

## LICENSE AGREEMENT

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, by and between CITY OF VISALIA (hereinafter referred to as "City") and KAWEAH DELTA WATER CONSERVATION DISTRICT (hereinafter referred to as "District").

### RECITALS

A. City is the owner of certain real property (hereinafter referred to as the "Property") situated in Tulare County, California, more particularly described in Exhibit A, which is attached to this agreement and incorporated herein by this reference;

B. District desires temporary access to the Property in order to perform water diversion pumping operations from Mill Creek onto the Property for the purposes of flood diversion and groundwater recharge; and

C. The parties desire to have a written agreement regarding the entry of District onto the Property,

NOW, THEREFORE, in and for consideration of mutual covenants, conditions and promises hereinafter set forth, the parties hereto hereby agree as follows:

1. **Grant of License.** The City grants to District a license (hereinafter referred to as the "License"), as hereinafter described, to enter onto the Property. District shall do nothing to prevent the City's use of the Property.

2. **Purpose of License.** District may use the License for setting and operating pumping equipment along Mill Creek on the Property and the discharge of waters from Mill Creek onto the Property. District shall leave the Property in the same condition as it finds the Property when it enters onto it. District may not use the Property for any other purpose or business without obtaining the City's prior written consent.

3. **Results of Operations.** District shall provide the City with a copy of any and all written reports or similar items prepared by it in connection with its use of the License. The aforementioned items shall be provided to the City within sixty (60) days of the date that District pumping operations occur on the Property.

4. **Notice.** Prior to entering onto the Property, District shall receive written permission from the City consenting to the date and time that District intends to do so. The City may refuse such consent, if it determines that it is in the best interest of the City on the Property to do so.

5. **Term.** Each time the District has entered onto the Property in order to do the aforementioned pumping operations, it shall operate under this agreement until the cessation of operations and removal of equipment.

6. **Indemnification.** To the fullest extent permitted by law, District shall indemnify and hold harmless and defend City, its directors, officers, employees, agents, contractors, and authorized volunteers, and each of them, from and against:

a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person and damages to or destruction of property, arising out of or in any manner directly or indirectly connected with use by District of the License, however caused, regardless of any negligence or reckless conduct of City or its directors, officers, employees, agents, contractors and authorized volunteers, except for the willful misconduct of City or its directors, officers, employees, agents, contractors and authorized volunteers; and

b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance of which is the responsibility of District;

District shall defend, at District's own cost, expense and risk, any and all such above-described lawsuits, actions or other legal proceedings of every kind that may be brought or instituted against City or its directors, officers, employees, agents, contractors and authorized volunteers.

District shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officers, employees, agents, contractors and authorized volunteers, in any and all such above-described lawsuits, actions or other legal proceedings.

District shall reimburse City or its directors, officers, employees, agents, contractors and authorized volunteers, for any and all legal expenses and costs incurred by each or any of them in connection with any and all such above-described lawsuits, actions or other legal proceedings or in enforcing any indemnity herein provided.

7. **Insurance.** District shall maintain general liability and automobile liability insurance, each in the amount of \$1 million per occurrence or accident, for bodily injury, personal injury and property damage. Both policies are to contain, or be endorsed to contain provisions giving the City, its directors, officers, employees and authorized volunteers insured status (via ISO endorsement CG 2026 or insurers' equivalent for general liability coverage). The insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the City. District shall, upon demand of the City, deliver to the City such policy or policies of

insurance, including renewal certificates, and the receipts for payment of premiums as may be required to prove compliance with the foregoing provisions. In the event that District employs any contractors, sub-contractors or others to work on the Property, it shall be the responsibility of District to require and confirm that each such person or entity meets the above-referenced insurance requirements.

8. **Attorney Fees.** If any legal action or proceeding arising out of or relating to this agreement is brought by either party to this agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney fees, court costs and other expenses incurred in the action or proceeding by the prevailing party.

9. **Entire Agreement.** This agreement constitutes the entire agreement between District and the City relating to the License. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force and effect.

10. **Amendments.** Any amendment to this agreement shall be in writing and signed by both of the parties hereto.

11. **Revocation.** City may revoke this agreement, at any time, for whatever reason, by giving District 48 hour's written notice.

12. **Notices.** Any and all notices between the parties hereto provided for or permitted under this agreement shall be in writing and shall be deemed duly served when personally delivered to a party hereto, or, in lieu of such service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

District:  
KAWEAH DELTA WATER CONSERVATION DISTRICT  
2975 N. Farmersville Blvd.  
Farmersville, CA 93223

City:  
CITY OF VISALIA  
220 North Santa Fe Street  
Visalia, CA 93292

13. **Assignment.** Neither party to this agreement may assign it to any third party without the written consent of the other party to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document to be effective on the date first above written.

City:

CITY OF VISALIA

District:

KAWEAH DELTA WATER  
CONSERVATION DISTRICT

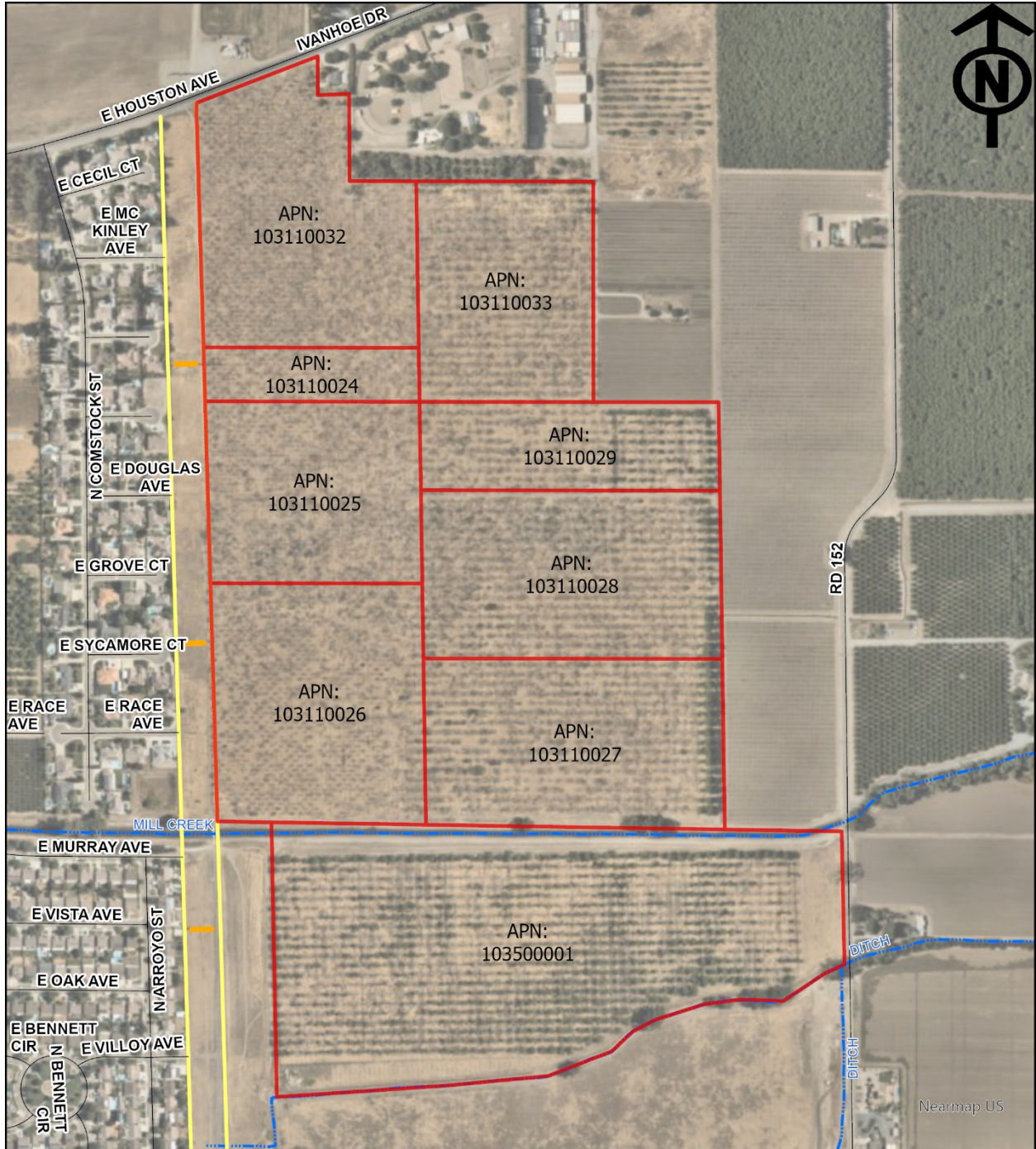
By \_\_\_\_\_  
Leslie Caviglia, City Manager

By \_\_\_\_\_  
Don Mills, President

By: \_\_\_\_\_

By \_\_\_\_\_  
Shane Smith, Secretary

# EXHIBIT A



**Exhibit A**

- City Owned Parcels (Flood Diversion Area)
- SCE ELECTRICAL LINES
- SCE TOWERS
- Waterways
- STREETS

