

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



ITEM: 14.2
(ID # 28360)

MEETING DATE:

Tuesday, August 26, 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 Menifee for Paloma Wash Channel, Project No. 4-0-00111, Encroachment Permit No. 4186, Nothing Further is Required Under CEQA, District 3. [\$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 Town Center Specific Plan Environmental Impact Report (SCH#2009091022), adopted by the Lead Agency (City of Menifee) on May 10, 2023;
2. Approve the License Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the City of Menifee ("City");
3. Authorize the current 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


Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

8/7/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 26, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns, operates and maintains the Paloma Wash Channel facility, which provides flood protection and drainage improvements to the area. The City desires to (i) construct a 174-foot long by 14-foot wide by 16-foot high prefabricated bow steel truss multi-use pedestrian bridge, (ii) re-grade the existing channel slope, (iii) construct trail improvements and (iv) install associated appurtenances, including, but not limited to, concrete abutments, scour and slope protection, retaining walls, fencing, bicycle path, concrete ramps and walkways, lighting, irrigation systems and landscaping, portal columns, canopy shadings and seat walls. The primary objective is to create direct access from the City's Central Park to public transportation, shopping and other amenities located along Haun Road east of the Paloma Wash Channel facility.

This License Agreement sets forth the terms and conditions by which the District will allow the City to construct, inspect, operate and maintain the Paloma Wash Pedestrian Bridge and associated appurtenances within District-held right of way.

The Paloma Wash Pedestrian Bridge will not conflict with the Paloma Wash Channel's primary function or the District's continued operation and maintenance of said facility. The District, in accordance with the terms of the License Agreement, will grant the dual use of the right of way to the City. Upon completion of construction by the City, the City will assume ownership and responsibility for the operation and maintenance of the Paloma Wash Pedestrian Bridge and associated appurtenances located within the District's right of way.

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

Environmental Findings

As the CEQA lead agency, the City has prepared and adopted a Final Environmental Impact Report ("EIR") (SCH#2009091022) 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 EIR. Pursuant to Section 15096 of the CEQA Guidelines, the District, acting as a responsible agency, has considered the EIR and has determined that the EIR provided by the lead agency covers the proposed work within the District's right of way. 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. The project is required by the City to provide residents with direct access from the City's Central Park to public transportation, shopping and other amenities located along Haun Road. The residents and businesses within the City are the primary beneficiaries of the proposed pedestrian bridge project.

Additional Fiscal Information

The City is funding the operation and maintenance costs associated with the public use components of the pedestrian 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:blj
P8/263019



Douglas Cardonez Jr. 8/19/2025



Aaron Gettis, Chief of Deputy County Counsel 8/14/2025

LICENSE AGREEMENT
Paloma Wash Channel
Project No. 4-0-00111
Encroachment Permit No. 4186

This License Agreement ("License Agreement"), dated as of AUG 26 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 Menifee, 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 Paloma Wash Channel, Project No. 4-0-00111, principally located in the city of Menifee, identified as District Parcel Number 4111-500A, hereinafter called "PALOMA WASH CHANNEL", shown in concept in yellow on Exhibit "A", attached hereto and made part hereof;

B. PALOMA WASH CHANNEL 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 Menifee and adjacent unincorporated areas;

C. PALOMA WASH CHANNEL is located within LICENSOR's existing easements and rights of way, hereinafter called "LICENSOR EASEMENTS;"

D. LICENSEE desires to construct (i) a 174-foot long by 14-foot wide by 16-foot-high prefabricated bow steel-truss multi-use pedestrian bridge ("CHANNEL CROSSING"); (ii) associated appurtenances, including, but not limited to, concrete abutments, scour and slope protection, retaining walls, fencing, 4-inch crushed aggregate base bicycle path, concrete American Disability Act ("ADA") compliance ramps, 15-foot wide vehicle maintenance access road at top of banks along each side of PALOMA WASH CHANNEL and concrete walkways

beyond the pedestrian bridge ("BRIDGE IMPROVEMENTS"); (iii) portal columns, canopy shadings and seat walls ("ARCHITECTURAL FEATURES"); (iv) lighting, irrigation systems and landscaping ("LANDSCAPE FEATURES"); (v) re-grading of existing channel slope ("SLOPE GRADING") and (vi) trail improvements ("TRAIL IMPROVEMENTS"). Together, CHANNEL CROSSING, BRIDGE IMPROVEMENTS, ARCHITECTURAL FEATURES, LANDSCAPE FEATURES, SLOPE GRADING and TRAIL IMPROVEMENTS are hereinafter called "PALOMA WASH BRIDGE", as shown in concept on Exhibit "B", attached hereto and made a part hereof;

E. PALOMA WASH BRIDGE will create direct access from the LICENSEE's Central Park to public transportation, shopping and other amenities located along Haun Road east of PALOMA WASH CHANNEL;

F. 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";

G. The PALOMA WASH CHANNEL flood control function is sporadic in nature and thus, construction and operation of PALOMA WASH 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 PALOMA WASH CHANNEL;

H. 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 PALOMA WASH BRIDGE;

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

J. In accordance with the provisions of this License Agreement, LICENSEE will (i) prepare or cause to be prepared, plans and specifications for PALOMA WASH BRIDGE and submit to LICENSOR for its review and written approval; (ii) cause the construction, inspection of PALOMA WASH BRIDGE and repair of PALOMA WASH BRIDGE at no cost to LICENSOR; (iii) conduct periodic safety inspections of PALOMA WASH BRIDGE; (iv) accept ownership and responsibility for the structural integrity of PALOMA WASH BRIDGE; (v) accept operation and maintenance of PALOMA WASH BRIDGE; (vi) protect in place PALOMA WASH CHANNEL and (vii) indemnify, defend and hold LICENSOR harmless from any claims arising from LICENSEE's or the public's use of PALOMA WASH BRIDGE or from LICENSEE's responsibilities in connection therewith or the condition thereof;

K. In addition, LICENSEE will be responsible for the maintenance of PALOMA WASH 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 Portland Cement Concrete (PCC) concrete pavers, 6-inch PCC maintenance access road and pedestrian/bike ramp and lines and grades beneath PALOMA WASH BRIDGE; (ii) general beautification maintenance over and under PALOMA WASH 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 and associated appurtenances as shown on LICENSEE's Grading Plans for Paloma Wash Pedestrian Bridge, APN 360-850-010/PM 9504 as approved under EP 4186;

L. Additionally, LICENSOR will be responsible for operation and

maintenance of the PALOMA WASH CHANNEL, including the hydraulic capacity upstream and downstream of PALOMA WASH BRIDGE within LICENSE AREA; and

M. 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 the construction, operation, repair and maintenance of PALOMA WASH 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 PALOMA WASH BRIDGE ("IMPROVEMENT PLANS") and submit to LICENSOR (Attention: Permitting Services Section) for review and approval which shall not be unreasonably withheld or delayed.

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 operate and maintain PALOMA WASH BRIDGE.

6. 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 PALOMA WASH BRIDGE or any other improvements within LICENSOR EASEMENTS.

7. Prior to commencing construction of PALOMA WASH 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 PALOMA WASH 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 ("REGULATORY PERMITS").

8. 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 PALOMA WASH BRIDGE.

9. 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 PALOMA WASH CHANNEL 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.

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

11. Provide LICENSOR with a reproducible duplicate copy of final record drawings.
12. 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.
13. Assume sole responsibility for (i) the design, construction, inspection, of PALOMA WASH BRIDGE; (ii) the repair of PALOMA WASH BRIDGE; (iii) the operation and maintenance of PALOMA WASH BRIDGE and (iv) repairs at the base of PALOMA WASH BRIDGE 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 PALOMA WASH CHANNEL facility.
14. 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 PALOMA WASH BRIDGE; (ii) assume sole responsibility for the structural integrity of PALOMA WASH BRIDGE; (iii) assume sole responsibility for the operation and maintenance of the 15-foot wide vehicle maintenance access road and (iii) as between LICENSOR and LICENSEE assume all liability associated with the public use of PALOMA WASH 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 PALOMA WASH CHANNEL or PALOMA WASH 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.

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

16. 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 AREA under this License Agreement.

17. Promptly repair any damage to PALOMA WASH BRIDGE resulting from LICENSEE's or the public's use of PALOMA WASH 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.

18. Waive any claim against LICENSOR for damages to PALOMA WASH 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.

19. 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 PALOMA WASH CHANNEL. If LICENSOR invokes this provision, it shall be required to communicate a detailed explanation of the basis for its

determination that PALOMA WASH BRIDGE has become detrimental to the operation of PALOMA WASH CHANNEL in writing to LICENSEE and shall be required to meet and confer with LICENSEE's designated representatives prior to finalizing such opinion.

20. If in the opinion of the General Manager-Chief Engineer, LICENSEE's or the public's use of PALOMA WASH 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.

- a) LICENSEE shall remove, at its sole cost and expense, any elements of PALOMA WASH BRIDGE (and any associated improvements within LICENSE AREA) within sixty (60) calendar days of receipt of written notice from LICENSOR should LICENSOR, in its sole discretion, determine that such elements of PALOMA WASH BRIDGE or their associated use are incompatible with the operation and maintenance of LICENSOR EASEMENTS. 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 Agreement.
- b) In the event of a dispute between LICENSEE and LICENSOR as to whether public use of PALOMA WASH BRIDGE may cause or contribute to a public hazard, a public nuisance, degradation of water quality or any other matter of substantial concern, the Parties shall meet and confer for at least thirty (30) days in an attempt to resolve the dispute.

21. 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 PALOMA WASH 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 PALOMA WASH 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.

22. 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.

23. 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 Section 2782. Such interpretation shall not relieve LICENSEE from indemnifying INDEMNIFIED PARTIES to the fullest extent allowed by law.

24. LICENSEE shall strictly adhere to the following restrictions:

- a) LICENSEE may not place or dump garbage, trash or refuse anywhere upon or within LICENSED AREA;
- 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 AREA;
- c) LICENSEE may not disturb, move or remove any rocks or boulders upon LICENSED AREA, 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 EASEMENTS caused by any malfunction of or damages caused by PALOMA WASH BRIDGE;
- e) LICENSEE must exercise due diligence in the protection of LICENSED AREA against damage or destruction by fire, vandalism or other cause;
- f) Upon notice of termination or revocation of this License Agreement 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 PALOMA WASH BRIDGE facility and restore LICENSED AREA to the same condition (or as close to) in

which it was in prior to the construction, installation or maintenance of PALOMA WASH BRIDGE 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 PALOMA WASH BRIDGE facility. In case LICENSEE shall fail to restore LICENSED AREA 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 PALOMA WASH BRIDGE facility and appurtenances, if any and any other property of LICENSEE located on LICENSED AREA. 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 PALOMA WASH BRIDGE facility is removed; and

- g) LICENSEE agrees not to damage LICENSED AREA in the process of performing the permitted activities.

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. Such approval shall not be unreasonably withheld or delayed.

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. Such approval shall not be unreasonably withheld or delayed.

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

5. In accordance with the terms, covenants, conditions and provisions of this License Agreement, grant LICENSEE a revocable license to utilize LICENSE AREA as depicted on Exhibit "A", for public purposes, provided that LICENSEE's activities do not, in any way whatsoever, unduly compromise PALOMA WASH CHANNEL's primary flood control purpose and function or otherwise interfere with LICENSOR's ability to operate, maintain, repair or reconstruct PALOMA WASH CHANNEL 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 PALOMA WASH CHANNEL's primary flood control purpose and function or interfere with LICENSOR's ability to operate and maintain PALOMA WASH CHANNEL.

6. Inspect PALOMA WASH BRIDGE construction as appropriate.

7. 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 PALOMA WASH CHANNEL or LICENSOR's ability to operate and maintain PALOMA WASH CHANNEL and grant LICENSEE ten (10) days from and after such notice to correct any such nonconforming use or condition.

8. Continue to maintain PALOMA WASH CHANNEL's hydraulic capacity upstream and downstream of PALOMA WASH BRIDGE.

9. Assume no responsibility, obligation or liability whatsoever for (i) the design, construction, inspection, repair of PALOMA WASH BRIDGE; (ii) operation and maintenance of PALOMA WASH 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.

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

11. Reserve the rights to make changes or additions to the encroachment permit after issuance to LICENSEE if such modifications are deemed necessary for the protection of PALOMA WASH CHANNEL or for the health and safety of the public.

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:

- i. Without cause upon thirty (30) calendar days advance written notice.
- ii. By LICENSOR, after sixty (60) calendar days' notice to LICENSEE, in the event of a material modification, cancellation, expiration or reduction in insurance coverage required by Section III.6 and further described in Exhibit "C", attached hereto and made part hereof.
- iii. If LICENSOR's General Manager-Chief Engineer determines that LICENSEE's or the public's use of LICENSOR EASEMENTS is not compatible with PALOMA WASH CHANNEL primary flood control purpose or function.
- iv. If LICENSEE refuses or fails to comply with the provisions of this License.
- v. At any time during the term of this License Agreement, LICENSEE may, upon thirty (30) calendar days' written notice, terminate this License Agreement, if LICENSOR orders any remediation, pursuant to Section I.20. above, which LICENSEE, in its sole discretion, believes would render the purpose of the License Agreement moot or close enough thereto to destroy the value of the License Agreement to LICENSEE. In the event of a dispute between LICENSEE and LICENSOR as to whether the uses are not compatible the Parties shall meet and confer for at least thirty (30) days in an attempt to resolve the dispute.
- vi. Upon the termination of this License Agreement, LICENSEE shall return LICENSED AREA to original condition in accordance with Section I.24.f.

3. PALOMA WASH 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 PALOMA WASH BRIDGE or operate or maintain PALOMA WASH BRIDGE.

4. Except as otherwise provided herein, all construction work associated with PALOMA WASH 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 PALOMA WASH 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 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, 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 LICENSED AREA or (ii) performing any work or maintenance on PALOMA WASH BRIDGE, 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 Agreement or the work to be performed on PALOMA WASH BRIDGE. A program of self-insurance shall be an acceptable alternative to satisfy the insurance provisions required under this License Agreement.

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 PALOMA WASH CHANNEL to LICENSEE.

9. This License Agreement is subordinate to all prior and future rights of LICENSOR in PALOMA WASH CHANNEL and the use of PALOMA WASH CHANNEL 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 PALOMA WASH CHANNEL or any part thereof, any design professionals', mechanics', material man's, contractors' or subcontractors' liens with the regard to LICENSEE's actions upon PALOMA WASH CHANNEL. 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 PALOMA WASH CHANNEL 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 MENIFEE
29844 Haun Road
Menifee, CA 92586
Attn: Armando G. Villa
City Manager

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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[Signatures on following page]

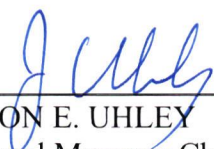
IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on


AUG 26 2025

(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

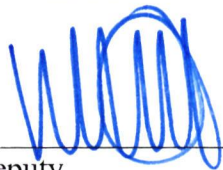
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
RYAN YABKO
Deputy County Counsel

By 
Deputy

(SEAL)

License Agreement with City of Meniffee
Paloma Wash Channel
Project No. 4-0-00111
Encroachment Permit No. 4186
AMR: rlp
07/21/25

CITY OF MENIFEE,
a municipal corporation

By 
ARMANDO G. VILLA
City Manager

APPROVED AS TO FORM:

ATTEST:

By *Jeffrey T. Melching, City Attorney*
JEFFREY T. MELCHING
City Attorney

By *Stephanie Roseen*
STEPHANIE ROSEEN
City Clerk

(SEAL)

License Agreement with City of Meniffee
Paloma Wash Channel
Project No. 4-0-00111
Encroachment Permit No. 4186
AMR:rlp
07/21/25

Certificate Of Completion

Envelope Id: 08BFF91A-BDA1-40CA-AEDB-5DF7312776A
 Subject: License Agreement - CIP 20-13 Paloma Wash Pedestrian Bridge Project
 Source Envelope:
 Document Pages: 28
 Certificate Pages: 6
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Purchasing
 29844 Haun Rd
 Menifee, CA 92586
 purchasing@cityofmenifee.us
 IP Address: 47.180.183.201


Record Tracking

Status: Original
 7/31/2025 9:26:49 AM
 Holder: Purchasing
 purchasing@cityofmenifee.us
 Location: DocuSign

Signer Events

Amir Zaki
 azaki@cityofmenifee.us
 Finance Manager
 City of Menifee
 Security Level: Email, Account Authentication
 (None)

Signature


 Signature Adoption: Pre-selected Style
 Using IP Address: 47.180.183.201

Timestamp

Sent: 7/31/2025 9:28:13 AM
 Viewed: 7/31/2025 9:30:46 AM
 Signed: 7/31/2025 9:30:49 AM

Electronic Record and Signature Disclosure: Not Offered via Docusign

Carlos Geronimo, Engineering Manager
 cgeronimo@cityofmenifee.us
 Security Level: Email, Account Authentication
 (None)


 Signature Adoption: Drawn on Device
 Using IP Address: 47.180.183.201
 Signed using mobile

Sent: 7/31/2025 9:30:51 AM
 Viewed: 7/31/2025 10:01:50 AM
 Signed: 7/31/2025 10:02:21 AM

Electronic Record and Signature Disclosure: Accepted: 7/31/2025 10:01:50 AM ID: 125bad52-f56a-4064-8121-3d44451eb8dc

Nick Fidler
 nfidler@cityofmenifee.us
 Public Works Director
 Security Level: Email, Account Authentication
 (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 47.180.183.201

Sent: 7/31/2025 11:04:36 AM
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 Signed: 7/31/2025 4:48:40 PM

Electronic Record and Signature Disclosure: Not Offered via Docusign

Jenny McConville
 jmconville@cityofmenifee.us
 Management Analyst I
 City of Menifee
 Security Level: Email, Account Authentication
 (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 47.180.183.201

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Electronic Record and Signature Disclosure: Not Offered via Docusign

Signer Events	Signature	Timestamp
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Margarita Cornejo
 mcornejo@cityofmenifee.us
 Financial Services Manager
 City of Menifee
 Security Level: Email, Account Authentication (None)

MC
 Signature Adoption: Pre-selected Style
 Using IP Address: 47.180.183.201

Sent: 8/3/2025 11:32:50 PM
 Resent: 8/4/2025 9:33:35 AM
 Viewed: 8/4/2025 9:50:41 AM
 Signed: 8/4/2025 9:50:49 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jeffrey T. Melching, City Attorney
 jmelching@rutan.com
 City Attorney
 Jeffrey Melching
 Security Level: Email, Account Authentication (None)

Jeffrey T. Melching, City Attorney
 Signature Adoption: Pre-selected Style
 Using IP Address: 72.134.25.221

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Electronic Record and Signature Disclosure:
 Accepted: 4/9/2020 8:22:40 AM
 ID: 47b0aea7-3c89-4194-92b4-d4339241fe3c

Armando Villa
 avilla@cityofmenifee.us
 City Manager
 City of Menifee
 Security Level: Email, Account Authentication (None)

Armando Villa
 Signature Adoption: Drawn on Device
 Using IP Address: 47.180.183.201

Sent: 8/4/2025 12:33:30 PM
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 Signed: 8/4/2025 1:20:28 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/10/2020 9:54:50 AM
 ID: 09f82e0b-3f61-4a80-be5e-15f23ed87802

Stephanie Roseen
 sroseen@cityofmenifee.us
 City Clerk
 City of Menifee
 Security Level: Email, Account Authentication (None)

Stephanie Roseen
 Signature Adoption: Pre-selected Style
 Using IP Address:
 2603:8001:8601:191f:96a:9e47:2ca9:cde9
 Signed using mobile

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Charles (Chuck), Records Technician
 cbenjamin@cityofmenifee.us
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/4/2025 2:30:30 PM

Electronic Record and Signature Disclosure:
 Accepted: 8/4/2025 11:06:20 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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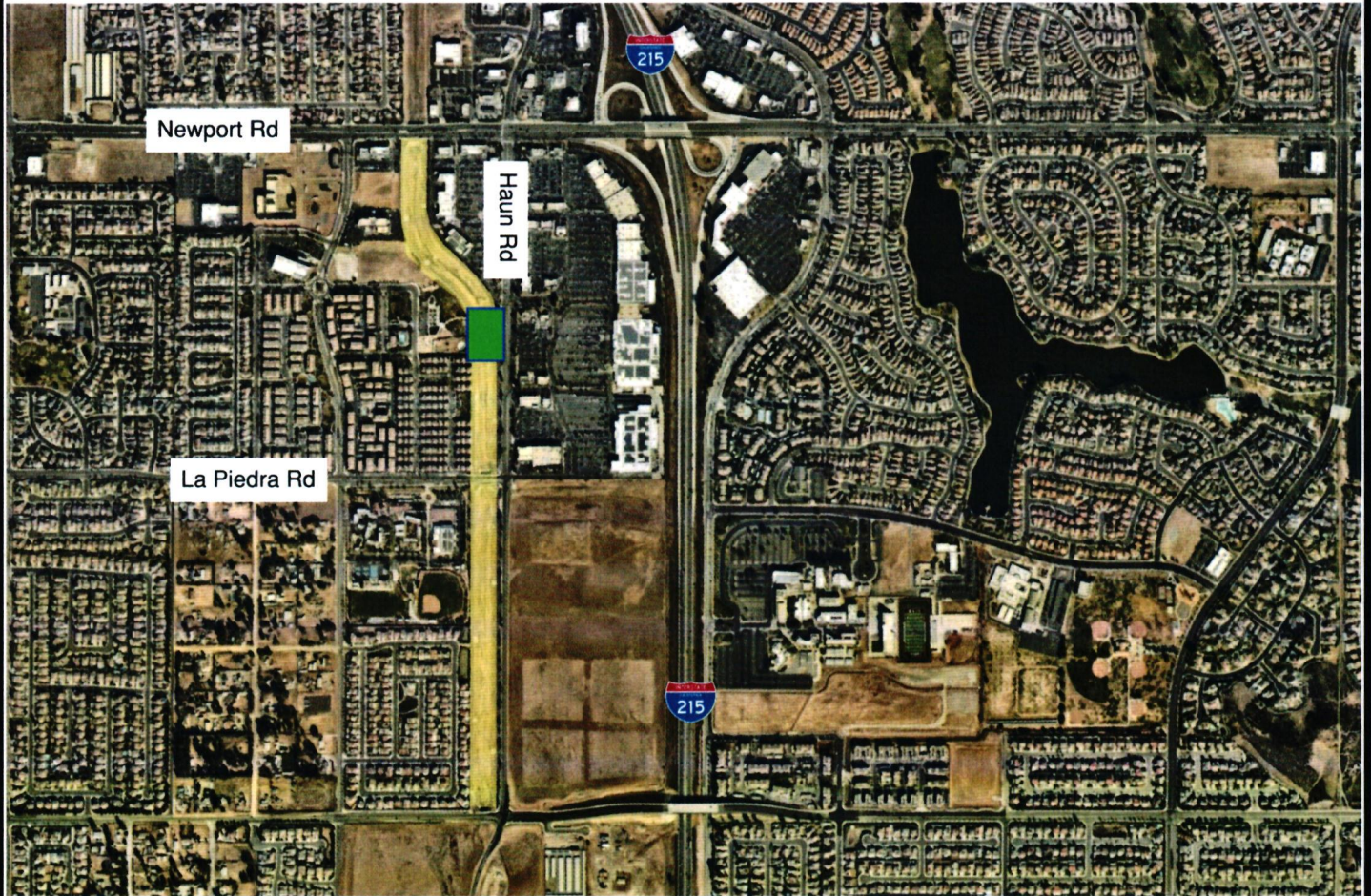
Envelope Summary Events	Status	Timestamps
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

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Envelope Updated	Security Checked	7/31/2025 11:04:36 AM
Certified Delivered	Security Checked	8/4/2025 1:24:42 PM
Signing Complete	Security Checked	8/4/2025 2:30:27 PM
Completed	Security Checked	8/4/2025 2:30:30 PM

Payment Events	Status	Timestamps
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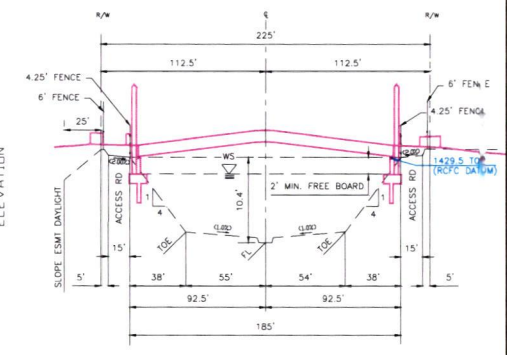
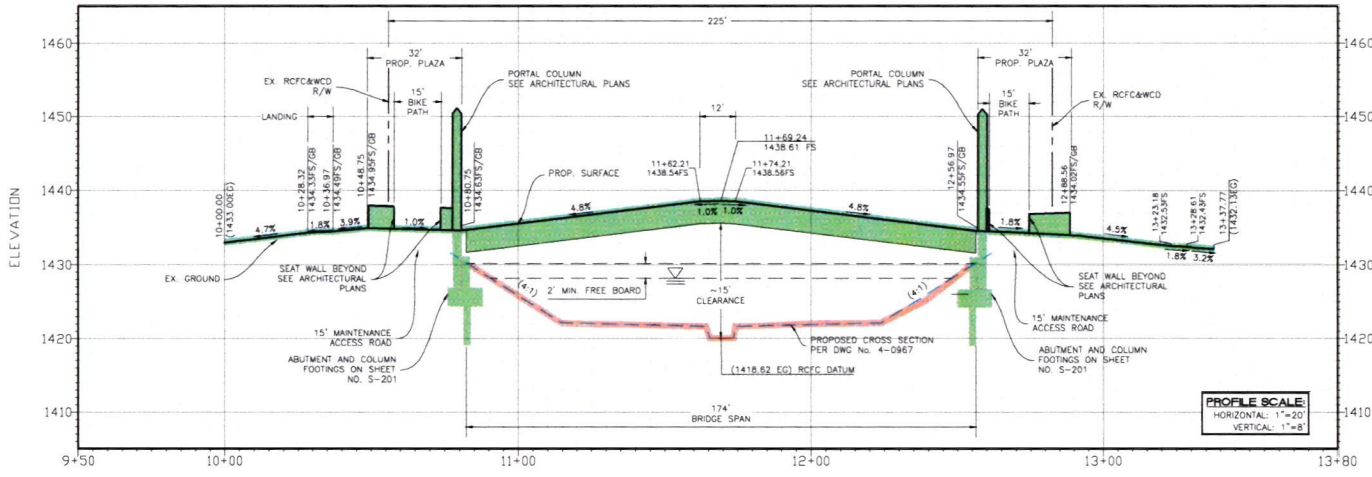
Electronic Record and Signature Disclosure

Exhibit A

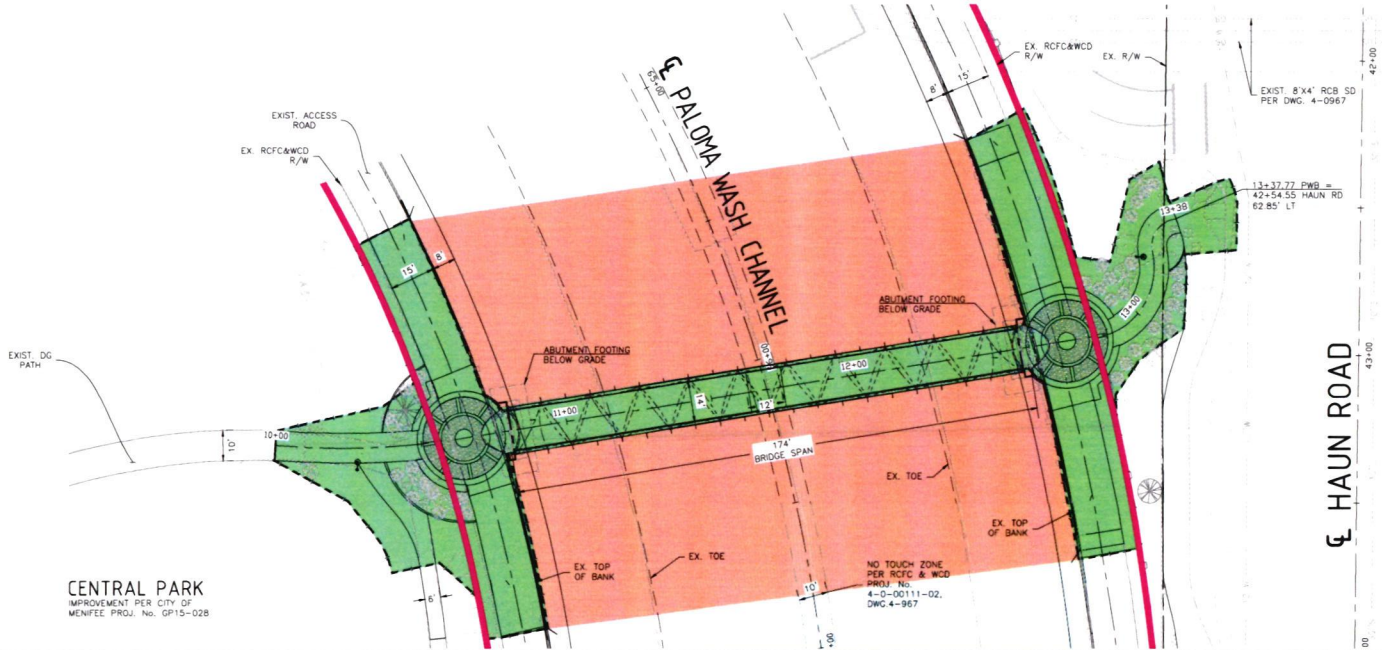


-  Paloma Wash Channel
-  License Area

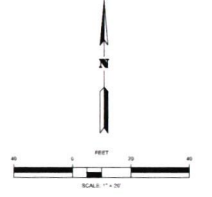
LICENSE AGREEMENT
Paloma Wash Channel
Project No. 4-0-00111
Encroachment Permit No. 4168



EXISTING PALOMA WASH CHANNEL CROSS-SECTION
PER RCFC & WCD PALOMA WASH CHANNEL STAGE 2 PLANS NTS



- LEGEND:**
- GRADING LIMITS
 - RCFC RIGHT OF WAY
 - TO BE MAINTAINED BY THE CITY OF MENEFEE
 - TO BE MAINTAINED BY CITY AND RCFC PER COOPERATIVE AGREEMENT RECORDED ON 12/23/2009 DOG#2009-067507. PROJECT: PALOMA WASH - HAUN RD SD LATERALS
- ABBREVIATION**
- PWB PALOMA WASH BRIDGE
 - PWC PALOMA WASH CHANNEL
- NOTE:**
MAINTENANCE OF BRIDGE STRUCTURE, THE RECONSTRUCTED TRAILS, ABUTMENTS, RETAINING WALLS, AND LINES AND GRADES BENEATH PROPOSED STRUCTURES WILL BE THE RESPONSIBILITY OF THE CITY.



CENTRAL PARK
IMPROVEMENT PER CITY OF MENEFEE PROJ. NO. GP15-028

<p>Call before you Dig 1-800-277-2800</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISIONS</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>APPR</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REVISIONS	DESCRIPTION	DATE	BY	APPR						<p>1861 West Redlands Blvd. Redlands, CA 92373 P: 909.890.1255 F: 909.890.0995</p>		<p>SCALE: 1" = 20' DESIGN: KH/LA DRAWN: KH CHECKED: LA/MB APPROVED: 10/9/24 DATE: 10/9/24</p>	<h1 style="font-size: 2em; margin: 0;">EXHIBIT B</h1>		<p>CITY OF MENEFEE ENGINEERING DEPARTMENT</p> <p>PALOMA WASH PEDESTRIAN BRIDGE EXHIBIT-AGREEMENT MAINTENANCE</p>	<p>SHEET NO. C-1 1 OF 1</p> <p>PROJECT NO:</p>
REVISIONS	DESCRIPTION	DATE	BY	APPR														

EXHIBIT C

LICENSOR's Insurance Requirements is as follows:

CITY's contractor(s) shall not commence operations until LICENSOR has been furnished 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 required in this Section.

Without limiting or diminishing CITY's contractor(s) obligation to indemnify or hold LICENSOR harmless, CITY contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this License Agreement. As respects to the insurance section only, the 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 CITY contractor(s) has employees as defined by the State of California, CITY contractor(s) 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 CITY's contractor(s) performance of its obligations hereunder. Policy shall name the 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 CITY's contractor(s) vehicles or mobile equipment are used in the performance of the obligations under this License Agreement, then CITY contractor(s) 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.

EXHIBIT C

D. Pollution and Asbestos Liability:

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

CITY's contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the LICENSOR for review and approval. If CITY's contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the LICENSOR requires and shall be entitled to the broader coverage and/or higher limits maintained by CITY's contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LICENSOR.

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

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

E. Professional Liability:

CITY contractor(s) shall cause any architect or engineer retained by CITY contractor(s) in connection with the performance of CITY's contractor(s) obligations under this License Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this License Agreement, with a limit of liability of not less than \$1,000,000 per

EXHIBIT C

occurrence and \$2,000,000 annual aggregate. CITY contractor(s) shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this License Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this License Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

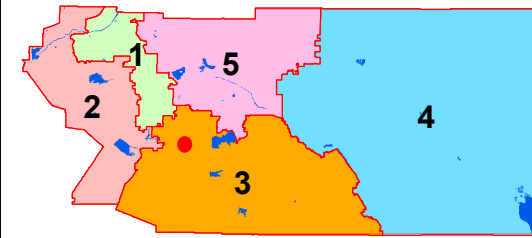
F. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating 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.
- b. The CITY contractor(s) 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 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, CITY's contractor(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.
- c. CITY contractor(s) shall cause their 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 CITY contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY contractor(s) shall cause CITY's contractor(s) insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

EXHIBIT C

- d. 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.
- e. It is understood and agreed by the parties hereto that CITY's contractor(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.
- f. If, during the term of this License Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of 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 CITY contractor(s) has become inadequate.
- g. CITY contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this License Agreement.
- h. The insurance requirements contained in this License Agreement may be met with a program(s) of self-insurance acceptable to LICENSOR.
- i. CITY contractor(s) 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

- Supervisorial District
- Project Vicinity
- Existing Facilities
- Pending Acceptance Facilities

Description

Paloma Wash Channel
 Project No. 4-0-00111
 Encroachment Permit No. 4186



VICINITY MAP

