

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



ITEM: 11.4  
(ID # 21903)

**MEETING DATE:**

Tuesday, June 06, 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 Bautista Creek Channel – Recharge Basin Expansion, Stage 50 (Encroachment Permit No. 868), Project No. 4-0-00030-50, Nothing Further is Required Under CEQA, District 5. [\$0]

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

1. Find that approval of the License Agreement will not have a significant effect on the environment and that nothing further is required pursuant to the California Environmental Quality Act (CEQA) because all potentially significant effects on the environment have been adequately analyzed in the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors in Resolution No. F2016-22 on December 13, 2016, approving the Bautista Creek Channel-Recharge Basin Expansion, Stage 50 project;

Continued on Page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/23/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Gutierrez  
Nays: None  
Absent: Spiegel  
Date: June 6, 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:

2. Approve the License Agreement between the District ("Licensor") and the Eastern Municipal Water District ("Licensee");
3. Authorize the Chair of the District's Board of Supervisors to execute the License Agreement on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer 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 two (2) executed License Agreements to the District.

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

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

**BACKGROUND:**

**Summary**

The Riverside County Flood Control and Water Conservation District ("Licensor") owns, operates and maintains Bautista Creek Channel – Recharge Basin Expansion, Stage 50 ("Channel"). This License Agreement sets forth the terms and conditions by which Licensor will grant a revocable license to Eastern Municipal Water District ("Licensee") to (i) allow Licensee to construct and inspect above ground risers and associated appurtenances to include a concrete pad, gravel access road (10-inch wide), 16-inch and 18-inch waterlines with valves ("Project") within the Channel and (ii) allow Licensee to utilize portions of the Licensor's right of way to operate and maintain the Project.

The Channel is an essential part of the critical stormwater management system that provides flood protection to the region. Using the Channel as an access point for the Project is in the best interest of the Licensee. Since 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. The operation and maintenance of the Channel will continue to be a District responsibility.

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

**Prev. Agn. Ref.:** MT#2761, 11.3 of 12/13/16

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

**Environmental Findings**

The District's Board of Supervisors adopted Resolution No. F2016-22 on December 13, 2016 (Agenda Item No. 11.3) adopting a Mitigated Negative Declaration (SCH#2016081035) and Mitigation Monitoring and Reporting Program for the Channel finding that the Channel will not have a significant adverse effect on the environment. No further environmental review is warranted for the Channel at this time. The District also finds that no significant adverse impacts will occur as a result of executing the License Agreement. As such, no further analysis under CEQA is required.

**Impact on Residents and Businesses**

The proposed action entails no new fees, taxes or bonded indebtedness to residents or businesses.

**ATTACHMENTS:**

1. Vicinity Map
2. License Agreement

SK:blm  
P8/250924

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      5/31/2023

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel      5/23/2023

LICENSE AGREEMENT

Bautista Creek Channel - Recharge Basin Expansion, Stage 50

Project No. 4-0-00030-50

Encroachment Permit No. 868

This License Agreement ("License"), dated as of June 6, 2023, 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 Bautista Creek Channel, Project No. 4-0-00030, located in an incorporated area of Riverside County identified as District Parcel Number 4020-136B (Riverside County Assessor's Parcel No. 551-070-011), hereinafter called ("LICENSED PROPERTY"). Said LICENSED PROPERTY is shown in concept in blue on Exhibit "A", attached hereto and made part hereof; and

B. LICENSEE desires to construct above ground waterline risers and associated appurtenances to include: a concrete pad, gravel access road 10-inch wide, 16-inch and an 18-inch waterlines with valves at the proposed location within LICENSED PROPERTY ("WATERLINES") as shown in concept on Exhibit "B", attached hereto and made a part hereof. WATERLINES will connect to an existing 24-inch waterline owned and operated by LICENSEE; and

C. LICENSOR desires to accommodate LICENSEE's request for permission to enter upon LICENSED PROPERTY for the operation and maintenance of WATERLINES located within LICENSED PROPERTY.

JUN 6 2023 11.4

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 operating and maintaining WATERLINES. 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 Paragraph 1 above, if LICENSEE requires any new installations, modifications or maintenance that will require ground disturbance activities to WATERLINES, LICENSEE shall:

- i. Prepare or cause to be prepared, plans and specifications for WATERLINES, 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. 868 (EP 868), including any amendments thereto for WATERLINES 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 WATERLINES. Construction shall not begin on any element of WATERLINES for any reason whatsoever until LICENSOR has issued a written Notice to Proceed authorizing LICENSEE to commence construction of WATERLINES.

- iv. Continue to pay additional amount(s) as deemed reasonably necessary by LICENSOR to complete review and subsequent inspection of WATERLINES 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 WATERLINES, including the corresponding license number and license classification of each. At such time, LICENSEE shall further identify in writing its designated superintendent for WATERLINES.
- 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 WATERLINES, including estimated start and completion dates. As construction of WATERLINES progresses, LICENSEE shall update said construction schedule as necessary or as requested by LICENSOR.
- vii. Prior to commencing construction of WATERLINES, 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 I.13 below.
- viii. Throughout construction of WATERLINES, 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 WATERLINES were constructed in accordance with LICENSOR approved plans and specifications for WATERLINES.

3. Access and Maintenance of WATERLINES. After initial installation, LICENSEE shall conduct routine maintenance and repairs of WATERLINES 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 WATERLINES. 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. Immediately by LICENSOR in the event of a material modification, cancellation, expiration or reduction in insurance coverage required by Section 13 and further described in Exhibit "C".
- B. At any time during the term of this License, LICENSOR may, upon five (5) calendar days' written notice, terminate this License 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, LICENSOR may remove WATERLINES. Should it become necessary to remove WATERLINES, LICENSOR, at its sole discretion, instead may safely, adequately, and permanently cap WATERLINES.

7. Consideration. As consideration for the rights granted by this License, LICENSEE agrees to maintain WATERLINES located on LICENSED PROPERTY and ensure WATERLINES 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 WATERLINES (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 WATERLINES 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 the 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 regard to LICENSEE's actions upon LICENSED 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 LICENSED PROPERTY.

10. Damage or Destruction. LICENSOR has no obligation to reimburse LICENSEE for the loss of or damage to WATERLINES or to restore WATERLINES 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 LICENSOR 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" attached hereto and incorporated herein by reference. Prior to (i) entering PROPERTY or (ii) performing any work or maintenance on WATERLINES, 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 WATERLINES. 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;
- 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;
- 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;
- 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 WATERLINES;
- E. LICENSEE must exercise due diligence in the protection of LICENSED PROPERTY against damage or destruction by fire, vandalism or other cause;
- F. Upon notice of termination or revocation of this License but before its relinquishment to LICENSOR, LICENSEE shall, at its own cost and expense, remove any unused items generated by its use and LICENSED PROPERTY shall be left in a neat condition. LICENSEE agrees not to damage LICENSED PROPERTY in the process of performing the

permitted activities; and

- G. In no event shall LICENSEE have any claim against LICENSOR for any of the costs of constructing, installing, maintaining or removing the WATERLINES. In the event LICENSEE fails to restore LICENSED PROPERTY as required 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 or abandon WATERLINES, if any, and any other property of LICENSEE located on the LICENSED PROPERTY. Termination of the License shall not 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 WATERLINES are removed.

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

EASTERN MUNICIPAL WATER  
DISTRICT  
Post Office Box 8300

Riverside, CA 92501  
Attn: Contract Services

Perris, CA 92572-8300  
Attn: Armando Arroyo

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 ("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 Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this License Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this License Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties.

For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

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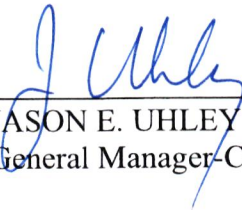
IN WITNESS WHEREOF, the Parties hereto have executed this License on


6/6/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer

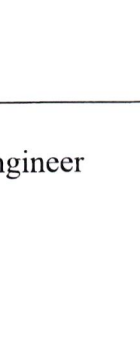
By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

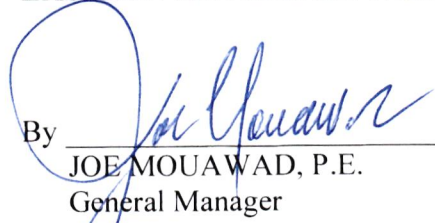
By   
BRADEN HOLLY  
Deputy County Counsel

By   
Deputy

License Agreement with Eastern Municipal Water District  
Bautista Creek Channel - Recharge Basin Expansion, Stage 50  
Project No. 4-0-00030-50  
Encroachment Permit No. 868  
04/18/23  
AMR:blm

JUN 6 2023 11.4

**EASTERN MUNICIPAL WATER DISTRICT**

By   
JOE MOUAWAD, P.E.  
General Manager

(SEAL)



License Agreement with Eastern Municipal Water District  
Bautista Creek Channel - Recharge Basin Expansion, Stage 50  
Project No. 4-0-00030-50  
Encroachment Permit No. 868  
04/18/23  
AMR:blm

**EXHIBIT A**

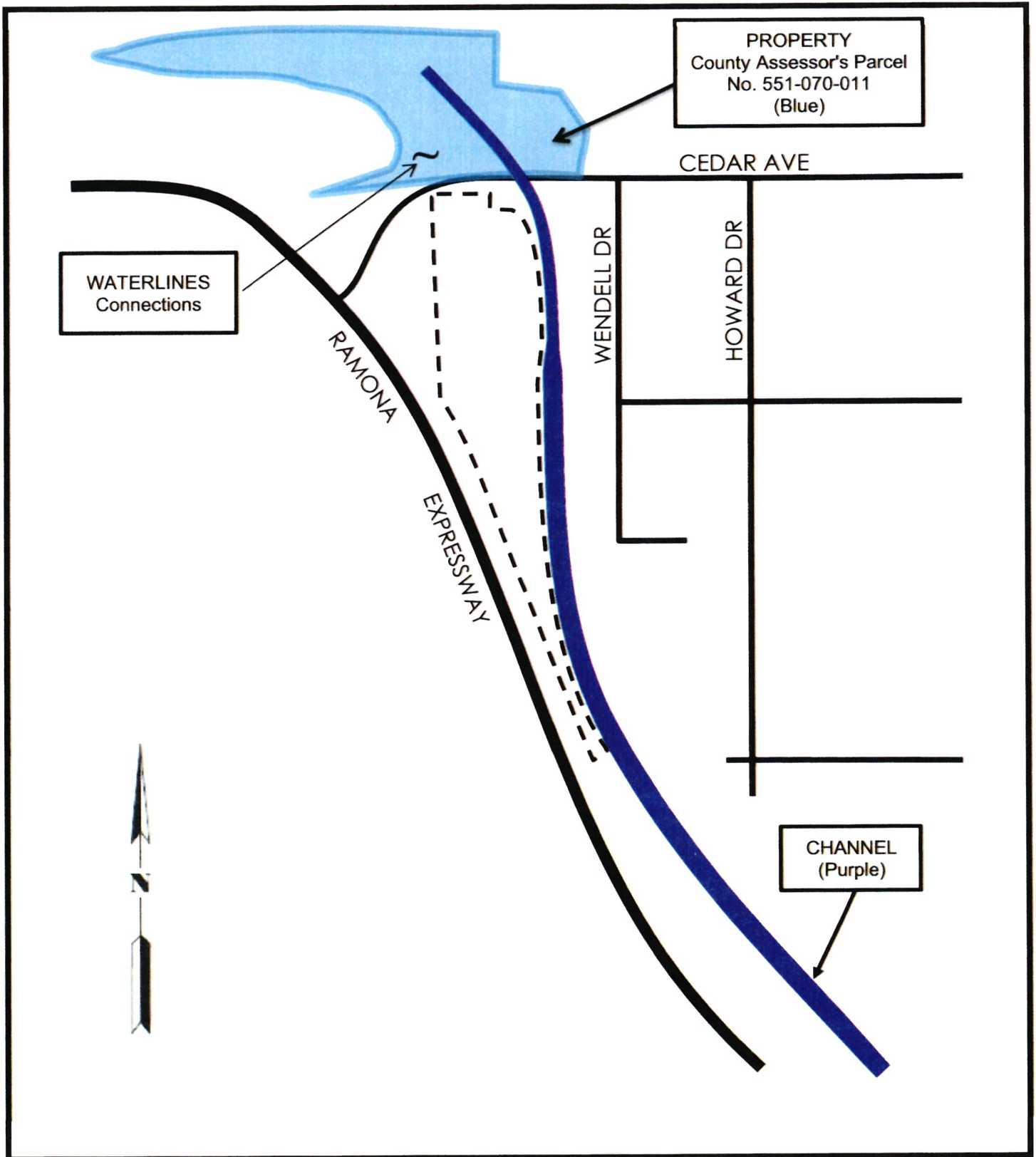
APN 551-070-011

Ramona Expressway

Cedar Avenue



# EXHIBIT B



## LICENSE AGREEMENT

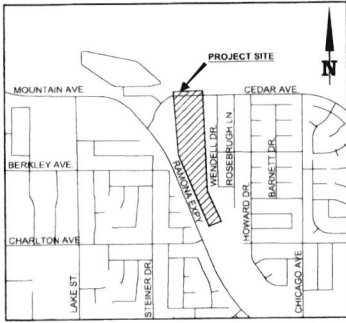
Bautista Creek Channel - Recharge Basin Expansion, Stage 50

Project No. 4-0-00030-5

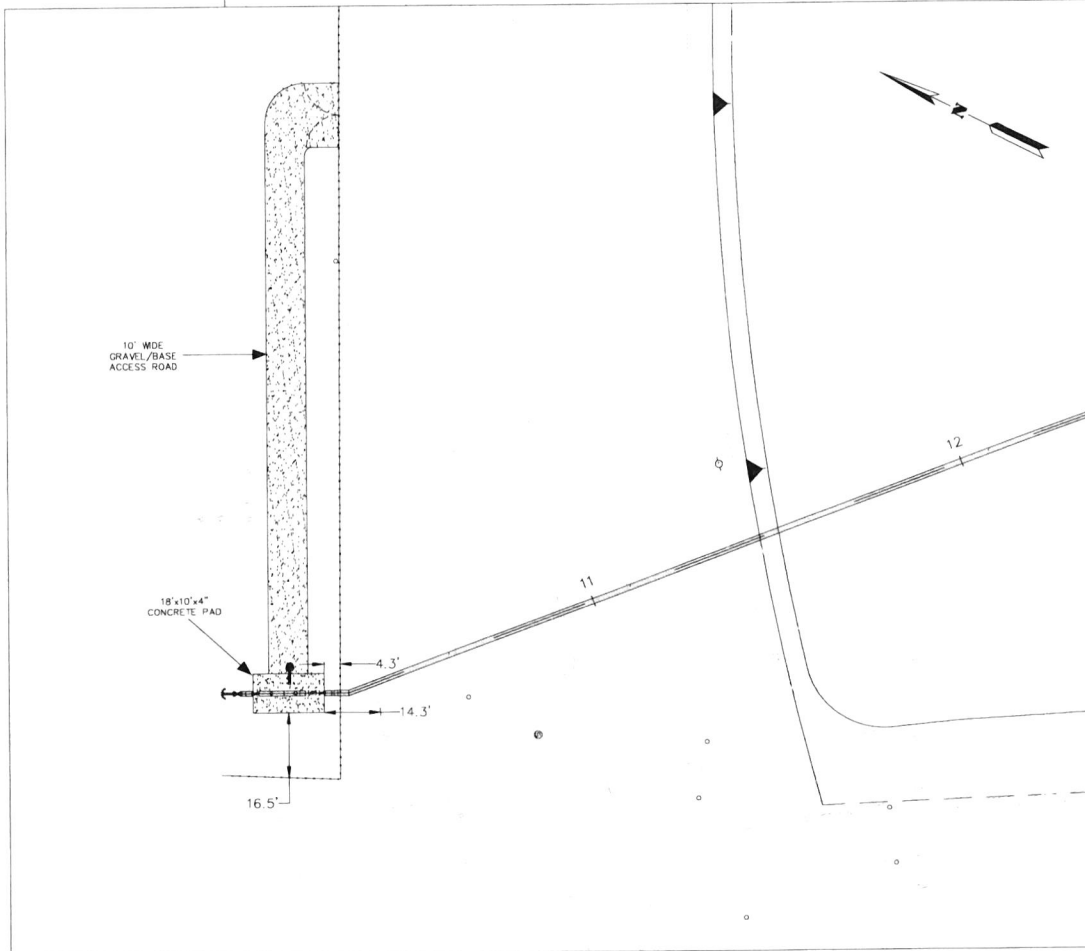
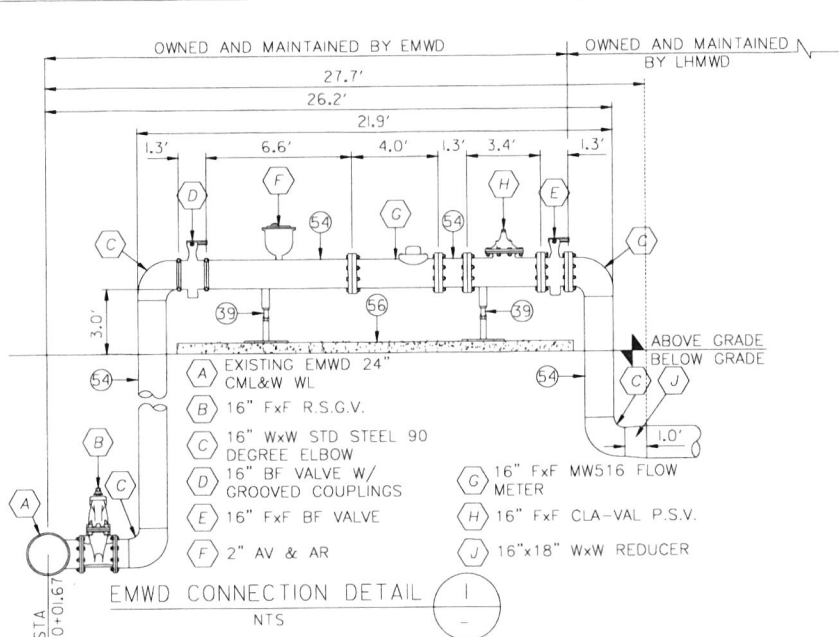
Encroachment Permit No. 868

Page 1 of 2

# EXHIBIT B



VICINITY MAP



**LICENSE AGREEMENT**

Bautista Creek Channel - Recharge Basin Expansion, Stage 50

Project No. 4-0-00030-50

Encroachment Permit No. 868

## 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.



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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.