



Real Estate Assets Department
SDC003

EAST COUNTY ADVANCED WATER PURIFICATION JPA

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Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



4

**FIRST AMENDMENT TO CITY OF SAN DIEGO
License Agreement for Right of Entry and Use**

THIS FIRST AMENDMENT TO CITY OF SAN DIEGO LICENSE AGREEMENT FOR RIGHT OF ENTRY AND USE ("First Amendment") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and **EAST COUNTY ADVANCED WATER PURIFICATION JOINT POWERS AUTHORITY**, a California Joint Powers Agency ("LICENSEE"), to be effective when signed by the parties and approved by the San Diego City Attorney.

RECITALS

- A. WHEREAS, the Parties entered into that certain City of San Diego License Agreement for Right of Entry and Use, effective November 3, 2022 and commencing November 7, 2022 (the "License"); and
- B. WHEREAS, the Parties would like to increase the number of days per week that Work can occur; and
- C. WHEREAS, all capitalized terms not otherwise defined in this First Amendment shall have the same meaning as in the License.

NOW THEREFORE, the Parties agree to amend the License as follows:

- 1. Section 3.2 Work Hours shall be replaced in its entirety with the following:

"3.2 Work Hours. No Work shall begin prior to 7:00 a.m. or after 7:00 p.m. or on Sundays or Holidays."
- 2. Confirmation of Agreement. All other terms and conditions of the License remain unchanged and shall remain in full force and effect.
- 3. Entire Agreement. The License, as amended by this First Amendment, represents the entire understanding between the Parties as to the subject matter of the License, as so amended.
- 4. Counterparts. This First Amendment may be signed by the authorized representatives of the Parties in multiple counterpart originals (including electronic counterpart originals), each of which shall be deemed an original, and all such counterpart originals, when taken together, shall constitute one agreement.
- 5. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party drafted any part of this First Amendment. The Parties participated substantially in the negotiation, drafting, and revision of this First Amendment, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in this First Amendment may be used in the singular, plural, past tense, or future tense, regardless of how it is defined, all in accordance with ordinary principles

of English grammar, which shall govern all language in this First Amendment. The words "include" and "including" in this First Amendment shall be construed to be followed by the words: "without limitation." Each collective noun in this First Amendment shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to a document, including this First Amendment, refers to such document, as modified from time to time (excepting any modification that violates the License), and includes all exhibits, schedules, addenda, and riders to such document. The word "or" in this First Amendment includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute, regulation, order, form, or similar governmental requirement in this First Amendment refers to each such requirement as amended, modified, renumbered, superseded, or succeeded, from time to time.

6. Governing Law. The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this First Amendment, without application of conflicts of laws principles or statutes.
7. Binding on Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.
8. No Other Representations or Warranties. Except as expressly set forth in this First Amendment, no Party makes any representation or warranty material to this First Amendment to any other Party.
9. Electronic Signatures. The Parties agree: (a) to deliver and accept signatures on or pursuant to this First Amendment by e-mail or electronic means (including digital signatures); and (b) that signatures delivered by e-mail or electronic means (including digital signatures) shall be binding as originals upon the Party so signing and delivering.

IN WITNESS WHEREOF, this First Amendment to City of San Diego License Agreement for Right of Entry and Use is executed to be effective as of the Effective Date.

Approved as to form:

MARA W. ELLIOTT, CITY
ATTORNEY

By: Melissa Ables
Melissa Ables (Nov 22, 2022 11:24 PST)

Name: Melissa Ables

Title: Chief Deputy City Attorney

Date: Nov 22, 2022

East County Advanced Water Purification Joint Powers
Authority, a California Joint Powers Agency

BY: Kyle Swanson
Name: Kyle Swanson
Title: CEO/General Manager

THE CITY OF SAN DIEGO, a California municipal
corporation

BY: Penny Maus
Penny Maus (Nov 18, 2022 10:02 PST)
Penny Maus, Director, Department of Real Estate
and Airport Management

First Amendment to License 11 15 22

Final Audit Report

2022-11-16

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-  Document created by Jessica Reifschneider (jreifschneider@padre.org)
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Adobe Acrobat Sign



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: November 17, 2022

TO: Penny Maus, Director, Department of Real Estate and Airport Management

FROM: Mary Carlson, Program Manager, Department of Real Estate and Airport Management via Lucy Contreras, Deputy Director, Department of Real Estate

Subject: First Amendment to License Agreement – East County Advanced Water Purification Joint Powers Authority

Purpose:

Sign the First Amendment to License Agreement between City of San Diego and the East County Advanced Water Purification Joint Powers Authority ("JPA").

Background:

The First Amendment allows work on Saturdays.

The License Agreement, which has already been fully executed, allows non-exclusive of the License Area solely for contractor mobilization including staging of materials and equipment related to the Licensee's Horizontal Directional Drilling operation for the East County Advanced Water Purification Water Recycling Facility Force main and Advanced Water Purification Pipeline, the excavation of drill pits (6'x24'), and if the JPA is granted easements authorizing the installation of pipelines through the City's adjacent parcels (APNs 383-080-03 and 383-080-04), installation of casings (including necessary drilling therefor) ("Work").

RECOMMENDED FOR APPROVAL:

Mary Carlson

Mary Carlson
Program Manager, Dispositions

Lucy Contreras

Lucy Contreras
Deputy Director, Department of Real Estate and Airport Management

Attachments:

- First Amendment
- License Agreement