

**RIGHT OF ENTRY/LICENSE AGREEMENT FOR CITY OF VACAVILLE
TEMPORARY WATER LINE AT PARADISE VALLEY RESERVOIR**

This Right of Entry and License Agreement ("Agreement") is entered into as of _____, 20____ (the "Effective Date") by and between the City of Vacaville (LICENSEE) and the City of Fairfield, a Municipal Corporation (LICENSOR).

RECITALS

A. LICENSOR is the owner of the real property consisting of the following Assessor's Parcel Number 0167-080-180 and existing facilities on the real property, located in the City of Fairfield, County of Solano, State of California, which is depicted on Exhibit A (the "Property") attached to this Agreement and hereby incorporated by reference.

B. LICENSEE has requested from LICENSOR the right to access and use the City Properties for the purpose of installing and maintaining a temporary water line as well as staging and storing construction equipment.

C. Subject to the terms and conditions of this Agreement, LICENSOR agrees to allow LICENSEE the right to use Property for the purpose of installing and maintaining a temporary water line as well as staging and storing of construction equipment and materials.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties have agreed as follows:

AGREEMENT

1. Grant of Right of Entry: LICENSOR hereby grants the LICENSEE its employees, consultants, contractors, subcontractors, agents and designees, a non-exclusive right to enter upon the Property for the sole purpose of staging and storing of construction equipment and materials.

LICENSEE shall pay to LICENSOR a license fee of \$1,000.00 ("License Fee") for the term of the Agreement. Payment of the License Fee shall be made prior to the commencement of the term of the Agreement.

2. Assumption of Risk: LICENSEE enters the Property and performs or causes to be performed such work as referred to above, at its own risk and subject to whatever hazards or conditions may exist on the Property.

3. Term: The term of this Agreement shall commence on the agreement execution date as entered above and shall expire two years after the Effective Date, unless sooner terminated as hereinafter provided. LICENSEE and LICENSOR each shall have the right to terminate this Agreement for either's sole convenience at any time during the term hereof by giving seven (7) days written notice to the other.

4. Duty to Repair, Restore, or Replace: LICENSEE shall not track mud, dirt or debris ("Debris") from its vehicles or equipment onto any public street. Should LICENSEE track Debris onto any public street LICENSEE shall immediately remove the Debris. If LICENSEE fails to remove the Debris, LICENSOR shall have the right to remove the Debris and charge LICENSEE for the cost of the removal. If LICENSOR is fined by any regulatory agency for

LICENSEE'S tracking of the Debris onto any public street, LICENSOR shall seek remuneration from LICENSEE and LICENSEE agrees to pay any such fine.

LICENSEE shall, during the course of this Agreement, keep the Property in as safe and clean a condition as when LICENSEE first entered the Property. LICENSEE shall exercise due care not to damage the Property and upon completion of the City of Vacaville Temporary Water Line remove all materials and equipment placed on the Property during the course of this Agreement. Prior to the termination of this Agreement, LICENSEE shall restore the Property to its original gradient, fill and level all ditches ruts and depressions caused by LICENSEE's installing and maintaining a temporary water line as well as staging and storage of construction equipment and materials to its original condition. Restoration shall include the repair or replacement of any landscaping, structures, fences, roadways, driveways, or other improvements that are removed, damaged, or destroyed by LICENSEE's employees, contractors, subcontractors, agents and designees.

5. Compliance with Laws: LICENSEE shall conduct all operations on the Property in compliance with all federal, state and municipal statutes and ordinances, and with all regulations, orders and directives now existing or in the future, including but not limited to all requirements of the County of Solano and all regulatory agencies.

6. Permits: LICENSEE at no cost or expense to LICENSOR shall be responsible for obtaining any and all permits and approvals, necessary for LICENSEE to conduct any and all work or activities under this Agreement.

7. Cooperation: LICENSEE agrees to coordinate its activities with LICENSOR to minimize any impairment of access by contractors or business invitees of LICENSOR's to the Property and any inconvenience to or disruption of LICENSOR's business on the Property.

8. Environmental Conditions: LICENSEE unconditionally releases LICENSOR from and against any and all liability, both known and unknown, for damages to LICENSOR, arising out of any violation of any law, regulation or order relating to the protection of human health, natural and biological resources, and the environment or the presence on or under the property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials during LICENSEE's occupancy of the Property. Hazardous Materials shall include, but is not limited to, any and all gasoline, diesel, oil or petroleum product used in the operations of vehicles and/or equipment placed on the Property.

9. Indemnification:

A. LICENSEE agrees, at its sole cost and expense to indemnify, hold harmless, release and defend, to the maximum extent permitted by law, LICENSOR, its City Council and each member thereof, and its officers, employees, commission members, agents and representatives (the "City Indemnified Parties") from any and all liability, loss, suits, claims, damages, costs and expenses, including reasonable attorney's fees and costs of litigation (a "City Claim"), which in whole or in part result from, or arise out of, or are claimed to result from, or to arise out of any activity, use or performance by LICENSEE or its employees, agents, or contractors under this Agreement on, in, under or adjacent to the Property including, without limitations, the release of any Hazardous Substance occurring in the Property, but excluding any release occurring prior to the Effective Date of the Agreement or

after both (i) the expiration or termination of this Agreement, and (ii) the completion of any restoration obligation pursuant to Section 4. LICENSEE agrees that this indemnity provision is effective without reference to the existence or applicability of any insurance coverage, and that this indemnity provision shall survive the expiration or termination of this Agreement.

B. This Agreement to indemnify includes, but is not limited to, personal injury, including death, and property or other damage sustained by any person or persons (including, but not limited to, companies or corporations, LICENSEE and its employees, agents or contractors, and members of the general public) from the causes specified in Section 9A, including, but not limited to, any act, error, or omission of LICENSEE or its employees, agents, or contractors. Notwithstanding anything to the contrary set forth herein, LICENSEE shall have no obligation to indemnify any City Indemnified Party for any City Claim arising from the active negligence or willful misconduct by any City Indemnified Party.

10. Insurance:

A. WORKERS' COMPENSATION. During the Term of this Agreement, LICENSEE shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability LICENSEE may have for workers' compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE. It is understood and agreed that LICENSEE is a self-insured public agency for general liability and LICENSEE is self-insured for the first five hundred thousand dollars (\$500,000) per occurrence of coverage. LICENSEE has excess coverage through the California Joint Powers Risk Management Authority. LICENSEE will carry, at its own cost and expense, sufficient insurance or self-insurance to cover commercial general liability with reasonable limits for combined single limit for bodily injury or death/property damage arising out of any occurrence.

C. AUTO LIABILITY INSURANCE. It is understood and agreed that LICENSEE is a self-insured public agency for auto liability and LICENSEE is self-insured for the first five hundred thousand dollars (\$500,000) per occurrence of coverage. LICENSEE has excess coverage through the California Joint Powers Risk Management Authority. LICENSEE will carry, at its own cost and expense, sufficient insurance or self-insurance to cover auto liability with reasonable limits for combined single limit for bodily injury or death/property damage arising out of any occurrence.

D. LICENSEE shall require all subcontractors to procure and maintain insurance policies subject to the requirements of this Section. Failure of LICENSEE to verify existence of sub-contractor's insurance shall not relieve LICENSEE from any claim arising from sub-contractors work on behalf of LICENSEE.

11. Recording: Neither LICENSOR nor LICENSEE shall record this Agreement.

12. Attorney's 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 attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

13. Notices: All notices required or permitted under the terms of this agreement shall be in writing and sent to:

City of Fairfield
Paul V. Kaushal
Public Works Department
1000 Webster Street
Fairfield, CA 94533
Phone # (707) 428-7485
Fax # (707) 428-7607

14. Time is of the Essence; Entire Agreement: Time is of the essence of each of the terms and provisions of this Agreement. This Agreement constitutes the entire Agreement between LICENSEE and the LICENSOR, no alteration, or amendment or any part thereof shall be affective unless in writing signed by parties sought to be charged, or bound thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LICENSEE:

City of Vacaville

By: [Signature]

Its: Park Manager

Date: 5/14/21

LICENSOR:

CITY OF FAIRFIELD
a municipal corporation

By: _____

Its: Director of Public Works

Date: _____

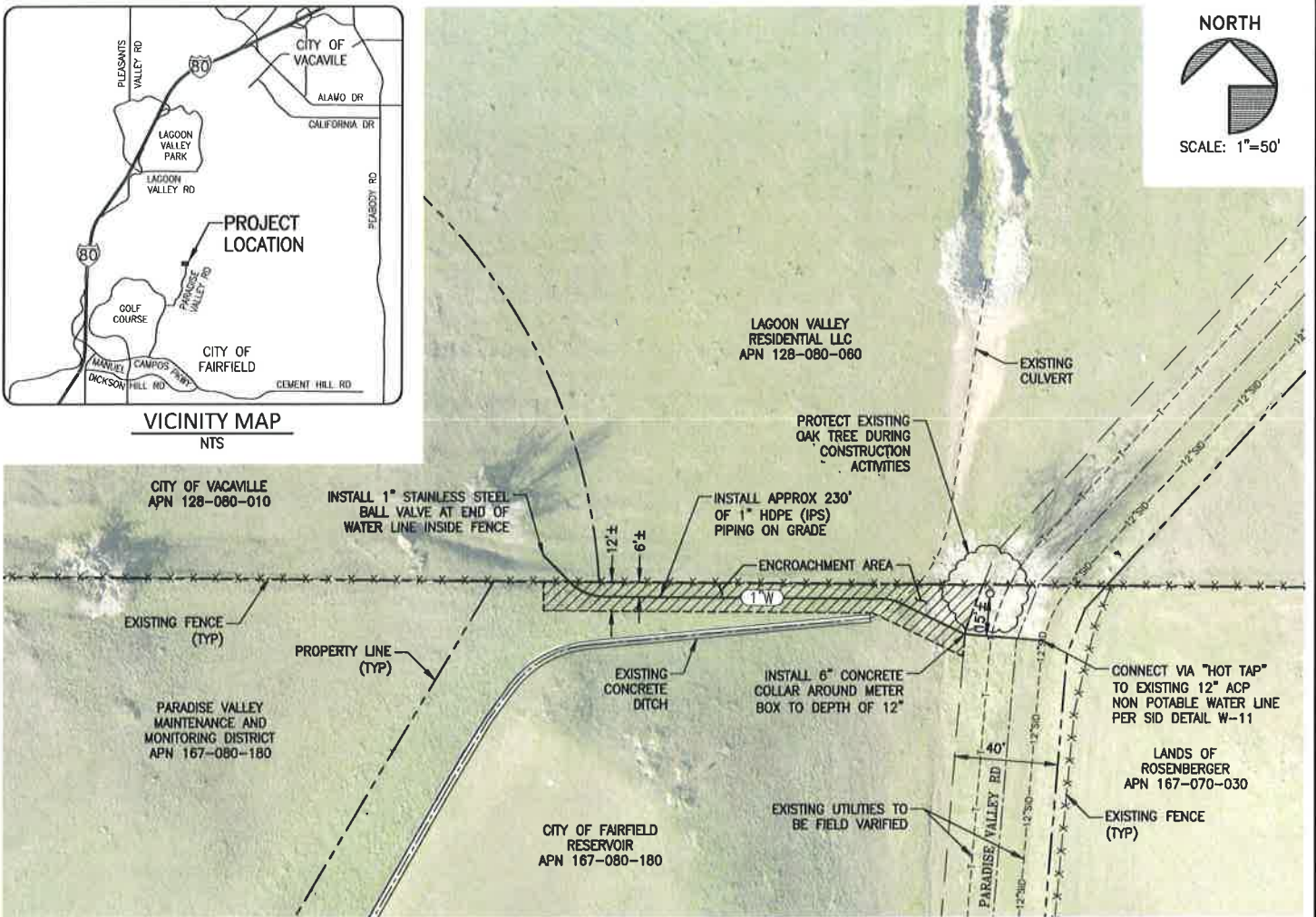
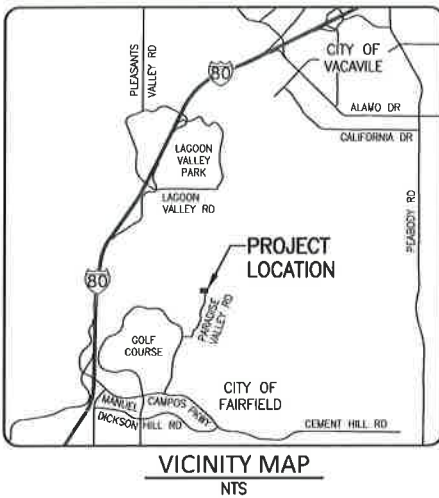


EXHIBIT A
Property



PARADISE VALLEY PIPELINE
PROPOSED 1" WATER LINE
FAIRFIELD, CA