

## **FIRST AMENDMENT TO LICENSE AGREEMENT**

This first amendment to license agreement ("First Amendment") is dated December 7, 2020, and is between the CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district, organized under the laws of the State of California, (the "District"), and the CONTRA COSTA WATER DISTRICT, a public agency of the State of California (the "Licensee"). Licensee and the District are hereinafter referred to individually as a "party" or collectively as the "parties."

### **RECITALS**

- A. The District and Licensee are parties to a License Agreement dated December 7, 2010, under which the District granted a license to Licensee for the purpose of ingress and egress across the District's levees and access roads on the Property, located in northeastern Martinez near Solano Way, in order for Licensee to operate, maintain, repair, or replace its Shortcut Pipeline and related facilities within Licensee's easement that overlies or is adjacent to the Property (the "Agreement").
- B. The parties desire to extend the term of the Agreement through December 31, 2025, and to increase the amount of insurance required by Section 14 of the Agreement to \$2,000,000.

The parties therefore agree as follows:

### **AGREEMENT**

1. All capitalized terms not defined in this First Amendment have the meaning ascribed to them in the Agreement.
2. Section 2. Term of the Agreement is deleted in its entirety and replaced with the following:
  2. **TERM**: The term of this Agreement commences on the Effective Date and expires on December 31, 2025, unless the license granted hereunder is suspended, terminated, or revoked as hereinafter set forth.
3. Section 14. Insurance of the Agreement is deleted in its entirety and replaced with the following:
  14. **INSURANCE**: Licensee shall have the right to self-insure, in whole or in part. In the event that Licensee does self-insure, Licensee shall provide the District with written evidence of self-insurance coverage of the types and in

the amounts as set forth in this section of the Agreement and shall include the District as additional insured.

If Licensee does not self-insure, then, during the entire term of this Agreement, Licensee shall provide and maintain, in full force and effect at all times, insurance policies meeting the requirements described below.

A. The Licensee shall provide comprehensive general liability insurance with a minimum combined single-limit coverage of Two Million and No/100 Dollars (\$2,000,000) for all damages, including consequential damages, due to bodily injury, sickness, or disease, or death to any person(s), or damage to or destruction of property, including the loss of use thereof, arising from each occurrence.

B. The Licensee shall take out and maintain Worker's Compensation and Employer's Liability Insurance, as required by law, for all of its employees entering upon the Joint Use Area (JUA). The licensee shall require its contractors and any subcontractors entering upon the JUA to provide it with evidence of Worker's Compensation and Employer's Liability Insurance, all in strict compliance with California State laws.

C. All insurance policies required under this Agreement shall name the District, its boards, officers, agents, and employees as additional insureds as to all operations and activities associated with the license granted under this Agreement.

D. The Licensee shall require all contractors and subcontractors, performing work in the JUA or using the JUA, to provide evidence of insurance coverage of the types and in the amounts as set forth in this section to the Licensee and the District, except comprehensive general liability insurance shall have a minimum combined single-limit coverage of Two Million and No/100 Dollars (\$2,000,000).

E. The insurance policies provided by the Licensee or its contractors and subcontractors shall constitute primary insurance as to the District, its boards, officers, agents and employees, so that other insurance policies or self-insurance programs held by the District shall not be required to contribute to any loss covered under insurance policy or policies of the Licensee or Licensee's contractors and subcontractors.

F. The insurance policies provided by the Licensee and the Licensee's contractors and subcontractors shall include a provision

requiring thirty (30) days written notice to District before cancellation or lapse thereof for the above-specified coverage, Licensee shall provide thirty (30) days written notice to District, if feasible, before material change of the above-specified coverage. This Agreement shall not become effective until insurance coverage verification satisfactory to the District is received and approved in writing by the District's Chief Engineer.

G. District may from time to time, at its sole discretion, and upon reasonable advance notice, modify the requirements of this section, including requiring the Licensee and the Licensee's contractors and subcontractors to modify the limits of coverage, to provide and maintain insurance coverage for additional categories of risk, or to otherwise change the policy provided for each type of insurance to reflect changes in general costs or in risk exposure due to the Licensee's use of the JUA.

[Remainder of Page Intentionally Left Blank]

4. All other terms of the Agreement remain unchanged and in full force and effect.

The District and Licensee are causing this First Amendment to be executed as of the date set forth in the introductory paragraph.

**DISTRICT:**

CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By: \_\_\_\_\_  
Brian M. Balbas  
Chief Engineer

**LICENSEE:**

CONTRA COSTA WATER DISTRICT

By: \_\_\_\_\_  
Stephen J. Welch  
General Manager

\_\_\_\_\_  
CCWD Legal Approval

Recommended for Approval:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Margaret Eychner  
Senior Real Property Agent

APPROVED AS TO FORM:  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
Deputy County Counsel