to administer the License Agreement and to terminate the License Agreement, if necessary, in accordance with the terms and conditions of the License Agreement; and
5. Direct the Clerk of the Board to return two (2) executed originals of the License Agreement to the District.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> The Licensee is funding all costs associated with the construction, operation and maintenance of the groundwater well (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> N/A	

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

**BACKGROUND:**

**Summary**

The Licensor owns, operates and maintains Meridian Street Channel, Stage 1 ("Channel"). The Channel is an essential part of the critical stormwater management system that provides flood protection to the region. The Licensee desires to (i) construct approximately 1,500 lineal feet each of 18-inch and 6-inch water conveyance pipelines and associated appurtenances, (ii) improve the Channel maintenance access road with approximately 1,750 lineal feet of 3-inch thick No. 4 coarse aggregate rock and (iii) construct, on behalf of Southern California Edison, approximately 75 lineal feet of electrical conduit, a concrete pull box including its associated work, and related appurtenances within the Licensor's held rights of way.

In addition, Licensee proposes to construct (i) a groundwater well pumping facility including its associated well pump and motor, (ii) frontage improvements including approximately 210 lineal feet of an 8-foot-high block wall and 8-foot-high access gates and (iii) removal of an existing idle facility along the edge of the San Jacinto River located within Licensee right of way.

This License Agreement sets forth the terms and conditions by which the Licensor will allow the Licensee to construct, inspect, operate, and maintain the groundwater piping facility and associated appurtenances within District-held rights of way.

Using the Channel as an access point for the Well 37 Facility and Discharge Pipeline Project ("Project") is in the best interest of the Licensee and the timely completion of the Project. Since

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

the Channel's flood control function is sporadic in nature, the Licensor does not see any unreasonable interference with the Channel's principal function or the Licensor's ability to operate and maintain the Channel during the duration of the Project.

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

**Environmental Findings**

Pursuant to Section 15096 of the CEQA Guidelines, Making Responsible Agency Findings, the District has considered the Notice of Determination and the EIR (SCH No. 2003121068) that was prepared by the Lead Agency, the Eastern Municipal Water District, for the Project within Meridian Street Channel's rights of way. The District, in its limited capacity as a Responsible Agency, finds that the construction, operation and maintenance activities associated with the Project as described in the License Agreement was adequately considered in the EIR. No additional responsible agency findings are required as this is merely an agreement to allow access from the water district and would not include any construction or operations of the site on the part of the District. The District finds that approval and execution of the License Agreement, which grants dual use of District right of way for the Project, will not have a significant impact on the environment. Therefore, no further analysis is required under CEQA.

**Impact on Residents and Businesses**

The proposed action entails no new fees, taxes or bonded indebtedness to residents or businesses. The monitoring well, a component of the Licensee's Project, will help to recharge the region's groundwater system and provide potable water service for the area.

**Additional Fiscal Information**

All operation and maintenance costs associated with the groundwater well will be borne by Licensee. Future operation and maintenance costs of the groundwater well facility will accrue to Licensee.

**ATTACHMENTS:**

1. Vicinity Map
2. License Agreement

AMR:blm  
P8/249474

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



Jason Farin, Principal Management Analyst 3/6/2023



Aaron Gettis, Deputy County Counsel 3/2/2023



LICENSE AGREEMENT  
 Meridian Street Channel, Stage 1  
 Well 37 Facility and Discharge Pipeline Project  
 Project No. 4-0-00261  
 Encroachment Permit No. 3709

This License Agreement ("License"), dated as of March 14, 23, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic, ("LICENSOR") and the Eastern Municipal Water District, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911 ("LICENSEE"). LICENSOR and LICENSEE are hereinafter collectively referred to as the "Parties" or individually as "Party".

RECITALS

A. LICENSOR is the owner of Meridian Street Channel, Stage 1, Project No. 4-0-00261, located in the City of San Jacinto identified as District Parcel Numbers 4020-123, 4261-7 and 4261-8 (Riverside County Assessor's Parcel Nos. 433-150-024, 433-150-054, 547-130-039, 547-130-043, 547-130-045), hereinafter called ("LICENSED PROPERTY"). Said LICENSED PROPERTY is shown in concept on Exhibit "A", attached hereto and made part hereof; and

B. LICENSEE desires to construct (i) approximately 1,500 lineal feet each of 18-inch and 6-inch water conveyance pipelines and associated appurtenances, (ii) to install an access road approximately 1,750 lineal feet in length of 3-inch thick of No. 4 coarse aggregate rock, and (iii) construct on behalf of Southern Californian Edison, approximately 75 lineal feet of electrical conduit, a concrete pull box including its associated work, and related appurtenances ("GROUNDWATER PIPING"). Associated with GROUNDWATER PIPING, LICENSEE also desires to construct (i) a groundwater well pumping facility including its associated well pump and motor, (ii) frontage improvements including approximately 210 lineal feet of an 8-foot high

block wall and 8-foot high access gates ("WELL 37"), and (iii) removal of an existing idle facility along the edge of the San Jacinto River located within Licensee right-of-way; and

C. GROUNDWATER PIPING begins near the intersection of the future Ramona Expressway and Esplanade Avenue roadway extensions and continues northwest parallel to both Meridian Street Channel and the back of the slope of the San Jacinto Levee along LICENSOR's rights-of-way, until reaching the existing well site. The proposed location within LICENSED PROPERTY is shown in concept on Exhibit "B", and is attached hereto and made a part hereof; and

D. WELL 37 will replace LICENSEE's existing and abandoned Well 14 to provide raw and potable water service for the area; and

E. LICENSOR desires to accommodate LICENSEE's request for permission to enter upon LICENSED PROPERTY for the installation, operation and maintenance of GROUNDWATER PIPING located within LICENSED PROPERTY.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto mutually agree as follows:

#### AGREEMENT

1. Grant of License/Right of Entry. LICENSOR hereby grants to LICENSEE, in accordance with the terms, covenants, conditions and provisions of this License, the non-exclusive license to enter onto LICENSED PROPERTY for the purpose of installing, operating and maintaining WELL 37 and the GROUNDWATER PIPING. It is expressly agreed that LICENSED PROPERTY shall be used by LICENSEE solely and exclusively for this purpose only.

2. Required Modifications Approvals. In connection with Paragraphs 1 and 20, if LICENSEE requires any new installations, modifications or maintenance that will require ground disturbance activities to GROUNDWATER PIPING, LICENSEE shall:

- i. Prepare or cause to be prepared, plans and specifications for GROUNDWATER PIPING, hereinafter together called "LICENSEE PLANS", and submit to LICENSOR (Attention: Encroachment Permits Section) for review and written approval.
- ii. Comply with all provisions, and its rules and regulations for Encroachment Permit No. 3709 (EP 3709), including any amendments thereto for GROUNDWATER PIPING or any other improvements within LICENSED PROPERTY.
- iii. Notify LICENSOR in writing (Attention: Encroachment Permits Section) at least twenty (20) calendar days prior to the start of construction of GROUNDWATER PIPING. Construction shall not begin on any element of GROUNDWATER PIPING for any reason whatsoever until LICENSOR has issued a written Notice to Proceed authorizing LICENSEE to commence construction of GROUNDWATER PIPING.
- iv. Continue to pay additional amount(s) as deemed reasonably necessary by LICENSOR to complete review and subsequent inspection of GROUNDWATER PIPING within thirty (30) calendar days after receipt of billing from LICENSOR.
- v. At the time of providing written notice to LICENSOR of the start of construction, furnish LICENSOR (Attention: Encroachment Permits Section) with its primary construction contractor and any subcontractor(s) that will be performing work on GROUNDWATER PIPING, including the corresponding license number and license classification of each. At such time, LICENSEE shall further identify in writing its designated superintendent for GROUNDWATER PIPING.

- vi. At the time of providing written notice to LICENSOR of the start of construction, furnish LICENSOR (Attention: Encroachment Permits Section) with a construction schedule which shall show the order and dates in which LICENSEE's contractor(s) proposes to carry on the construction of GROUNDWATER PIPING, including estimated start and completion dates. As construction of GROUNDWATER PIPING progresses, LICENSEE shall update said construction schedule as necessary or as requested by LICENSOR.
- vii. Prior to commencing construction of GROUNDWATER PIPING, furnish LICENSOR (Attention: Contract Services Section) with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as set forth in Section 13 below.
- viii. Throughout construction of GROUNDWATER PIPING, LICENSEE's contractor(s) shall maintain a safe working environment for LICENSOR's employees present at the jobsite and comply with all Cal/OSHA safety regulations including regulations concerning confined space.
- ix. Be responsible for providing LICENSOR (Attention: Encroachment Permits Section) with all necessary construction quality control reports including, but not limited to, materials testing and soil compaction reports to establish that GROUNDWATER PIPING were constructed in accordance with LICENSOR approved plans and specifications for GROUNDWATER PIPING.

3. Access and Maintenance of GROUNDWATER PIPING. After initial



installation, LICENSEE shall conduct routine maintenance and repairs of GROUNDWATER PIPING and maintain record of all LICENSED PROPERTY access and maintenance. In connection with Paragraph 2 above, LICENSEE shall notify both LICENSOR's Encroachment Permit Section and Operations and Maintenance Superintendent in writing at least thirty (30) calendar days before any scheduled modifications of GROUNDWATER PIPING. LICENSEE Shall include the following information in each such notification:

- Proposed starting date(s) and time(s),
- Proposed ending date(s) and time(s), and
- Description of the work to be done.

LICENSEE must receive written approval from LICENSOR prior to LICENSEE performing any such maintenance, which such approval by LICENSOR shall not be unreasonably withheld.

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

5. 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 6 below.

6. Termination.

A. This License may be terminated:

- i. Without cause by either Party upon thirty (30) calendar days advance written notice; or
- ii. By LICENSOR, after sixty (60) calendar days notices to LICENSEE, in the event of a material modification, cancellation, expiration or reduction in insurance coverage required by Section 13, and further described in Exhibit "C", attached hereto and made

part hereof.

- B. If LICENSEE refuses or fails to comply with the provisions of this License.
- C. At any time during the term of this License, LICENSEE may, upon five (5) calendar days' written notice, terminate this License, if LICENSOR orders any remediation, pursuant to Section 8.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.
- D. Upon the termination of this License, LICENSEE shall return LICENSED PROPERTY to original condition in accordance with Section 17 below.

7. Consideration. As consideration for the rights granted by this License, LICENSEE agrees to operate and maintain GROUNDWATER PIPING located on LICENSED PROPERTY and ensure GROUNDWATER PIPING shall not, in any way whatsoever, impair LICENSOR's primary flood control purpose and function or otherwise unreasonably interfere with or adversely affect LICENSOR's ability to operate, maintain, repair or reconstruct LICENSED PROPERTY or any of its appurtenant works.

8. Remediation.

- A. LICENSEE shall remove, at its sole cost and expense, any elements of GROUNDWATER PIPING (and any associated improvements within LICENSED PROPERTY) within sixty (60) calendar days of receipt of written notice from LICENSOR should LICENSOR, in its sole discretion, determine that such elements of GROUNDWATER PIPING or their associated use are incompatible with the operation and maintenance of LICENSED PROPERTY. Should LICENSEE fail to perform all

necessary work as directed by LICENSOR within sixty (60) calendar 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 LICENSED 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.

9. Liens. LICENSEE shall not permit to be placed against LICENSED 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.

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

11. 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.

12. 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 LICENSED 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 defend, at its sole expense, all costs and fees, including, but not limited to, attorneys' 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 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.

13. Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect insurance as required by LICENSOR in the amounts and coverage specified and issued by insurance companies as described in Exhibit "C". Prior to (i) entering PROPERTY or (ii) performing any work or maintenance on GROUNDWATER PIPING, LICENSEE shall furnish LICENSOR (Attention: Contract Services Section) with the insurance endorsements and certificates in the form and amounts specified in Exhibit "C", evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder. LICENSOR reserves the right to review and change the amount and type of insurance coverage it requires in connection with this License or the work to be performed on GROUNDWATER PIPING. A program of self-insurance shall be an acceptable alternative to satisfy the insurance provisions required under this License.

14. Inspection. LICENSOR and its representatives, employees, agents or independent contractors may enter and inspect LICENSED 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.

15. 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 LICENSED PROPERTY to LICENSEE.

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

17. 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 LICENSED 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 LICENSED 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 shall be responsible for any repairs, or cost of repairs, to any damage of LICENSOR's right-of-way caused by any malfunction of, or damages caused by the GROUNDWATER PIPING.
- E. LICENSEE must exercise due diligence in the protection of LICENSED PROPERTY against damage or destruction by fire, vandalism or other cause; and
- F. Upon notice of termination or revocation of this License but before its relinquishment to LICENSOR, and upon the request of LICENSOR and at LICENSEE's own cost and expense, LICENSEE shall remove the applicable GROUNDWATER PIPING facility and restore LICENSED PROPERTY to the same condition (or as close to) in which they were in prior to the construction, installation or maintenance of the GROUNDWATER PIPING facility thereunder, reasonable wear and tear excepted, unless the Parties otherwise agree 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 constructing, installing, maintaining or removing the GROUNDWATER PIPING facility. In case LICENSEE shall fail to restore LICENSED PROPERTY as aforesaid

within one hundred eighty (180) days after the effective date of termination, LICENSOR may proceed with such work at the expense of LICENSEE, or remove GROUNDWATER PIPING facility and appurtenances, if any, 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 GROUNDWATER PIPING facility is removed.

G. LICENSEE agrees not to damage LICENSED PROPERTY in the process of performing the permitted activities.

18. 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 LICENSED PROPERTY under this License.

19. 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.

20. 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 Section	EASTERN MUNICIPAL WATER DISTRICT 2270 Trumble Road Perris, CA 92570 Attn: Real Property Manager
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Either Party hereto may from time to time change its mailing address by written

notice to the other Party.

21. 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.

22. 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.

23. 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.

24. 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, at 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.

25. 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 23, no other persons or entity may have or acquire any right by virtue of this License.

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

27. Counterparts. This License 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 License 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 License. The Parties further agree that the electronic signatures of the Parties included in this License 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.

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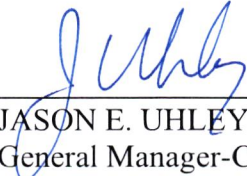
[SIGNATURES ON FOLLOWING PAGE]

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

3/14/23  
\_\_\_\_\_  
(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

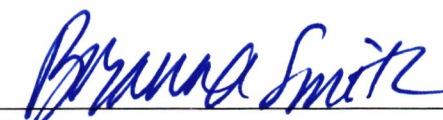
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board


By   
RYAN YABKO  
Deputy County Counsel

By   
Deputy

License Agreement with Eastern Municipal Water District  
Meridian Street Channel, Stage 1  
Well 37 Facility and Discharge Pipeline Project  
Project No. 4-0-00261  
Encroachment Permit No. 3709  
02/15/23  
AMR:blm

MAR 14 2023 11.2

**EASTERN MUNICIPAL WATER DISTRICT**, a  
public agency organized and existing under and by  
virtue of the Municipal Water District Law of 1911

By  \_\_\_\_\_  
SHAUN STONE  
Sr. Director of Engineering

(SEAL)

License Agreement with Eastern Municipal Water District  
Meridian Street Channel, Stage 1  
Well 37 Facility and Discharge Pipeline Project  
Project No. 4-0-00261  
Encroachment Permit No. 3709  
02/15/23  
AMR:blm





**Description**

Meridian Street Channel,  
Stage 1  
Project No. 4-0-00261

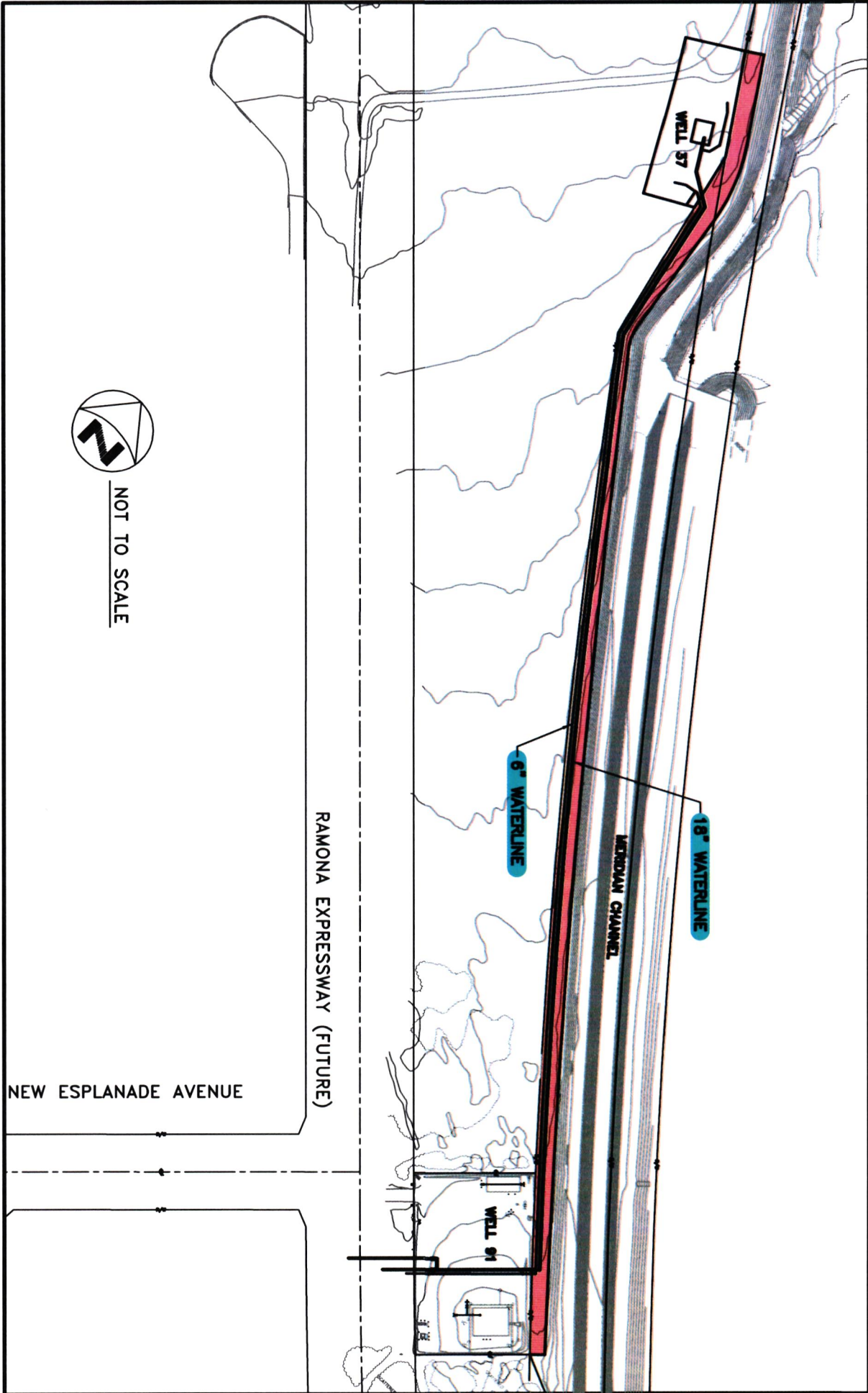


# EXHIBIT A





EXHIBIT B



NOT TO SCALE

NEW ESPLANADE AVENUE

RAMONA EXPRESSWAY (FUTURE)

MERRIMAN CHANNEL

18\" WATERLINE

6\" WATERLINE

WELL 87

WELL 81

## EXHIBIT C

LICENSOR's Insurance Requirements are as follows:

As a condition to this License Agreement, without limiting or diminishing LICENSEE's obligation to indemnify or hold LICENSOR harmless, LICENSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this License Agreement. As respects to the insurance section only, the "LICENSOR" herein refers to the Riverside County Flood Control and Water Conservation LICENSOR, the County of Riverside, its Agencies, LICENSORS, Special LICENSORS, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If LICENSEE has employees as defined by the State of California, LICENSEE 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 LICENSOR.

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 LICENSEE's performance of its obligations hereunder. Policy shall name the

## EXHIBIT C

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

C. Vehicle Liability:

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

D. General Insurance Provisions – All Lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the LICENSOR Risk Manager. If the LICENSOR's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. LICENSEE 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 LICENSOR Risk Manager before the commencement of

## EXHIBIT C

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

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

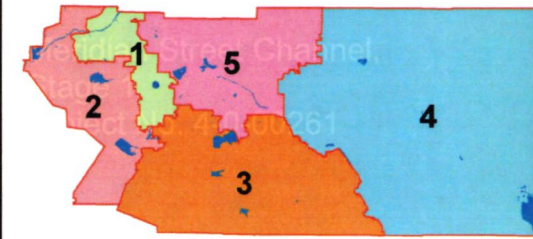
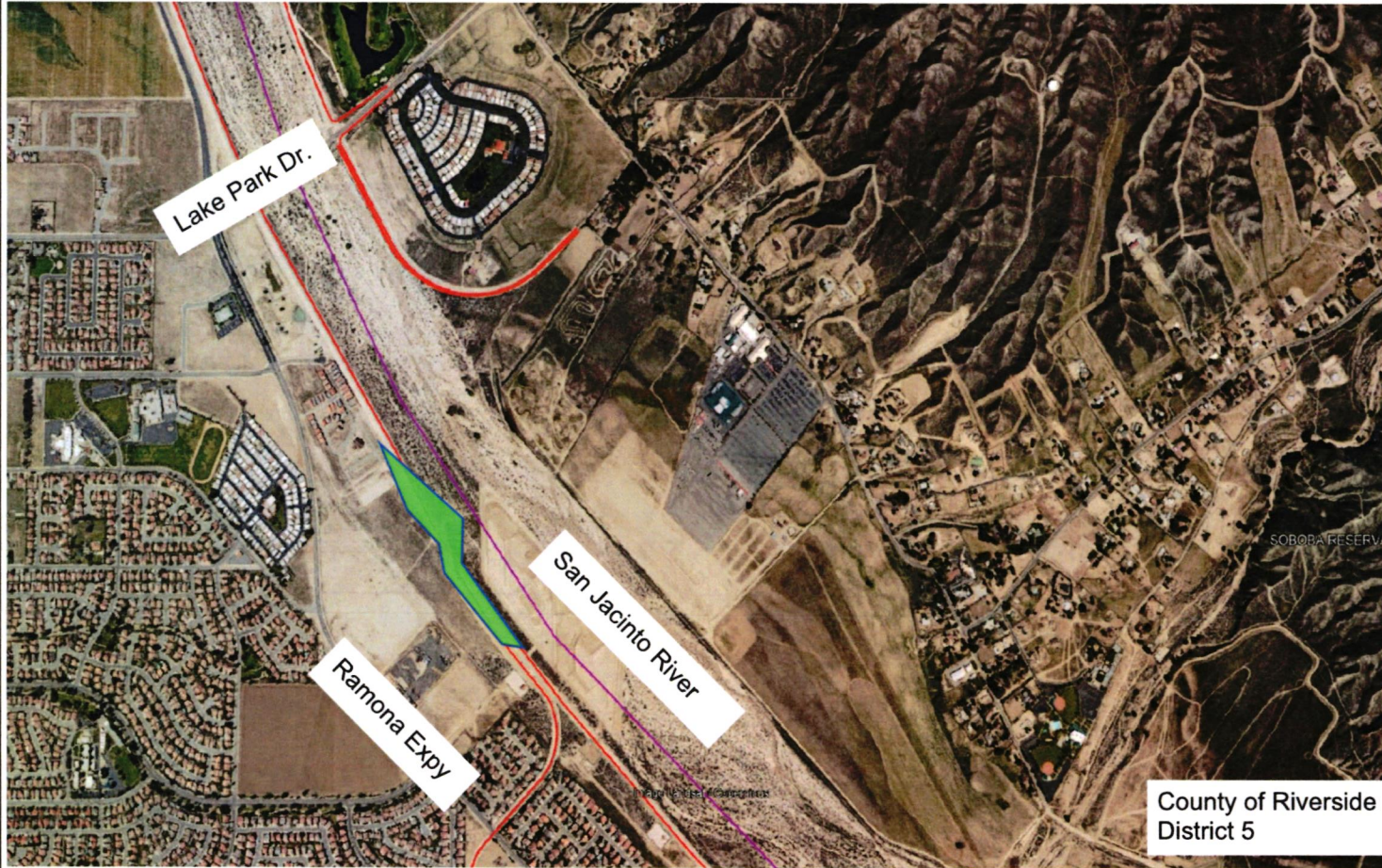
## EXHIBIT C

4. In the event of a material modification, cancellation, expiration or reduction in coverage, this License Agreement shall terminate forthwith, unless LICENSOR 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. ***LICENSEE shall not commence entry onto the LICENSED PROPERTY until LICENSOR has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Exhibit C. 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. LICENSOR reserves the right to require complete certified copies of all policies of LICENSEE's contractors and subcontractors, at any time.***
5. It is understood and agreed by the parties hereto that LICENSEE's insurance shall be construed as primary insurance, and LICENSOR's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.



## EXHIBIT C

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





**Legend**

-  Project Vicinity
-  Existing Facilities

**Description**

Meridian Street Channel,  
 Stage 1  
 Project No. 4-0-00261



# VICINITY MAP

