

**MASTER LICENSE AGREEMENT BETWEEN RIVERSIDE COUNTY  
FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
AND CITY OF [Insert City]**

**1. PARTIES AND DATE**

This MASTER LICENSE AGREEMENT ("Master Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("LICENSOR" or "DISTRICT"), and the CITY OF [Insert City], a municipal corporation ("LICENSEE"). LICENSOR and LICENSEE are sometimes referred to herein individually as "PARTY" and collectively as "PARTIES."

**2. RECITALS**

2.1 Licensor. LICENSOR operates and maintains certain flood control and drainage facilities [or whatever facility is specific to the agreement] principally located in [insert location]:

(a) Hereinafter called "[INSERT TYPE OF FACILITY]"; and

(b) Access road adjoining the [INSERT TYPE OF FACILITY], hereinafter called "ACCESS ROAD"; and

(c) Together, [INSERT TYPE OF FACILITY] and ACCESS ROAD are hereinafter called "LICENSOR PROPERTY"; and

These facilities are an essential and integral part of LICENSOR's collection and disposal system of flood and surface waters within [insert location] and are located within LICENSOR's existing easements and rights of way.

2.2 Licensee. LICENSEE wishes to enter a portion of LICENSOR PROPERTY ("LICENSED PROPERTY") to construct or cause to construct, and subsequently operate, repair and maintain pedestrian, bicycle, equestrian or other forms of public use trails located

on LICENSED PROPERTY. This may include the following: (1) landscape features, (2) gates, (3) signage, (4) asphalt concrete/decomposed granite, (5) removal of existing channel lining, (6) earthwork, (7) construction of retaining walls, (8) construction of concrete and asphalt concrete pavement, (9) installation of protective railing and (10) striping or other LICENSOR-approved materials for the trails, pedestrian bridge, walkways, irrigation systems, inlets, and other features of the trails. Should any of said trails or LICENSEE's construction, operation, repair and maintenance obligations herein in any way cause or necessitate modifications to LICENSOR's flood control facilities, including [INSERT TYPE OF FACILITY] and ACCESS ROAD, LICENSEE shall be responsible for performing said modifications ("Modifications") at its sole cost and expense. The plans for said Modifications shall be approved in writing by LICENSOR prior to the commencement of the Modifications, and once completed, the Modifications shall be inspected by LICENSOR and, if satisfied with the condition of the Modifications, LICENSOR shall accept the Modifications in writing. LICENSEE shall not damage and shall protect LICENSED PROPERTY, including all improvements and the natural resources thereon, at all times at LICENSEE's sole cost and expense, and LICENSEE may not commit or create or suffer to be committed or created any waste, hazardous condition and/or nuisance to occur upon LICENSED PROPERTY.

2.3 Scope of License. This Master License Agreement will serve as a Master Agreement permitting Licensee to construct, operate, repair and maintain public use trails, including pedestrian, bicycle, equestrian or other public use trails, located on LICENSED PROPERTY. A Specific Facility License Exhibit ("SFLE"), the form of which is attached hereto and incorporated herein by reference as Exhibit "C", will be developed for each property subject to this Master Agreement. Each SFLE will (1) describe the specific work to be completed, (2) the use of property to be permitted and (3) other terms that may be

required for each location where LICENSEE's facilities are constructed, operated, repaired and maintained. Each SFLE shall be subject to the terms of this Master Agreement and shall become a part hereof upon full execution by PARTIES. Each SFLE shall be executed by PARTIES. LICENSEE's Public Works Director-City Engineer shall be authorized to sign each SFLE on behalf of LICENSEE. LICENSOR's General Manager-Chief Engineer shall be authorized to sign each SFLE on behalf of LICENSOR. No SFLE provisions shall be revised without LICENSOR's written permission, which shall be granted in LICENSOR's sole discretion. LICENSOR reserves the right to reject any proposal in its sole and absolute discretion, or to request changes thereto prior to acceptance.

2.4 Consideration. This Master Agreement is made in consideration of the terms, conditions and mutual covenants contained herein, the sufficiency of which are hereby acknowledged.

### **3. TERMS**

3.1 Grant. Subject to the terms and conditions of this Master Agreement, LICENSOR hereby grants to LICENSEE, its agents and contractors a revocable, non-exclusive license in, on, over, under and across LICENSED PROPERTY described in each SFLE which is necessary to perform the work and for the use specified in each SFLE ("Facility Project") and to obtain ingress and egress to and upon said LICENSED PROPERTY for the purpose of exercising the rights, privileges and license granted herein.

3.2 Nature of Rights. The permission, rights and privileges granted hereunder are revocable, nonexclusive and nontransferable. The rights granted hereunder in this Master Agreement and in each SFLE are subject to the prior use and property rights of LICENSOR and all other licenses, covenants, conditions, restrictions, reservations, rights and easements whether of record or not. LICENSEE shall not unreasonably or materially interfere with the use by and operation and activities of LICENSOR on LICENSED PROPERTY. LICENSEE

shall not, either voluntarily or by action of law, assign or transfer this Master Agreement or any obligation, right, title or interest assumed by LICENSEE herein without the prior written consent of LICENSOR. Section 3.5 notwithstanding, if LICENSEE makes an assignment or transfer of this Master Agreement, any SFLE or any obligation, right, title or interest herein without prior written consent of LICENSOR, LICENSOR may terminate and revoke the Master Agreement or the applicable SFLE, provided LICENSEE has received ninety (90) days advance notice of termination. In the event of a proper termination of this Master Agreement, all SFLEs shall terminate. If the assignment is of one or more SFLE(s) only, LICENSOR's rights shall be limited to termination of the applicable SFLE(s).

3.3 LICENSED PROPERTY "As Is". LICENSEE accepts LICENSED PROPERTY in its "as is" condition, with all faults. LICENSEE acknowledges and agrees that LICENSEE is entering LICENSED PROPERTY under this Master Agreement and into each SFLE based on LICENSEE's own investigations and knowledge of LICENSED PROPERTY and that, except as otherwise specifically stated in this License Agreement and each SFLE, neither LICENSOR nor any agent of LICENSOR, has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of LICENSED PROPERTY or the suitability of LICENSED PROPERTY for any particular purpose or use, including, without limitation, any representations or warranties regarding the applicability or non-applicability of any laws, the soil or subsoil, surface or subsurface conditions, topography, possible Hazardous Materials contamination, fill, drainage, access to public roads, availability of utilities, existence of underground storage tanks, applicability of or compliance with any Environmental Law or any other matter of any nature whatsoever. LICENSOR is not responsible for damage to or loss by theft of LICENSEE's property located in, on or under LICENSED PROPERTY.

3.4 Use. LICENSEE shall use LICENSED PROPERTY solely for that use

described in each SFLE and shall not use it for any other purpose unless approved in writing by LICENSOR. No change shall be made by LICENSEE in the use of LICENSED PROPERTY as described in each SFLE without LICENSOR's prior written approval.

3.5 Term and Termination of License

(a) Term. This Master Agreement shall commence on the date this Master Agreement is fully approved and executed by PARTIES and continue for so long as LICENSED PROPERTY is used for the permitted purposes unless terminated pursuant to the terms and conditions in Section 3.5(b) herein.

(b) Termination for Cause. LICENSOR reserves the right to immediately terminate this Master Agreement, or any one SFLE granted, and any encroachment permit issued thereto if, for any reason whatsoever, LICENSOR's General Manager-Chief Engineer determines that LICENSEE's or the public's use of LICENSED PROPERTY is not compatible with the primary flood control purpose or function of LICENSOR's facilities. LICENSOR shall provide notification of such termination in writing and shall specify the effective date thereof.

LICENSOR shall have the right to terminate this Master Agreement, or any one SFLE granted and any encroachment permit issued thereto, and shall have no obligation to reimburse LICENSEE for any of its improvements to LICENSED PROPERTY, under the following circumstances: In the event of a default by LICENSEE of any term or provision of this Master Agreement, which acts of LICENSEE shall include, but not be limited to, the failure by LICENSEE to perform any obligation under this Master Agreement, provided LICENSEE has received written notice of default and LICENSEE has failed to cure the default within ninety (90) days of its receipt of said notice, unless otherwise agreed upon by PARTIES. In the event that LICENSEE has failed to cure the default as prescribed herein, then LICENSOR shall have the right to immediately terminate this Master Agreement or

any applicable SFLE for cause by providing notification of such termination in writing and specifying the effective date thereof.

3.6 Termination for Abandonment. In the event that LICENSEE shall abandon the use of LICENSED PROPERTY or any portion thereof, for the permitted purposes described herein or in the applicable SFLE, the Master Agreement (in the case of abandonment of the entire LICENSED PROPERTY) and the applicable SFLE (in the case of abandonment of a portion of LICENSED PROPERTY) shall expire and terminate upon the expiration of six (6) months following LICENSEE's abandonment of the said property, in which case, LICENSOR shall provide written notice to LICENSEE of termination for abandonment with the effective date of said termination.

3.7 Relocation. In the event that LICENSOR determines in its sole but good faith discretion that it requires LICENSED PROPERTY subject to any SFLE hereunder for a public project ("Required Property"), LICENSOR shall notify LICENSEE of the same, and shall make available to LICENSEE a reasonable relocation area sufficient for relocation of the Facility Project, provided that LICENSOR determines that it has such an area available. In such case, PARTIES shall amend or terminate the applicable SFLE to remove the Required Property and shall enter into a new or amended SFLE for the new property onto which the affected Facility Project shall be relocated. If LICENSOR does not have property available for such relocation, notwithstanding any other provision of this Master Agreement, and in addition to its rights set forth in Section 3.5 above, LICENSOR shall have the right to terminate the applicable SFLE. Acquisition of any property and relocation of the Facility Project as described herein shall be at LICENSEE's sole cost and expense.

3.8 Maintenance. LICENSEE shall maintain all features identified as the Facility Project in the SFLE and all existing surface features within LICENSED PROPERTY, including, but not limited to: (1) fence, railing, side or other protective devices and (2) side

slopes or retaining walls if LICENSED PROPERTY adjoins adjacent properties at a different grade. Additionally, LICENSEE shall be responsible for the following within LICENSOR PROPERTY: (1) weed abatement, (2) trash removal, (3) graffiti removal, (4) removal of waste generated by public, horses or other sources of that may cause a threat to water quality within LICENSOR PROPERTY and (5) removal of other illegal dumping or nuisance conditions resulting from the public use of LICENSED PROPERTY. LICENSEE shall be responsible to ensure that the public is not allowed to use motorized or high-speed vehicles within LICENSED PROPERTY.

3.9 Repair. LICENSEE shall, at its own cost and subject to the written approval of LICENSOR's General Manager-Chief Engineer or his or her designee repair and maintain the parts of a Facility Project and LICENSED PROPERTY so that they will not at any time be a source of danger to or interference with (a) the present or future roadbed and property of or managed by LICENSOR or (b) any other activities on LICENSED PROPERTY. Unless otherwise specifically addressed in the terms of an individual SFLE, any repair and maintenance work shall be done to LICENSOR's standards.

3.10 Tests and Inspections. LICENSOR shall have the right at any time to inspect LICENSED PROPERTY and any Facility Project so as to monitor compliance with this Master Agreement. If, in LICENSOR's sole judgment, any LICENSEE-caused installation or condition on or LICENSEE's or public's use of LICENSED PROPERTY has been determined by LICENSOR to have an adverse effect on LICENSED PROPERTY (whether or not owned by LICENSOR) or LICENSOR's operations, LICENSOR shall be permitted to conduct any tests or assessments, including, but not limited to, environmental assessments, of, on or about LICENSED PROPERTY and a Facility Project, as it determines to be necessary or useful to evaluate the condition of LICENSED PROPERTY and a Facility Project. LICENSEE shall cooperate with LICENSOR in any tests or

inspections deemed necessary by LICENSOR. LICENSEE shall pay or reimburse LICENSOR, as appropriate, for all reasonable costs and expenses incurred due to the tests, inspections or any necessary corrective work and inspections thereafter within thirty (30) days of a request for payment.

3.11 Insurance. LICENSEE, at its sole cost and expense, shall obtain and maintain in full force and effect insurance as required by LICENSOR in the amounts and coverage specified and issued by insurance companies as described in Exhibit "D" attached hereto and incorporated herein by reference. Prior to (i) entering LICENSED PROPERTY or (ii) performing any work or maintenance on the Facility Project, LICENSEE shall furnish LICENSOR with the insurance endorsements and certificates in the form and amounts specified in Exhibit "D", 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 Master Agreement or the work to be performed on the Facility Project. A program of self-insurance shall be an acceptable alternative to satisfy the insurance provisions required under this Master Agreement.

3.12 Indemnity. LICENSEE shall indemnify, defend 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 LICENSED PROPERTY or the condition thereof, including, but not limited to, property damage, liens, 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 LICENSED PROPERTY. 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.

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 Master Agreement shall in no way limit or circumscribe LICENSEE's obligations to indemnify and hold harmless Indemnified Parties herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve LICENSEE from indemnifying the Indemnified Parties to the fullest extent allowed by law.

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

3.13 Assumption of Risk and Waiver. LICENSEE shall waive any claim against LICENSOR for damages to Facility Project resulting from LICENSOR's customary operation and maintenance activities performed within LICENSED PROPERTY or its appurtenant

works, including, but not limited to, 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.

3.14 Defense. 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 PARTIES. LICENSEE shall proceed diligently with the performance of this Master Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Master Agreement, PARTIES shall be obligated to attend a mediation session with a neutral third-party mediator agreeable to both PARTIES in the County of Riverside. PARTIES shall equally share the cost of mediation.

3.15 Survival of Obligations. All obligations of LICENSEE hereunder not fully performed as of the termination or cessation of this Master Agreement in any manner shall survive the termination of this Master Agreement, including without limitation, each Facility Project, and all obligations concerning the condition of each portion of LICENSED PROPERTY.

3.16 Assignment. This Master Agreement and the license granted herein are personal to LICENSEE. LICENSEE shall not assign or transfer (whether voluntary or involuntary) this Master Agreement in whole or in part, or permit any other person or entity to use the rights or privileges hereby conveyed, without the prior written consent of LICENSOR, which may be withheld in LICENSOR's sole and absolute discretion provided consent shall not be unreasonably delayed, conditioned or withheld. Any assignment made without prior written consent by LICENSOR shall be void and without effect and give LICENSOR the right to immediately terminate this Master Agreement pursuant to the terms and conditions in Section 3.2 herein.

3.17 Condemnation. In the event all or any portion of LICENSED PROPERTY

shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), LICENSEE shall receive compensation (if any) only for the taking of and damage to the Facility Project. Any other compensation or damages arising out of such taking or condemnation awarded to LICENSEE are hereby assigned by LICENSEE to LICENSOR.

3.18 Restoration of LICENSED PROPERTY; Claims for Costs. Upon the termination, revocation or cessation of this Master Agreement or any or all SFLE in any manner provided in this Master Agreement, LICENSEE, upon demand of LICENSOR, and at LICENSEE's own cost and expense, shall abandon the applicable Facility Project(s) and remove it and restore LICENSED PROPERTY to the same condition in which they were prior to the maintenance of the Facility Project thereunder, reasonable wear and tear excepted, unless 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 operating, repairing, maintaining, replacing or removing the Facility Project. In case LICENSEE shall fail to restore LICENSED PROPERTY as aforesaid within one hundred eighty (180) days after the effective date of said termination, revocation, or cessation, LICENSOR may proceed with such work at the expense of LICENSEE or may assume title and ownership of the Facility Project facilities and appurtenances, if any, and any other property of LICENSEE located on LICENSED PROPERTY. No termination hereof shall release LICENSEE from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date the Facility Project is removed.

3.19 Notice. Any notice hereunder to be given by one PARTY to the other PARTY shall be deemed to be properly served on the date it is deposited in the United States Mail, postage prepaid, addressed as specified below. Either LICENSOR or LICENSEE may

change its address for the receipt of notice by giving written notice thereof to the other PARTY of such change.

TO LICENSOR:  
 Riverside County Flood Control  
 and Water Conservation District  
 ATTN: Chief of Operations and  
 Maintenance Division  
 1995 Market Street  
 Riverside, CA 92501

TO LICENSEE:  
 City of [Insert City],  
 ATTN: [Insert Name]  
 [Address]  
 [City], CA [Zip Code]

3.20 Nondiscrimination. LICENSEE certifies and agrees that all persons employed thereby and any contractors retained thereby with respect to LICENSED PROPERTY and any Facility Project are and shall be treated equally without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; and the California Fair Employment Practices Act.

3.21 Further Acts. LICENSEE agrees, at LICENSEE's sole expense, to perform any further acts, and to execute and deliver in recordable form any documents, which may be reasonably necessary to carry out the provisions of this Master Agreement, including, at LICENSOR's sole discretion, the relocation of any Facility Project and the license granted by this Master Agreement. Any order by LICENSOR for relocation of any Facility Project shall be in accordance with Section 3.6 of this Master Agreement.

3.22 Non-Exclusive License. The license granted by this Master Agreement is not exclusive and LICENSOR specifically reserves the right to grant other licenses within the vicinity of any Facility Project, provided that any such licenses shall not unreasonably interfere with LICENSEE's use of LICENSED PROPERTY.

3.23 Severability. If any term, covenant, condition or provision of this Master Agreement, or the application thereof to any person or circumstance, shall to any extent be

held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Master Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

3.24 Entire Agreement. This Master Agreement, the Exhibits incorporated hereto, and each subsequently executed and incorporated SFLE constitute the entire agreement between LICENSOR and LICENSEE with respect to the subject matter hereof and supersede all prior verbal or written agreements and understandings between PARTIES with respect to the items set forth herein.

3.25 Governing Law and Venue. This Master Agreement shall be governed by the laws of the State of California and venue shall be set in the County of Riverside.

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**[SIGNATURES ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, PARTIES hereto have executed this Master License Agreement on

\_\_\_\_\_. (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 \_\_\_\_\_  
[INSERT NAME]  
General Manager-Chief Engineer

By \_\_\_\_\_  
[INSERT NAME], Chair  
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA R. HARPER  
Clerk of the Board

By \_\_\_\_\_  
[Insert Name]  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Master License Agreement with the  
City of [Insert City]  
[Date]  
[Analyst Initials:]

RECOMMENDED FOR APPROVAL:

CITY OF [INSERT CITY]

By: \_\_\_\_\_  
[INSERT NAME]  
City Manager

APPROVAL AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
[INSERT NAME]  
City Attorney

By: \_\_\_\_\_  
[INSERT NAME]  
City Clerk

(SEAL)

Master License Agreement with the  
City of [Insert City]  
[Date]  
[Analyst Initials:]

**EXHIBIT "D"**  
**INSURANCE REQUIREMENTS**

[attached on following page]



EXHIBIT D

DISTRICT's Insurance Requirements are as follows:

As a condition to this Master Agreement, without limiting or diminishing LICENSEE's obligation to indemnify or hold DISTRICT 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 Master Agreement. As respects to the insurance section only, "DISTRICT" herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If LICENSEE has employees as defined by the State of California, LICENSEE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LICENSEE's performance of its obligations hereunder. Policy shall name the

EXHIBIT D

DISTRICT 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 Master 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 Master 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 Master Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT as Additional Insureds.

D. General Insurance Provisions – All Lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by DISTRICT Risk Manager. If DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. LICENSEE must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of DISTRICT Risk Manager before the commencement of

EXHIBIT D

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

3. LICENSEE shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT 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 DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LICENSEE's insurance carrier(s) policies do not meet the minimum notice requirement found herein, LICENSEE shall cause LICENSEE's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

EXHIBIT D

4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Master Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance. ***LICENSEE shall not commence entry onto LICENSED PROPERTY until DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Exhibit B. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. DISTRICT reserves the right to require complete certified copies of all policies of LICENSEE's contractors and subcontractors, at any time.***
5. It is understood and agreed by the Parties hereto that LICENSEE's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-

EXHIBIT D

insured programs shall not be construed as contributory.

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

**EXHIBIT "C"**

**SAMPLE SPECIFIC FACILITY LICENSE EXHIBIT**

[attached on following page]

**Sample Specific Facility License Exhibit No. X:  
For Facility Project No.  
Facility Project Title:**

This Specific Facility License ("SFLE") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Riverside County Flood Control and Water Conservation District ("LICENSOR") and \_\_\_\_\_ ("LICENSEE"), pursuant to the provisions of that certain Master License Agreement dated \_\_\_\_\_, 20\_\_\_, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this SFLE.

**1. FACILITY PROJECT DESCRIPTION AND USE.**

**2. LICENSED PROPERTY LOCATION AND DURATION OF WORK.**

The work to be performed in connection with the Facility Project shall be performed at **[insert address and/or APN #]**. The Facility Project shall commence no later than \_\_\_\_\_, and shall be completed no later than \_\_\_\_\_ unless the Parties agree to amend such commencement and completion dates.

**3. TERMINATION OF PREVIOUS CONTRACTS.**

**4. PERSONNEL.**

The Facility Project will be performed or constructed by LICENSEE. LICENSEE's representative responsible for the Facility Project can be contacted at:

**5. INDEMNITY AND INSURANCE REQUIREMENTS.**

LICENSEE shall fully comply with all terms and obligations contained within the Master Agreement, which are incorporated herein by this reference, including all insurance and indemnity requirements.

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**[SIGNATURES ON FOLLOWING PAGES]**



**IN WITNESS WHEREOF**, LICENSEE acknowledges that it understands and agrees to all of the above terms in this SFLE on the day and year first above written.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

**CITY OF [INSERT CITY]**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[INSERT NAME]  
City Manager

Master License Agreement with the  
City of [Insert City]  
[Date]  
[Analyst Initials:]