

LICENSE AGREEMENT BETWEEN THE CITY OF MURRIETA AND MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

The LICENSE AGREEMENT (“Agreement”) is entered into as of this _____ day of _____, 2025 (“Effective Date”), by and between the Murrieta Valley Unified School District, a California public school district (“Licensee”) and City of Murrieta, a municipal corporation (“City”).

1. Recitals. This Agreement is entered into with respect to the following facts which are incorporated herein:

- 1.1. Licensee owns and operates a public school, known as Buchanan Elementary School, located at 40121 Torrey Pines Rd, Murrieta, CA 92563 (“School”).
- 1.2. Licensee desires to construct, install and maintain certain improvements, including a sidewalk and gate access from the School to the backside of the City’s Vintage Reserve Park (“Park”), which is located on the property adjoining the School and owned by the City.
- 1.3. For Licensee to perform this work and maintain these improvements on a portion of the Park, and to accommodate Licensee’s request, the City is prepared to grant a license to Licensee to construct and maintain the sidewalk and gate from the School through the Park on the City’s property, subject to the terms and conditions of this Agreement.

2. Effective Date; Grant of License and General Obligations.

- 2.1. **License.** City grants to Licensee a non-exclusive license (“License”) for the purpose of constructing, installing, maintaining, and repairing the sidewalk and gate from the School to the Park in the area depicted on the attached Exhibit A (“License Area”) in a manner consistent with this Agreement. Except as specifically stated in this Agreement, City makes no warranties or representations regarding the condition of the Park. The Park shall not be used by Licensee for any purposes other than as set forth in this Agreement without the prior written consent of the City, which shall be in the City’s sole discretion, excepting the parties’ agreement for joint use of the School and the Park under their separate joint use agreement.
- 2.2. **Permits.** Licensee, at Licensee’s sole cost and expense, shall promptly obtain from City and any other jurisdictions with authority, any such permit and approvals as required by law. Licensee may not perform any work of construction or installation of the sidewalk without the prior issuance of permits and approvals from City, as necessary, unless it is determined that the sidewalk is required to be reviewed and approved by the State of California, including its Division of the State Architect.

- 2.3 **Limitation.** Licensee acknowledges and agrees that its use of the Park for purposes of this Agreement is strictly limited to construction, installation and maintenance of a sidewalk and gate as provided for herein and pedestrian access via the sidewalk and gate connecting the School to the Park. No other uses of the Park for purposes of this Agreement are permitted without the City's prior written consent, excepting the parties' agreement for joint use of the School and the Park under their separate joint use agreement.
- 2.4 **Maintenance.** Except as expressly provided in this Agreement, Licensee must, at all times and its sole expense, maintain the sidewalk and gate from the School through the Park in compliance with all applicable laws and this Agreement.
3. **Termination of License.** This Agreement may be terminated by City without cause upon ninety (90) days' prior written notice to Licensee. The Indemnification provision of this Agreement shall survive termination of this Agreement.
4. **Insurance and Indemnification.**
- 4.1 **Insurance.** Licensee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the use of and access to the portion of the Park for purposes of this Agreement, by Licensee, its agents, representative, employees, or subcontractors, unless other insurance requirements are mandated under the parties' separate joint use agreement.
- (a) **General Liability Insurance.** Licensee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (b) **Workers' Compensation Insurance.** Licensee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- (c) **Automotive Insurance.** Licensee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Licensee arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (d) **Professional Liability or Errors and Omissions Insurance.** A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim

with respect to loss arising from the actions of Licensee performing professional services.

(e) **Subcontractors.** For the work at the Park under this Agreement, Licensee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

All of the above policies of insurance shall be primary insurance and shall name City, its officers, employees, contractors, and agents ("City's Parties") as additional insureds. Licensee shall provide City with additional insured endorsements evidencing such coverage. The insurer shall waive all rights of subrogation and contribution it may have against City and City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance shall not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to City. In the event that any of said policies of insurance are cancelled, Licensee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to City's Representative. No use of the Park or work authorized under this Agreement shall be allowed until Licensee has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by City.

Licensee agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Licensee may be held responsible for the payment of damages to any persons resulting from Licensee's activities or the activities of any person or persons for which Licensee is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of City due to unique circumstances.

In the event that the Licensee is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Licensee and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Licensee is required to maintain pursuant to this Section.

4.2 **Indemnification:**

To the full extent permitted by law, Licensee agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be

asserted or claimed by any person, firm or entity arising out of or in connection with the construction or maintenance or use of the sidewalk and gate constructed and maintained pursuant to this Agreement, the terms of this Agreement, or any operations or activities of Licensee, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Licensee is legally liable (“Indemnitors”), or arising from Licensee’s or Indemnitors’ reckless or willful misconduct, or arising from Licensee’s or Indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Licensee and shall survive termination or expiration of this Agreement.

5. **Assumption of All Risks and Liabilities.** Licensee expressly assumes all risks and liabilities arising out of any and all use of the Park during the term of this Agreement, except for City’s negligence or willful acts or omissions.
6. **Assignment.** Licensee shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest herein, or any right or privilege appurtenant hereto, without the prior written consent of the City. Any assignment, transfer, or subletting made without such prior written consent shall be void and, at the City’s option, constitute a default under this Agreement. This provision shall not restrict Licensee’s ability to delegate or subcontract construction work as reasonably necessary to perform the permitted activities, provided Licensee remains responsible for all acts and omissions of such contractors and subcontractors.
7. **Notice.** Any notice required to be given under this Agreement must be given by personal service or by deposit of the notice in the custody of the United States Postal Service or its successor, first class postage prepaid, addressed to the party to be served as follows:

City:

City of Murrietta
City Manager
One Town Square
24601 Jefferson Ave.
Murrieta, CA 92562
Phone: 951-461-6010
JClifton@MurrietaCA.gov

Licensee:

Murrieta Valley Unified School District
41870 McAlby Ct.
Murrieta, CA 92562
Attn: Darren K. Daniel,
Deputy Superintendent Business and
Operations
ddaniel@murrieta.k12.ca.us

The parties may designate alternate persons to receive notice on their behalf as necessary. Notices will be deemed given as of the date of personal service, or three days after deposit of the notice in the custody of the Postal Service.

8. **General Provisions.**

8.1 **Entire Agreement.** This Agreement, including the attached exhibit, constitutes the

entire agreement between the parties as to the construction, installation, and maintenance of the sidewalk and gate, and the use thereof, at the Park and any prior understanding or representation of any kind preceding the date of this Agreement pertaining to the subject matter hereof shall not be binding on either party except to the extent incorporated into this Agreement.

- 8.2 **Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, and successors of the parties.
- 8.3 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Licensee and City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 8.4 **Waiver.** Waiver by any party of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provisions, or a waiver of any subsequent breach of violation of any provision of this Agreement.
- 8.5 **Attorney's Fees.** In the event of any litigation or other legal proceeding including, not limited to, arbitration or mediation between the parties arising from this Agreement, then each party shall bear its own litigation and collection expenses (including attorney's fees) incurred in the proceeding.
- 8.6 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 8.7 **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void, or unenforceable provision.
- 8.8 **Venue.** In the event of litigation between the parties, venue in state trial courts will be in the County of Riverside.
- 8.9 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
- 8.10 **Authority.** Each party executing this Agreement warrants that (i) they are duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of Licensee or City, (iii) by so executing this Agreement, Licensee and City is formally bound to the provisions of this Agreement, and (iv)

the entering into this Agreement does not violate any provision of any other Agreement to which Licensee or City is bound.

- 8.11 **Electronic Execution.** This Agreement may be electronically executed by the Parties in accordance with UETA and ESIGN using qualified third-party service providers such as Adobe Sign and DocuSign.
- 8.12 **Exhibits.** Exhibit A attached hereto is incorporated herein by reference.

[Signatures on the next page.]

IN WITNESS WHEREOF, the parties have caused this Agreement as of the Agreement Date.

LICENSEE:

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT, a California public school district

CITY:

CITY OF MURRIETA,
a municipal corporation

By: _____
Darren Daniel
Deputy Superintendent

By: _____
Justin Clifton
City Manager

By: _____
James Whittington
Chief Financial Officer

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Tiffany Israel, City Attorney

EXHIBIT "A"

LICENSE AREA



Proposed Gate/ Concrete Walkway
From Campus To Park:

*See City Detail- STD. 320 Attached.

Additional Notes:

*Gate & Panic Hardware.

*Weed & Tree Root Barrier.

*Concrete & Gravel/Grass Installation

