

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



**ITEM: 14.7**  
(ID # 27401)

**MEETING DATE:**

Tuesday, April 01, 2025

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of License Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Perris for Ethanac Road Bridge, Encroachment Permit No. 4028, Nothing Further is Required Under CEQA, District 1. [\$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 Initial Study/Mitigated Negative Declaration adopted by the Lead Agency (City of Perris) on December 3, 2021;
2. Approve the License Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the City of Perris ("City");
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 License Agreements to the District.

**ACTION:**Policy


  
Edwin Quinonez 3/19/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, and Perez  
Nays: None  
Absent: Washington and Gutierrez  
Date: April 1, 2025  
xc: Flood

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: N/A</b>	

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

**BACKGROUND:**

**Summary**

The District owns, operates and maintains the San Jacinto River facility that provides flood protection and drainage improvements to the area. The City desires to (i) construct a 450-foot long by 113.5-foot-wide bridge crossing the San Jacinto River and ancillary structures, (ii) construct road improvements to connect the paved portion of Ethanac Road east of the bridge, (iii) construct road improvements to extend Ethanac Road from the westerly bridge abutment and (iv) three water quality basins, two maintenance access roads and associated appurtenances. The primary objective is to continue the planned extension of Ethanac Road west to Highway 74.

This License Agreement sets forth the terms and conditions by which the District will allow the City to construct, inspect, operate and maintain the Ethanac Bridge and associated appurtenances within District held easements.

The Ethanac Bridge will not conflict with the San Jacinto River primary function or the District's continued operation and maintenance of said facility. Upon completion of construction by the City, the City will assume ownership and responsibility for the operation and maintenance of the bridge and associated appurtenances located within District's easements. The District will assume operation and maintenance of the maintenance access road on the northwest side of Ethanac Bridge.

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

**Environmental Findings**

As the CEQA lead agency, the City has prepared and adopted a final MND for the project which contains mitigation measures to reduce the potential of significant impacts resulting from the project and is responsible for the implementation of the measures addressed in the MND. Pursuant to Section 15096 of the CEQA Guidelines, the District has considered the MND and has determined that the MND provided by the lead agency covers the proposed work within the District's right of way and no impacts beyond what was previously evaluated would occur. No further consideration is required under CEQA.

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**Impact on Residents and Businesses**

The proposed action entails no new fees, taxes or bonded indebtedness to residents or businesses. This project is required by the City for future extension of Ethanac Road to the west of the San Jacinto River. The residents and businesses within the City are the primary beneficiaries of the proposed bridge project.


**Additional Fiscal Information**

The City is funding the operation and maintenance costs associated with the public use components of the bridge within its rights of way. The operation and maintenance of the existing flood control facility will continue to be a District responsibility.

**ATTACHMENTS:**

1. Vicinity Map
2. License Agreement

AMR:zl  
P8/261156

  
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Jason Farin, Principal Policy Analyst      3/26/2025

  
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Aaron Gettis, Chief of Deputy County Counsel      3/19/2025



LICENSE AGREEMENT

Ethanac Road Bridge  
Encroachment Permit No. 4028

This License Agreement ("License Agreement"), dated as of APR 01 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("LICENSOR") and the City of Perris, a municipal corporation ("LICENSEE"). LICENSOR and LICENSEE are hereinafter collectively referred to as the "Parties" or individually as "Party."

RECITALS

A. LICENSOR is the owner of San Jacinto River, Project No. 4-0-00020, principally located in the city of Perris, identified as District Parcel Number 4020-1, hereinafter called "SAN JACINTO RIVER", shown in concept in peach on Exhibit "A", attached hereto and made part hereof;

B. SAN JACINTO RIVER is an essential and integral part of LICENSOR's regional system of stormwater management infrastructure that provides critical flood control and drainage to the City of Perris, and adjacent unincorporated areas;

C. SAN JACINTO RIVER is located within LICENSOR's existing easements and rights of way, hereinafter called "LICENSOR EASEMENTS";

D. LICENSEE desires to construct: (i) approximately 450-foot long by 113.5-foot wide bridge, and ancillary structures ("ROAD CROSSING") within Ethanac Road, (ii) approximately 625 linear feet of road improvements to connect the paved portion of Ethanac Road east of the river to the proposed ROAD CROSSING ("EASTERLY ROAD IMPROVEMENTS"), (iii) approximately 540 linear feet of road improvements to extend Ethanac Road from the westerly bridge abutment ("WESTERLY ROAD IMPROVEMENTS") and (iv) three water quality basins ("WATER QUALITY BASINS"), and associated



appurtenances, including, but not limited to, the riprap drainage swale east of San Jacinto River, piers, abutments, scour and slope protection, guardrails, fencing, retaining walls, decorative PCC concrete, asphalt concrete base, asphalt rubberized hot mix, AC paving, street surfacing, street inlets, catch basins and connector pipes ("BRIDGE IMPROVEMENTS"). Together, ROAD CROSSING, EASTERLY ROAD IMPROVEMENTS, WESTERLY ROAD IMPROVEMENTS, WATER QUALITY BASINS and BRIDGE IMPROVEMENTS are hereinafter called "ETHANAC BRIDGE," as shown in concept in red on Exhibit "B", attached hereto and made a part hereof;

E. Associated with ETHANAC BRIDGE, LICENSEE also desires to construct two maintenance access roads on the North-west ("NORTHWEST ACCESS ROAD") and North-east ("NORTHEAST ACCESS ROAD") within LICENSEE held rights of way, as shown in concept in orange on Exhibit "C", attached hereto and made a part hereof;

F. LICENSOR desires to operate and maintain the NORTHWEST ACCESS ROAD, as shown in concept in yellow on Exhibit "B", upon acceptance of the proposed flood control facility associated with Miscellaneous No. 211, as shown in concept in blue on Exhibit "B";

G. ETHANAC BRIDGE and its associated roadway improvements are required by the LICENSEE to continue the planned extension of Ethanac Road west to Highway 74;

H. LICENSEE desires to utilize portions of LICENSOR EASEMENTS, with said portions hereinafter collectively called "LICENSE AREA", as shown in concept in green on Exhibit "A";

I. SAN JACINTO RIVER flood control function is sporadic in nature and thus, construction and operation of ETHANAC BRIDGE may be accommodated within

LICENSE AREA to the extent that such uses do not unreasonably interfere with LICENSE AREA's principal function or LICENSOR's ability to operate and maintain SAN JACINTO RIVER;

J. LICENSEE will act as the sole lead agency pursuant to the California Environmental Quality Act (CEQA). As such, LICENSEE will have the corresponding responsibility to fulfill the obligations of a CEQA lead agency with respect to the ETHANAC BRIDGE;

K. Subject to the provisions of this License Agreement, LICENSOR is willing to (i) allow LICENSEE to cause the construction of the ETHANAC BRIDGE and (ii) allow LICENSEE to operate and maintain ETHANAC BRIDGE within LICENSE AREA;

L. In accordance with the provisions of this License Agreement, LICENSEE will (i) prepare, or cause to be prepared, plans and specifications for ETHANAC BRIDGE, NORTHWEST ACCESS ROAD and NORTHEAST ACCESS ROAD and submit to LICENSOR for its review and written approval, (ii) cause the construction, inspection of ETHANAC BRIDGE, NORTHWEST ACCESS ROAD and NORTHEAST ACCESS ROAD, and repair of ETHANAC BRIDGE and NORTHEAST ACCESS ROAD at no cost to LICENSOR, (iii) conduct periodic safety inspections of ETHANAC BRIDGE, (iv) accept ownership and responsibility for the structural integrity of ETHANAC BRIDGE, including the hydraulic capacity underneath ETHANAC BRIDGE within LICENSE AREA until such time LICENSOR accepts ownership and maintenance of the proposed San Jacinto River, Stage 3 facility connecting at the upstream terminus, (v) accept operation and maintenance of ETHANAC BRIDGE, NORTHWEST ACCESS ROAD and NORTHEAST ACCESS ROAD, and (vi) indemnify, defend, and hold LICENSOR harmless from any claims arising from

LICENSEE's or the public's use of ETHANAC BRIDGE or from LICENSEE's responsibilities in connection therewith or the condition thereof, in accordance with Section I.22. hereof;

M. In addition, LICENSEE will be responsible for the maintenance of ETHANAC BRIDGE features as follows: (i) routine maintenance of surface improvements and associated appurtenances, including, but not limited to, piers, abutments, scour and slope protection, guardrails, fencing, decorative PCC concrete, asphalt concrete base, asphalt rubberized hot mix, AC paving, street surfacing, street inlets, catch basins and connector pipes, (ii) general beautification maintenance over and under ETHANAC BRIDGE, including, but not limited to, weed abatement, trash removal, graffiti removal and any issues arising from homeless encampments and (iii) all of the improvements as shown on CITY's Street Improvement and Storm Drain Plans P8-805 within CITY right of way as approved under EP 4028; and

N. It is in the public interest to proceed with this License Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### SECTION I

LICENSEE shall:

1. Pursuant to the CEQA, continue to act in the Lead Agency role and be responsible for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to (i) construction, operation, repair and maintenance of ETHANAC BRIDGE and (ii) operation, repair and maintenance of ETHANAC BRIDGE.

2. Prior to constructing any improvements on, or performing any physical modifications within, LICENSE AREA, prepare or cause to be prepared plans and specifications for ETHANAC BRIDGE, NORTHWEST ACCESS ROAD and NORTHEAST ACCESS ROAD



("IMPROVEMENT PLANS") and submit to LICENSOR (Attention: Permitting Services Section) for review and approval.

3. Pay all reasonable costs associated with preparation of IMPROVEMENT PLANS, including LICENSOR's review and approval thereof.

4. Pay any costs associated with LICENSOR's preparation and administration of this License Agreement.

5. Secure, at its sole costs and expense, all necessary permits, approvals, licenses or agreements as may be required by any federal, state or local resource or regulatory agencies, as may be needed to construct, inspect, operate and maintain ETHANAC BRIDGE.

6. Grant shared easement access from Assessor's Parcel Number 330-160-065 to SAN JACINTO RIVER, as shown in concept in yellow on Exhibit "C".

7. Obtain and provide the easement access documents to LICENSOR for review.

8. Obtain an encroachment permit from LICENSOR (Attention: Permitting Services Section), pursuant to its rules and regulations and comply with all provisions set forth therein, prior to commencing construction of ETHANAC BRIDGE, or any other improvements within LICENSOR EASEMENTS.

9. Prior to commencing construction of ETHANAC BRIDGE within LICENSE AREA, furnish LICENSOR with copies of all permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agencies for the construction, operation, inspection and maintenance of ETHANAC BRIDGE. Such documents, include, but are not limited to, those issued by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of

Fish and Wildlife, the State Water Resources Control Board, and the Western Riverside County Regional Conservation Authority (the "REGULATORY PERMITS").

10. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation, inspection and maintenance of ETHANAC BRIDGE.

11. Take reasonable action to ensure that REGULATORY PERMITS, including any subsequent renewal or amendments thereto, will not (i) unreasonably impede LICENSOR's ability to perform all necessary operation and maintenance activities for SAN JACINTO RIVER as determined by LICENSOR or (ii) include any stipulations that would result in additional mitigation obligations being placed upon LICENSOR for maintenance operations within LICENSOR EASEMENTS.

12. Cause ETHANAC BRIDGE to be constructed in LICENSE AREA, in accordance with IMPROVEMENT PLANS approved by LICENSOR, and pay all costs associated therewith.

13. Provide LICENSOR with a reproducible duplicate copy of final record drawings.

14. Not permit any change to, or modification of, LICENSOR permitted IMPROVEMENT PLANS without the prior written permission and consent of LICENSOR, which shall not be unreasonably withheld, or delayed.

15. Assume sole responsibility for (i) the design, construction, inspection, of ETHANAC BRIDGE, (ii) the repair of ETHANAC BRIDGE, (iii) the operation and maintenance of ETHANAC BRIDGE, NORTHWEST ACCESS ROAD and NORTHEAST ACCESS ROAD and (iv) repairs at the base of the NORTHWEST ACCESS ROAD for failures caused by construction of IMPROVEMENT PLANS, including all necessary modifications, repairs,

corrections or temporary removal as reasonably deemed necessary by LICENSOR for the continuing function, reconstruction, repair or operation and maintenance of SAN JACINTO RIVER facility.

16. Within LICENSE AREA, (i) assume sole responsibility for the operation and maintenance of all LICENSEE constructed improvements, including, but not limited to, performing all necessary repairs and the routine removal of trash and debris, graffiti removal, including issues arising from homeless camps, associated with LICENSEE's and public's use of ETHANAC BRIDGE, (ii) assume sole responsibility for the structural integrity of ETHANAC BRIDGE, (iii) assume sole responsibility for the hydraulic capacity underneath ETHANAC BRIDGE until such time LICENSOR accepts ownership and maintenance of the proposed San Jacinto River, Stage 3 facility connecting at the upstream terminus and (iv) as between LICENSOR and LICENSEE, assume all liability associated with the public use of ETHANAC BRIDGE, including claims of third persons for injury or death or damage to property, subject to any defenses and immunities LICENSEE may have in response to such third-party claims. Said obligation shall not include any inverse condemnation liability of LICENSOR by reason of the location of SAN JACINTO RIVER or ETHANAC BRIDGE improvements thereto unless such liability is the result of LICENSEE's operations or use of the property by the public pursuant to LICENSEE's actual or tacit consent.

17. Protect the safety of the public who may utilize ETHANAC BRIDGE by conducting periodic safety inspections and promptly making repairs that are necessary to safeguard the public and its use thereof.

18. Promptly repair any damage to ETHANAC BRIDGE resulting from LICENSEE's or the public's use of ETHANAC BRIDGE under the license granted herein unless



such damage is the result of LICENSOR's customary operation, maintenance or improvements to its facilities located therein.

19. Waive any claim against LICENSOR for damages to ETHANAC BRIDGE resulting from LICENSOR's customary operation and maintenance activities performed within LICENSOR EASEMENTS or its appurtenant works, including any natural calamity, act of God, or any cause or conditions beyond the control of LICENSOR, save and except damages resulting from LICENSOR's active negligence or willful misconduct.

20. Immediately remove, upon written request by LICENSOR's General Manager-Chief Engineer, any improvements and/or equipment not previously approved by LICENSOR or cease use where LICENSEE has installed any such improvements and/or equipment or LICENSEE has used or allowed use of LICENSOR EASEMENTS in a manner which, in the reasonable opinion of LICENSOR's General Manager-Chief Engineer, would be detrimental to the operation of SAN JACINTO RIVER. If LICENSOR invokes this provision, it shall be required to communicate a detailed explanation of the basis for its determination that ETHANAC BRIDGE has become detrimental to the operation of SAN JACINTO RIVER in writing to LICENSEE and shall be required to meet and confer with LICENSEE's designated representatives prior to finalizing such opinion.

21. If in the opinion of the General Manager-Chief Engineer, LICENSEE's or the public's use of ETHANAC BRIDGE may cause or contribute to a public hazard, a public nuisance, degradation of water quality or any other matter of substantial concern to LICENSOR, LICENSOR reserves the right to reasonably require remediation and, if remediation is unsuccessful, to terminate this License Agreement.

22. Indemnify and hold harmless LICENSOR, its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent

contractors and subcontractors (collectively "INDEMNIFIED PARTIES") from any liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, employees, subcontractors, agents or representatives, arising from, related to or in any manner connected with LICENSEE's use and responsibilities in connection therewith of ETHANAC BRIDGE or the condition thereof, including, but not limited to, property damage, bodily injury or death or any other element of any kind or nature whatsoever arising from, related to, or in any manner connected with the public use of ETHANAC BRIDGE, except to the extent caused by INDEMNIFIED PARTIES' negligence or willful misconduct. LICENSEE shall defend, at its sole expense, all costs and fees, including, but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, INDEMNIFIED PARTIES in any claim or legal action based upon such alleged acts or omissions.

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

24. 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 INDEMNIFIED PARTIES to the fullest extent allowed by law.

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

## SECTION II

LICENSOR shall:

1. Act as a responsible agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Review, comment and approve, as appropriate, IMPROVEMENT PLANS prior to the start of constructing any improvements on, or performing any physical modifications within, LICENSE AREA.

3. Review, comment and approve, as appropriate on all REGULATORY PERMITS, including any subsequent renewal or amendments thereto, prior to final execution or acceptance by LICENSEE.

4. Review all easement access documents provided by LICENSEE.

5. Upon LICENSOR approval of IMPROVEMENT PLANS and REGULATORY PERMITS, issue an encroachment permit to LICENSEE for the construction, inspection, operation and maintenance of ETHANAC BRIDGE, NORTHWEST ACCESS ROAD and NORTHEAST ACCESS ROAD in accordance with LICENSOR approved IMPROVEMENT PLANS and subject to the provisions set forth in LICENSOR's Encroachment Permit.

6. Grant LICENSEE a revocable license to utilize LICENSE AREA for public purposes, provided that LICENSEE's activities do not, in any way whatsoever, unduly



compromise SAN JACINTO RIVER's primary flood control purpose and function or otherwise interfere with LICENSOR's ability to operate, maintain, repair or reconstruct SAN JACINTO RIVER or any appurtenant works. Said license may be revoked by LICENSOR in the event that said uses, in the reasonable discretion of LICENSOR's General Manager-Chief Engineer, unduly compromise SAN JACINTO RIVER's primary flood control purpose and function or interfere with LICENSOR's ability to operate and maintain SAN JACINTO RIVER.

7. Inspect ETHANAC BRIDGE, NORTHWEST ACCESS ROAD, and NORTHEAST ACCESS ROAD construction, as appropriate.

8. Provide LICENSEE with written notice of (i) any non-compatible use or condition that is not in conformity with the provisions of this License Agreement or (ii) any condition which, in the reasonable opinion of LICENSOR's General Manager-Chief Engineer, could adversely affect the primary flood control function of SAN JACINTO RIVER or LICENSOR's ability to operate and maintain SAN JACINTO RIVER, and grant LICENSEE ten (10) days from and after such notice to correct any such nonconforming use or condition.

9. Continue to maintain SAN JACINTO RIVER's structural integrity, including, but not limited to, lines and grades, inlets, fencing and ramps to such an extent that SAN JACINTO RIVER continues to function as a flood control facility at its design level.

10. Assume responsibility of the operation and maintenance of NORTHWEST ACCESS ROAD upon acceptance of the proposed flood control facility associated with Miscellaneous No. 211 construction as being complete, including the hydraulic capacity underneath ETHANAC BRIDGE.

11. Upon acceptance, ownership and maintenance of the proposed San Jacinto River, Stage 3 facility connecting at the upstream terminus of ETHANAC BRIDGE, assume

responsibility of the operation and maintenance of the hydraulic capacity underneath ETHANAC BRIDGE.

12. Assume no responsibility, obligation, or liability whatsoever, for (i) the design, construction, inspection, repair, of ETHANAC BRIDGE, (ii) operation and maintenance of ETHANAC BRIDGE or (iii) LICENSEE's or public's use of LICENSOR EASEMENTS as granted herein, unless done so expressly in writing approved by both Parties as an amendment or addendum to this License Agreement.

13. Other than in emergency situations, provide thirty (30) days written notice to LICENSEE should LICENSOR determine that a closure of ETHANAC BRIDGE for the purpose of operation, maintenance repair or re-construction is necessary.

### SECTION III

It is further mutually agreed:

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

2. LICENSOR reserves the right to terminate this License Agreement, and any encroachment permit issued thereto if, for any reason whatsoever, LICENSOR's General Manager-Chief Engineer reasonably determines that LICENSEE's or the public's use of LICENSE AREA is not compatible with SAN JACINTO RIVER primary flood control purpose or function.

3. ETHANAC BRIDGE shall, at all times, remain under the sole ownership and exclusive responsibility of LICENSEE. Nothing herein shall be construed as creating any obligation or responsibility on the part of LICENSOR to inspect, or warranty ETHANAC BRIDGE, or operate or maintain ETHANAC BRIDGE.

4. Except as otherwise provided herein, all construction work associated with ETHANAC BRIDGE shall be inspected by LICENSEE and shall not be deemed complete until approved and accepted as complete by LICENSEE.

5. LICENSOR personnel may observe and inspect all work being done on ETHANAC BRIDGE. It is further mutually agreed by the Parties hereto that any quality control comments from LICENSOR regarding said work shall be provided in writing to shall be provided to LICENSEE personnel who, as LICENSEE's construction contract administrator, shall be solely responsible for all official communications with its construction contractor(s).

6. As a condition to this License Agreement, without limiting or diminishing LICENSEE's obligation to indemnify or hold INDEMNIFIED PARTIES 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, LICENSOR 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 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. The policy shall be endorsed to waive subrogation in favor of LICENSOR and the County of Riverside.



- 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 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. 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 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.

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 the County of Riverside Risk Manager. If the County of Riverside 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. The LICENSEE's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County of Riverside Risk Manager before the commencement of use and operations under this License Agreement. Upon notification of deductibles or self-insured retentions unacceptable to LICENSOR, and at the election of the County of Riverside Risk Manager, LICENSEE's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects 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.

- iii. LICENSEE shall cause LICENSEE's insurance carrier(s) to furnish LICENSOR with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein or 2) if requested to do so orally or in writing by the County of Riverside 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 thirty (30) days written notice shall be given to LICENSOR prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LICENSEE's insurance carrier(s) do(es) 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.
- iv. 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. ***LICENSEE shall not commence entry onto***

*LICENSE AREA 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 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. LICENSOR reserves the right to require complete certified copies of all policies of LICENSEE's contractors and subcontractors, at any time.*

- v. It is understood and agreed to by the Parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and LICENSOR's and the County of Riverside'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 License Agreement or any extension thereof, there is a material change in the scope of the License 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 or watercraft), 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 County of Riverside Risk Manager's

reasonable judgment, the amount or type of insurance carried by LICENSEE has become inadequate.

vii. LICENSEE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this License Agreement.

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

7. This License Agreement is to be construed in accordance with the laws of the State of California.

8. If any provision of this License Agreement 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 fullest extent possible. It is expressly understood that this License Agreement is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in SAN JACINTO RIVER to LICENSEE.

9. This License Agreement is subordinate to all prior and future rights of LICENSOR in SAN JACINTO RIVER and the use of SAN JACINTO RIVER for the purposes in which it was acquired.

10. 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 Agreement and the attendant documents provided for herein, and this License Agreement and said additional documents are, accordingly, binding on said person or entity.



11. This License Agreement is made for the benefit of the Parties to this License Agreement and their respective successors and assigns, and except as provided in Section III.19., no other persons or entity may have or acquire any right by virtue of this License Agreement.

12. LICENSEE shall not permit to be placed against SAN JACINTO RIVER or any part thereof, any design professionals', mechanics', material man's, contractors' or subcontractors' liens with the regard to LICENSEE's actions upon SAN JACINTO RIVER. 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 SAN JACINTO RIVER caused by LICENSEE.

13. Any and all notices sent or required to be sent to the Parties of this License Agreement 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: Permitting Services Section

CITY OF PERRIS  
101 N. D Street  
Perris, CA 92570  
Attn: Clara Miramontes

14. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this License Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. The Parties hereto shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. LICENSEE shall proceed diligently with the performance of this License Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this License

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

16. This License Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this License Agreement was prepared as a matter of convenience by LICENSOR shall have no import or significance. Any uncertainty or ambiguity in this License Agreement shall not be construed against LICENSOR because LICENSOR prepared this License Agreement in its final form.

17. Any waiver by LICENSOR or by LICENSEE of any breach of any one or more of the terms of this License Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of LICENSOR or LICENSEE to require exact, full and complete compliance with any terms of this License Agreement shall not be construed as in any manner changing the terms hereof, or estopping LICENSOR or LICENSEE from enforcement hereof.

18. This License Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This License Agreement may be changed or modified only upon the written consent of the Parties hereto.

19. This License Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the other Party.

20. This License Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one 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 License 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 the CUETA as amended from time to time. The 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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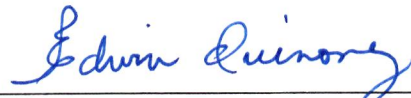
IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on

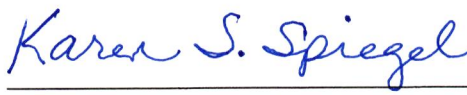
APR 01 2025

(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

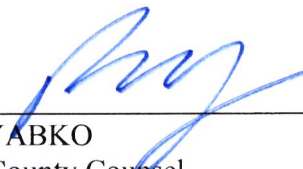
By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By   
RYAN YABKO  
Deputy County Counsel

By   
Deputy


(SEAL)

License Agreement with City of Perris  
Ethanac Road Bridge  
Encroachment Permit No. 4028  
AMR:blj  
01/28/25

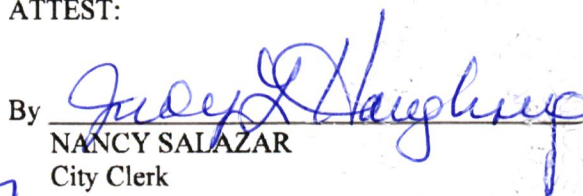
CITY OF PERRIS

By   
CLARA MIRAMONTES  
City Manager

APPROVED AS TO FORM:

By   
SUNNY K. SOLTANI  
City Attorney

ATTEST:

By   
NANCY SALAZAR  
City Clerk

(SEAL)



License Agreement with City of Perris  
Ethanac Road Bridge  
Encroachment Permit No. 4028  
AMR:blj  
01/28/25



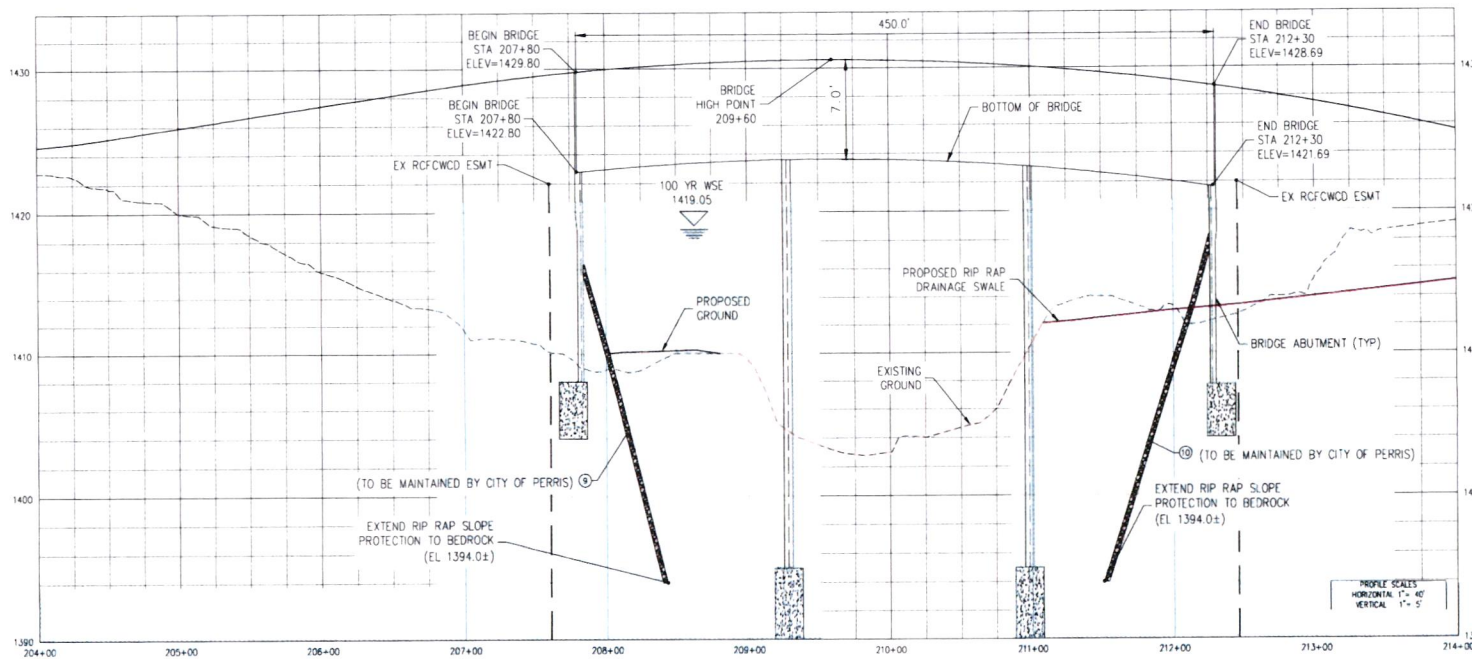
## Exhibit A



### LEGEND

-  License Area/ Project Site
-  Existing Facility

License Agreement  
Ethanac Road Bridge  
Encroachment Permit No. 4028

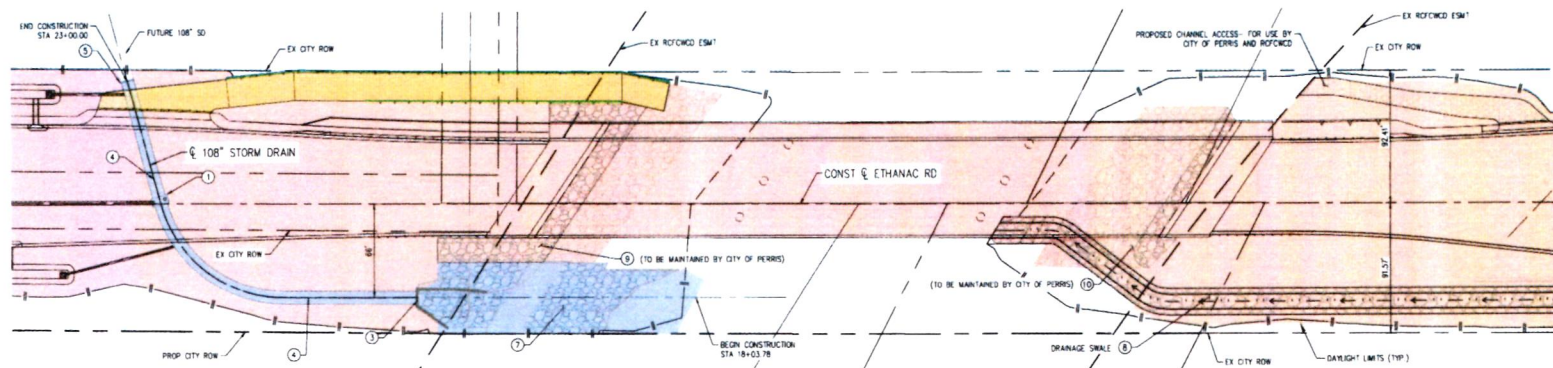


# CONSTRUCTION NOTES

1. INSTALL MANHOLE NO. 2 PER RCFCWD STD W252
2. INSTALL 60" WING HEADWALL PER SAN DIEGO REGIONAL STD DWG D-35A & D-35B
3. INSTALL TYPE A HEADWALL (H=16') PER CALTRANS STANDARD D90
4. INSTALL 108" REINFORCED CONCRETE PIPE
5. INSTALL CONCRETE BULKHEAD PER RCFCWD STD W816
6. CONSTRUCT RIPRAP SLOPE PROTECTION (42" THICK CLASS VI RIP RAP)
7. CONSTRUCT RIPRAP SWALE (33" THICK CLASS V RIP RAP)
8. CONSTRUCT RIPRAP SLOPE PROTECTION (42" THICK CLASS VI RIP RAP)
9. CONSTRUCT RIPRAP SLOPE PROTECTION (33" THICK CLASS V RIP RAP)

## LEGEND:

	PROPOSED RIPRAP
	PROPOSED W211 STORM DRAIN FACILITY TO BE MAINTAINED BY RCFCWD
	TO BE MAINTAINED BY THE CITY OF PERRIS
	TO BE MAINTAINED BY RCFCWD UPON ACCEPTANCE OF W211
	TO BE MAINTAINED BY CITY OF PERRIS
	PROPOSED CURB/CURB AND GUTTER
	STORM DRAIN CATCH BASIN
	STORM DRAIN DROP STRUCTURE
	DRAWING LIMITS
	CENTERLINE
	PROPOSED RIGHT OF WAY
	RETAINING WALL
	EXISTING RIGHT OF WAY
	EXISTING EASEMENT



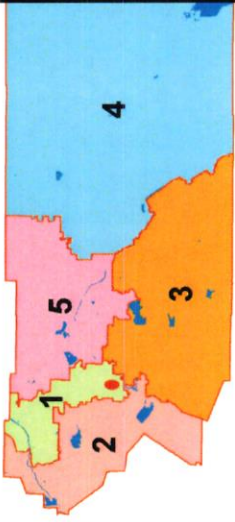
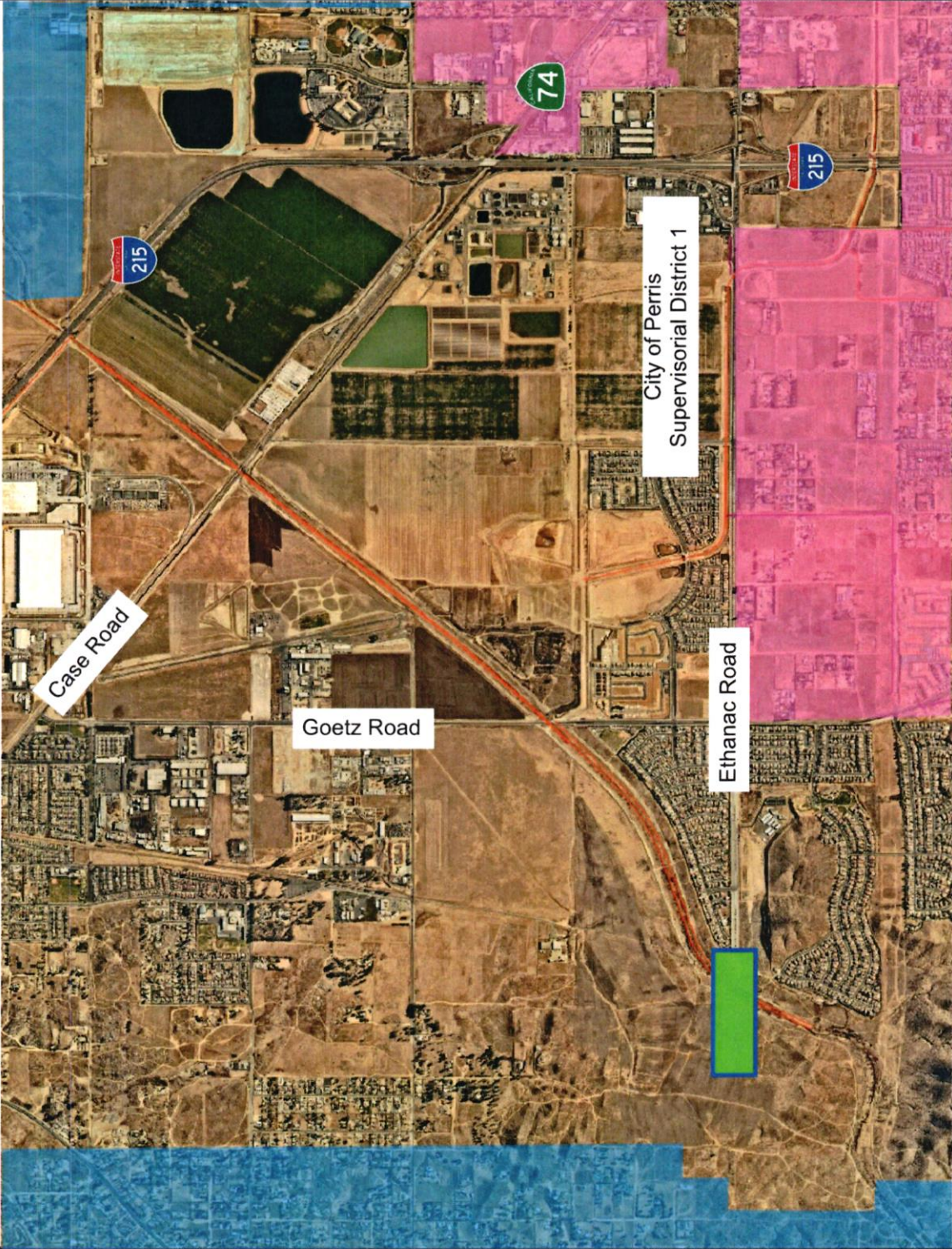
## EXHIBIT B

ETHANAC ROAD BRIDGE  
MAINTENANCE EXHIBIT  
10/24/2024





# VICINITY MAP

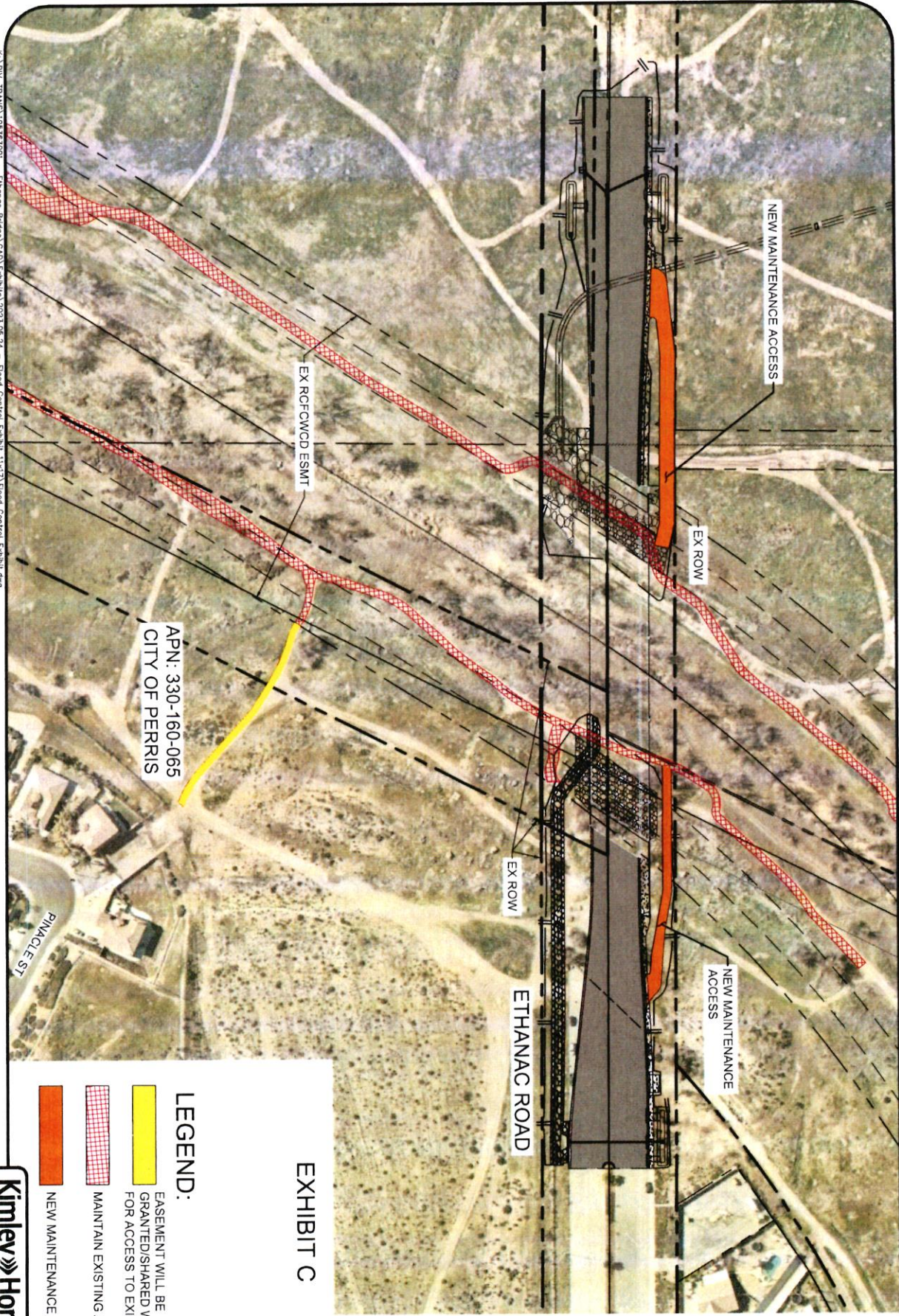


- Legend**
- Supervisorial District
  - Project Vicinity
  - Existing Facilities
  - Pending Acceptance Facilities
  - County of Riverside
  - City of Menifee

## Description

Ethanac Road Bridge  
Encroachment Permit No. 4028





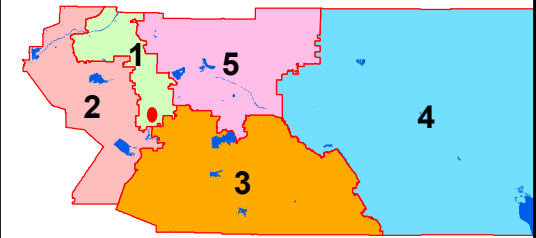
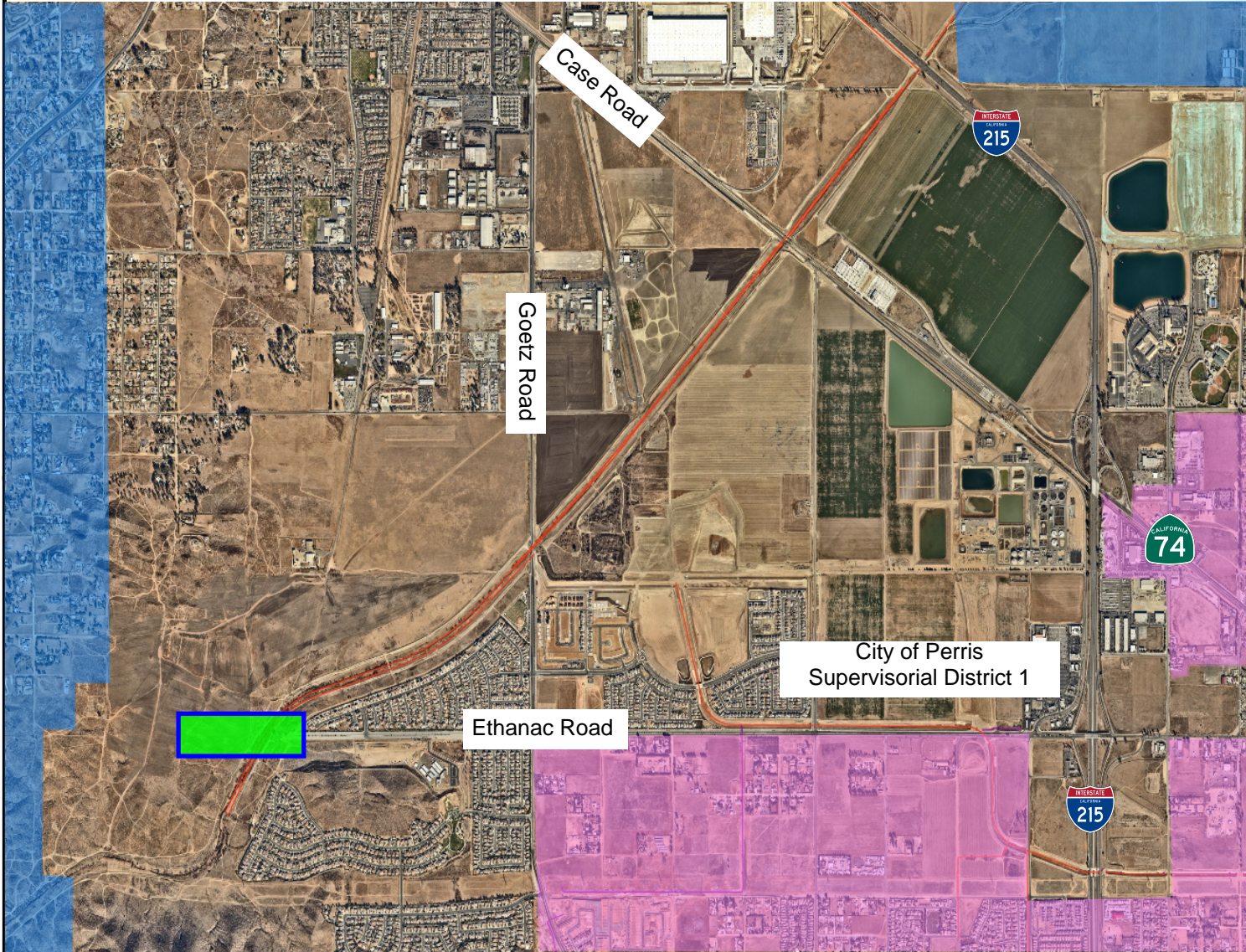
### EXHIBIT C

#### LEGEND:

- EASEMENT WILL BE GRANTED/SHARED WITH RCF&WCD FOR ACCESS TO EXISTING EASEMENT
- MAINTAIN EXISTING ACCESS
- NEW MAINTENANCE ACCESS

Kimley»Horn





### Legend

- Supervisorial District
- Project Vicinity
- Existing Facilities
- Pending Acceptance Facilities
- County of Riverside
- City of Menifee

### Description

Ethanac Road Bridge  
Encroachment Permit No. 4028



# VICINITY MAP

