

**LICENSE AGREEMENT BETWEEN  
MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT AND THE CITY OF MENIFEE  
FOR THE USE OF EACH ENTITY’S RESPECTIVE PUBLIC, EDUCATIONAL, AND  
GOVERNMENTAL (PEG) PROGRAMMING CHANNEL**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Mt. San Jacinto Community College District (“District”) and the City of Menifee (“City”) as of the later of the date upon which it is approved by the governing board and/or council of the District and the City, or the date upon which it is fully executed by the duly authorized representatives of the parties (the “Effective Date”). The District and City are each referred to individually as a “Party” and collectively referred to as “the Parties.”

**RECITALS**

**WHEREAS**, District is the operator of a Public, Educational, Governmental (PEG) Programming Channel; and

**WHEREAS**, City is also the owner and operator of its own Public, Educational, Governmental (PEG) Programming Channel; and

**WHEREAS**, the City desires to utilize the District’s PEG Programming Channel for purposes of (1) sharing City-generated pre-recorded content during District broadcasted programs and (2) live streaming City-related content (collectively “City Program”); and

**WHEREAS**, the District desires to utilize the City’s PEG Programming Channel for purposes of (1) sharing District-generated pre-recorded content during City broadcasted programs and (2) live streaming District-related content (collectively “District Program”); and

**WHEREAS**, the District is willing to grant to the City a license for the non-exclusive use of the District’s PEG Programming Channel in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the City is willing to grant to the District a license for the non-exclusive use of the City’s PEG Programming Channel in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the Parties desire by this Agreement to provide for the terms and conditions for the access and use of each entity’s respective PEG Programming Channel.

**AGREEMENT**

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant of License to City to Use District’s PEG Programming Channel. The District grants a non-exclusive license for the Term of this Agreement to the City to use the District’s PEG Programming Channel for the sole and limited purposes of broadcasting the City Program. The use of the District’s PEG Programming Channel is granted herein is on an “AS-IS” basis and the District makes no representation or warranty of any kind regarding the District’s PEG Programming Channel, the District’s PEG Programming equipment and/or the District’s PEG broadcasting system.

Section 2. Grant of License to District to Use City's PEG Programming Channel. The City grants a non-exclusive license for the Term of this Agreement to the District to use the City's PEG Programming Channel for the sole and limited purposes of broadcasting the District Program. The use of the City's PEG Programming Channel is granted herein is on an "AS-IS" basis and the City makes no representation or warranty of any kind regarding the City's PEG Programming Channel, the City's PEG Programming equipment and/or the City's PEG broadcasting system.

Section 3. Conditions to Use District's PEG Programming Channel for Broadcasting City Program. Failure to comply with any of the following conditions shall be considered a material breach of this Agreement.

A. **Pre-Recorded Content.** During District broadcasted programs on the District's PEG Programming Channel, the District hereby agrees to share, within its sole discretion, no more than ten (10) hours of City-generated pre-recorded content per month. All pre-recorded content that the City generates and wishes the District to share must be submitted to the District's Public Information Department at a minimum of twenty-four (24) hours before the timeslot in which the City wishes to have content shared and/or broadcasted.

B. **Live-Streaming Content.** As a pre-condition to City's live-streaming rights under this Paragraph, the City must purchase and provide to the District and all equipment necessary to enable the District to live-stream City-related content as provided herein. The District hereby agrees to provide City with no more than fifteen (15) hours of programming airtime per month on the District's PEG Programming Channel to live stream City-related content, such as public meetings of the following: City Council, Planning Commission, Parks, Recreation, and Trails Commission, Senior Advisory Council, and any other City-related live stream content agreed to in writing by the Parties. Generally, these meetings are held Wednesdays and Thursdays, 4 weeks a month commencing at 6 PM PST and concluding around 9 PM PST; however, the City shall confirm and coordinate with the District's Public Information Office to confirm specified times for City live stream content. To ensure there is no dead air on the District's PEG Programming Channel, the City shall provide live-stream and/or pre-recorded City-related content for the entire and complete time period agreed upon with the District for live-stream programming. The City may request additional live stream programming hours and the City and the District will meet and confer to determine if any additional programming time can be accommodated. The District retains the right to make the final determination whether additional programming time can be accommodated.

C. **Liability for Equipment-Related Damage.** The District will not be liable for any damage caused to and/or caused by any equipment purchased and/or provided by the City under this Agreement, except to the extent that such damage is caused by the District's willful misconduct, or negligence.

D. **Programming.** The District has first right of programming District content on the District's PEG Programming Channel in time slots determined by the District. The District will make every attempt to share City Program content as requested on the District's PEG Programming Channel, but it is understood that this is not guaranteed. The District shall have sole discretion regarding whether to share the any portion of the City Program. However, the District shall not share any particular portion of the City Program content outside of the corresponding timeslot requested by the City without the prior written consent of the City.

E. Disclaimer. The City shall be solely responsible for determining whether the content that is part of the City Program is appropriate and meets federal, state, and local laws, guidelines, and regulations. The District maintains the right to refuse content deemed as inappropriate, in its sole discretion. Any and all shared City Program content broadcasted on the District's PEG Programming Channel shall specify the following disclaimer at the beginning and end of the programming: *"This program is brought to you by the City of Menifee. The views and opinions expressed in this program are those of the speakers and do not necessarily reflect the views or positions of Mt. San Jacinto College or its representatives. The City of Menifee is solely responsible for any and all of this content."*

Section 4. Conditions to Use City's PEG Programming Channel for Broadcasting District Program. Failure to comply with any of the following conditions shall be considered a material breach of this Agreement.

A. Pre-Recorded Content. During City broadcasted programs on the City's PEG Programming Channel, the City hereby agrees to share, within its sole discretion, no more than ten (10) hours of District-generated pre-recorded content per month. All pre-recorded content that the District generates and wishes the City to share must be submitted to the City's PEG Scheduling Coordinator (pegscheduling@cityofmenifee.us) at a minimum of twenty-four (24) hours before the timeslot in which the District wishes to have content shared and/or broadcasted.

B. Live-Streaming Content. As a pre-condition to City's live-streaming rights under this Paragraph, the City must purchase and provide to the District any and all equipment necessary to enable the City to live-stream District-related content as provided herein. The City hereby agrees to provide District with no more than fifteen (15) hours of programming airtime per month on the City's PEG Programming Channel to live stream District-related content. The District shall confirm and coordinate with the City's PEG Scheduling Coordinator (pegscheduling@cityofmenifee.us) to confirm specified times. To ensure there is no dead air on the City's PEG Programming Channel, the District shall provide live-stream and/or pre-recorded District-related content for the entire and complete time period agreed upon with the City for live-stream programming. The District may request additional live stream programming hours and the District and the City will meet and confer to determine if any additional programming time can be accommodated. The City retains the right to make the final determination whether additional programming time can be accommodated.

C. Liability for Equipment-Related Damage. The City will not be liable for any damage caused to and/or caused by any equipment purchased and/or provided by the District under this Agreement, except to the extent that such damage is caused by the City's willful misconduct, or negligence.

D. Programming. The City has first right of programming City content on the City's PEG Programming Channel in time slots determined by the City. The City will make every attempt to share District Program content as requested on the City's PEG Programming Channel, but it is understood that this is not guaranteed. The City shall have sole discretion regarding whether to share the District Program content. However, the City shall not share any particular portion of the District Program content outside of the corresponding timeslot requested by the District without the prior written consent of the District.

E. Disclaimer. The District shall be solely responsible for determining whether the District-related content broadcasted pursuant to this Section 4 is appropriate and meets federal, state, and local

laws, guidelines, and regulations. The City maintains the right to refuse content deemed as inappropriate, in its sole discretion. Any and all shared District generated pre-recorded and/or live-streamed District-related content broadcasted on the City's PEG Programming Channel shall specify the following disclaimer at the beginning and end of the programming: *"This program is brought to you by the Mt. San Jacinto Community College District. The views and opinions expressed in this program are those of the speakers and do not necessarily reflect the views or positions of the City of Menifee. The Mt. San Jacinto Community College District is solely responsible for any and all of this content."*

Section 5. Term. The term of this Agreement ("Term") shall commence on September 1, 2022 and shall conclude on August 31, 2023 unless this Agreement is terminated earlier as provided in this Agreement or mutually extended in writing by both parties.

Section 6. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association.

Section 7. Indemnification. To the fullest extent permitted by California law, the City shall indemnify, defend, and hold harmless the District, its directors, officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage, or injury to person, property, or any other interest, tangible or intangible, sustained by or accruing to any person or persons, directly or indirectly arising or resulting from any alleged acts or omissions of the City, its directors, officers, employees, agents, subcontractors, or volunteers in the performance of this Agreement. The City shall indemnify and hold harmless the District, its directors, officers, agents, employees, and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state, or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury, or damage in law or at equity which, directly or indirectly, result from the City's performance of this Agreement.

To the fullest extent permitted by California law, the District shall indemnify, defend, and hold harmless the City, its directors, officers, agents, employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage, or injury to person, property, or any other interest, tangible or intangible, sustained by or accruing to any person or persons, directly or indirectly arising or resulting from any alleged acts or omissions of the District, its directors, officers, employees, agents, subcontractors, or volunteers in the performance of this Agreement. The District shall indemnify and hold harmless the City, its directors, officers, agents, employees, and volunteers from and against any and all claims or other injury, including costs of litigation and attorneys' fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state, or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury, or damage in law or at equity which, directly or indirectly, result from the District's performance of this Agreement.

Section 8. Insurance. The District and the City are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation insurance and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the District and the City's performance of this Agreement.

Section 9. Termination.

A. Either Party may terminate this Agreement upon sixty (60) days written notice for material breach of any provision of this Agreement, or violation of any applicable law, rule, or regulation to the other Party. The breaching Party shall have thirty (30) days from receipt of the notice to correct such breach; provided, however, that if the nature of the breach is such that more than thirty (30) days are reasonably required for its cure, then the breaching Party shall have sufficient time to cure the breach if it has commenced, and is diligently prosecuting, such cure.

B. Either Party may terminate this Agreement at any time, for any reason, by providing written notice at least sixty (60) days in advance of the effective date of the termination.

Section 10. Notices.

All notices and other communications to be given by either Party must be in writing and may be effective by personal delivery, overnight courier, or first class or certified mail, return receipt request and addressed to the appropriate Party as follows:

**To the District:**

Mt. San Jacinto Community College District  
1499 N. State St.  
San Jacinto, CA  
Attention: Risk Management

E-Mail: RiskManagement@msjc.edu and to  
KMarriott@msjc.edu

**To the City:**

City of Menifee  
29844 Haun Rd.  
Menifee, CA 92584  
Attention: Chief Information Officer

E-Mail: rpuccinelli@cityofmenifee.us

Notice shall be deemed received, three days after deposit in the mail or the date e-mailed. Notice provided by overnight delivery shall be deemed received on the next business day after delivery by the overnight delivery service. A Party may change its addressee by written notice to the other party at any time.

Section 11. Force Majeure. For the avoidance of doubt, neither Party shall incur any liability to the other Party for a failure to perform hereunder resulting, directly or indirectly, from fire, flood-war, strike, pandemic or epidemics, lock-out work stoppage or slow-down, labor disturbances, power failure, major equipment breakdowns, construction delays, accident, riots, acts of God, acts of United States' enemies, laws, orders or at the insistence or result of any governmental authority or from any cause beyond the District and/or City's reasonable control, including limitations upon the availability of broadcasting or communications facilities or failures of broadcasting and/or communications equipment.

Section 12. Subcontract and Assignment. Neither the City nor the District shall assign its rights, duties, or privileges under this Agreement, nor shall the City or District subcontract or attempt to confer any of its rights, duties, or privileges under this Agreement on any third party without the written consent of the other Party. Any such attempt without the other Party's written consent shall be void.

Section 13. Time. Time is of the essence in this Agreement and for the performance of this Agreement.

Section 14. Applicable Law. This Agreement shall be interpreted and enforced under the laws of the State of California. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

Section 15. Attorneys' Fees. If any legal action is commenced between the Parties to this Agreement, each Party shall bear its own costs of suit, including attorneys' fees.

Section 16. Severability. If any term, provision, covenant, or condition of this Agreement shall be determined to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected to the extent the remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

Section 17. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successor, and assigns.

Section 19. No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

Section 20. Contract Administration. The City Manager or designee shall have the authority to administer this Agreement on behalf of the District, including to effectuate any approvals necessary to the purposes of this Agreement. The City Manager or designee shall have the authority to administer this Agreement on behalf of the City, including to effectuate any approvals necessary to the purposes of this Agreement.

Section 21. Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

Section 22. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof or serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 23. Entire Agreement. This Agreement is the entire agreement of the Parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

Section 24. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

Mt. San Jacinto Community College District

City of Meniffee

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Title

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Date

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Date