

**SECOND AMENDMENT TO LICENSE AGREEMENT BETWEEN CONTRA COSTA
COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND
CONTRA COSTA WATER DISTRICT REGARDING JOINT USE AREAS**

This second amendment to license agreement ("Second Amendment") is dated December 16, 2025, 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, and as amended on December 7, 2020, 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 Pipelines and related facilities within Licensee's easement that overlies or is adjacent to the Property (the "Agreement").

The Original License Agreement dated December 7, 2010, is attached hereto as Exhibit A.

The First Amendment to License Agreement dated December 7, 2020, is attached hereto as Exhibit B.

- B. The parties desire to further extend the term of the Agreement through December 31, 2030.

The parties therefore agree as follows:

AGREEMENT

1. All capitalized terms not defined in this Second Amendment have the meaning ascribed to them in the Agreement and the First Amendment.
2. Recital A of the Agreement is hereby deleted in its entirety and replaced with the following:
 - A. The District holds fee title to property located along Walnut Creek and Pacheco Creek in Contra Costa County, which is shown on Exhibit "A," attached hereto and incorporated herein ("Property"). Licensee, pursuant to the Memorandum of Agreement (Contract Number 14-06-200-6072A) dated June 28, 1972, relating to details of the Transfer of Operation and Maintenance of the Contra Costa Canal System as amended by

Amendment No. 1, dated May 15, 1995, operates and maintains the Short Cut Pipeline easement across portions of the Property, which easement was granted to the United States of America by District, recorded on March 22, 1971 in Book 6342 at Page 120 of the Official Records of the County of Contra Costa "for a perpetual right of way, privilege and easement to at any time a water pipeline of not more than 60 inches inside diameter, with all fixtures, devices and appurtenances used or useful in the operation of said pipeline" Additionally, a perpetual subsurface easement was granted to Licensee by District, recorded on July 24, 2023, Document Series No. 2023-0070101 of the Official Records of the County of Contra Costa "for installation, operation, maintenance, repair, and replacement of two 36-inch water pipelines and appurtenances thereto" (collectively, the "Easements").

Nothing in this Agreement is intended, or shall be construed to in any way limit, condition, or in any other way affect any of the terms or conditions of the Easements. District and Licensee agree that District's use of this Property for any purpose, including without limitation flood control, water conservation, and water quality improvement, as described in Section 5, titled "DISTRICT'S USE," is paramount to the use of any portion of the Property by Licensee or any other party.

3. 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, 2030, unless the license granted hereunder is suspended, terminated, or revoked as hereinafter set forth.
4. Section 21. Notices

Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

21. **NOTICES.** Notices under this Agreement must be in writing and will be effective either when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by a recognized overnight courier service, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice:

To District:	Chief Engineer
	Contra Costa County Flood Control & Water
	Conservation District
	255 Glacier Drive
	Martinez, CA 94553

To Licensee: Contra Costa Water District
Planning Department – Lands
1331 Concord Avenue
Concord, CA 94520

5. Exhibits.

The following documents are attached hereto and incorporated herein by this reference:

Exhibit A – Original License Agreement dated December 7, 2010, between Contra Costa County Flood Control and Water Conservation District and the Contra Costa Water District.

Exhibit B – First Amendment to License Agreement between the same parties.

6. All other terms of the Agreement and First Amendment remain unchanged and in full force and effect.

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

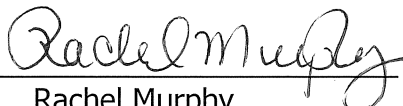
DISTRICT:

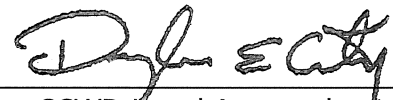
CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Warren Lai
Chief Engineer

LICENSEE:

CONTRA COSTA WATER DISTRICT

By: 
Rachel Murphy
General Manager


CCWD Legal Approval

Recommended for Approval:

By: 
Jessica L. Dillingham
Principal Real Property Agent

By: 
Tan D. Nguyen
Assistant Real Property Agent

APPROVED AS TO FORM:
Thomas L. Geiger, County Counsel

BY: 
Michael George (Jul 22, 2026 09:34:29 PDT)
Michael George
Deputy County Counsel

EXHIBIT A

LICENSE AGREEMENT BETWEEN CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND CONTRA COSTA WATER DISTRICT REGARDING JOINT USE AREAS

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 17th day of December, 2010 (Effective Date"), by and between Contra Costa County Flood Control and Water Conservation District, a political subdivision of the State of California (hereinafter "District") and Contra Costa Water District, a public agency of the State of California (hereinafter called "Licensee"). Licensee and the District are hereinafter referred to individually as a "party" or collectively as the "parties."

RECITALS

- A. The District holds fee title to property located along Walnut Creek and Pacheco Creek in Contra Costa County, which is shown on Exhibit "A," attached hereto and incorporated herein ("Property"). Licensee, pursuant to the Memorandum of Agreement (Contract Number 14-06-200-6072A) dated June 28, 1972, relating to details of the Transfer of Operation and Maintenance of the Contra Costa Canal System as amended by Amendment No. 1, dated May 15, 1995, operates and maintains the Short Cut Pipeline easement across portions of the Property, which easement was granted to the United States of America by District, recorded on March 22, 1971 in Book 6342 at Page 120 of the Official Records of the County of Contra Costa "for a perpetual right of way, privilege and easement to construct, reconstruct, lay, re-lay, operate, maintain and remove at any time a water pipeline of not more than 60 inches inside diameter, with all fixtures, devices and appurtenances used or useful in the operation of side pipeline". Nothing in this Agreement is intended, or shall be construed to in any way limit, condition, or in any other way affect any of the terms or conditions of the Easement. District and Licensee agree that District's use of this Property for any purpose, including without limitation flood control, water conservation, and water quality improvement, as described in Section 5, titled "DISTRICT'S USE," is paramount to the use of any portion of the Property by Licensee or any other party.
- B. The purpose of this Agreement is to provide for ingress and egress purposes across the District's levees and access roads on the Property 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 District's Property.
- C. The District, in conjunction with the United States Army Corps of Engineers, is currently reevaluating the operation and configuration of Walnut Creek and Pacheco Creek, including the adjacent levees and access roads. This effort includes studying the possible relocation or removal of the levees and access roads in or adjacent to Walnut Creek and Pacheco Creek. Any proposed modifications to Walnut Creek or Pacheco Creek may affect the use of the Property by Licensee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Licensee agree as follows:

1. **JOINT USE AREAS:** District has determined that the Levee Roads on the Property may be used by Licensee on a non-exclusive basis, as further described herein. The Levee Roads are hereinafter referred to as the Joint Use Area ("JUA"). The JUA is shown on Exhibit A, being the two aqua lines within the District's right of way as outlined in blue. District and Licensee understand and agree that the use of JUA is for routine ingress and egress purposes only and the use of the JUA may be modified from time to time as necessary upon the mutual written consent of the parties, in the form of a written amendment to this Agreement.
2. **TERM:** The term of this Agreement will commence on the Effective Date, and expire in ten (10) years of the Effective Date, unless the license granted hereunder is suspended, terminated or revoked as hereinafter set forth.
3. **GRANT OF LICENSE:** Subject to the terms and conditions of this Agreement, District hereby grants to Licensee, a non-exclusive, revocable license to enter upon and use the JUA for the uses described in Section 6 of this License Agreement, titled "**LICENSEE'S USE OF THE JOINT USE AREA.**"
4. **DISTRICT'S TITLE:** Licensee hereby acknowledges District's fee title in and to the JUA and agrees never to assail or to resist District's title. Licensee agrees that it has not acquired nor will it hereafter ever acquire any interest or estate in the JUA under this Agreement nor will Licensee obtain any right or claim to use the JUA beyond that specifically granted in this Agreement.
5. **DISTRICT'S USE:** District shall have the right, to use the JUA for any purpose, including but not limited to ingress, egress, flood control, drainage water conveyance, water conservation, water quality improvement, maintenance, channeling or otherwise controlling the flow of drainage waters, and performing activities required by federal, state, regional or local agencies, including but not limited to, water quality and quantity control and environmental mitigation and enhancement, all of which shall hereinafter be referred to as "District's Use." District's Use of the JUA shall be paramount or superior to any other use of the JUA, including but not limited to, Licensee's Uses described below.

District may limit or temporarily suspend Licensee's use of the JUA. District shall attempt to minimize such interruption or interference and will provide Licensee as much advance notice as possible under the circumstances. District shall not under any circumstances be liable to Licensee or any other users of the JUA for any cost, expense or damage caused by their loss of use of the JUA.

Except in the case of an emergency, the District will not make alterations to the JUA, including the installation of improvements, utilities or performance of any construction, reconstruction, remodeling, alteration, or removal, if such alterations will have a substantial impact on Licensee's ability to use the JUA, described below, without at least ten (10) working days written prior notice to Licensee. Except in an emergency situation, the District will provide Licensee with at least ten (10) working days written notice of such alterations. The District will make every effort to design and/or construct alterations to accommodate the joint use of the JUA by Licensee, to the extent it is economically feasible to the District and consistent with the District's use.

6. **LICENSEE'S USE OF THE JOINT USE AREA:** Licensee, its agents, contractors, and employees shall have the non-exclusive right to use the JUA for ingress and egress purposes in order to operate, maintain, repair, or replace its Shortcut Pipeline and related facilities within Licensee's Easement.

Notwithstanding the foregoing, and except in the case of an emergency requiring immediate repair or replacement of portions of the Shortcut Pipeline and related facilities, Licensee, its agents, contractors, and employees shall not hinder or obstruct access to the JUA by District or by any entity allowed by District to use the JUA (hereinafter referred to as "Permittees").

Licensee's Use, and all Licensee's rights granted or implied by this Agreement, are secondary and subordinate to the District's Use and to the rights of Permittees held prior to the execution of this Agreement. Licensee shall not, at any time, use, or permit the public to use, the JUA in any manner that will materially interfere with or impair District's or Permittees' use of the JUAs.

7. **LICENSEE FEE:** As consideration for this Agreement, Licensee agrees to pay a nonrefundable fee of Three Thousand Six Hundred Sixty and No/100 Dollars (\$3,660.00) payable in advance, without prior demand, on March 1st of each year during the term of this Agreement. The License Fee is based on the District's costs to maintain its access roads over a ten year period which includes resurfacing the access roads with a six (6") Class 3 aggregate base every four (4) years, and assumes that such costs are shared equally between the District and Licensee. The License Fee may be increased or decreased by District once each year, effective on the next anniversary of the Effective Date, by providing written notice to Licensee thirty (30) days prior to the anniversary of the Effective Date.

All checks shall be made payable to Contra Costa County Flood Control and Water Conservation District, and shall be mailed to: Contra Costa County Flood Control and Water Conservation District, 255 Glacier Drive, Martinez, CA 94553, or as otherwise specified in writing by District. If this Agreement is suspended, revoked, or terminated prior to the end of the year in which the fee has been paid, a pro rata refund shall be paid to Licensee.

8. **LAWFUL CONDUCT:** The Licensee agrees that it will obey, observe and use due diligence to the extent reasonably feasible to require all persons entering upon the JUA with its knowledge or permission to obey and observe all terms of this Agreement and all applicable laws, ordinances, orders, rules, permits, regulations and requirements. Licensee shall be responsible for paying all fines, penalties, or charges which may be levied for violation of laws, ordinances, orders, rules, permits, and regulations, arising out of operations of the Licensee or its employees, but shall not be responsible for fines, penalties or charges levied against third parties, including agents, Permittees or invitees. The Licensee shall not commit, suffer, or permit any nuisance in or about the JUA.
9. **SECURITY OF THE JOINT USE AREA:** Licensee, its agents, contractors, and employees will lock all gates that it opens for access to the JUA. Licensee will not be responsible for patrolling the property or otherwise securing the property. District shall bear the sole responsibility of securing and protecting its property, including the JUA, from unauthorized public use, and other trespasses.

10. **HOLD HARMLESS AND INDEMNIFICATION:** Licensee, its officers, employees, agents, contractors, and consultants shall indemnify, save, protect, defend, and hold harmless, District and Contra Costa County (County), their boards, officers, agents and employees from and against any and all demands, claims, suits, costs, losses, expenses, and liabilities for any damages, fines, penalties, sickness, death or injury to persons or property, including without limitation, all consequential damages (collectively "Liabilities"), from any cause whatsoever arising directly or indirectly from or connected with the operation or use of the JUA or the breach of the terms and conditions of this Agreement by Licensee or its officers, agents, employees, contractors, subcontractors or invitees hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or County, or their officers, agents or employees, and will make good to and reimburse District for any expenditures, including reasonable attorneys' fees, District or County may make by reason of such matters and, if requested by District, will defend any such suits at the sole cost and expense of Licensee.

To the extent permitted by law, Licensee shall indemnify, defend, save, protect and hold District harmless from and against any and all Liabilities (including without limitation attorneys fees, consultants fees, and the costs of any required or necessary testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the termination of the license granted hereunder), of

any kind or nature, to the extent caused or contributed to by Licensee's Use of the JUA, or Licensee's use, release or disposal of any hazardous material, including all costs, claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials (including petroleum) as a result of Licensee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the lease term.

11. **CONDITION OF PROPERTY:** District makes no representations as to the suitability of the JUA for any of Licensee's Uses. Prior to the execution of this Agreement, Licensee shall inspect the JUA and shall make its own determination as to its suitability for use by Licensee, and Licensee shall be solely responsible for determination of such suitability.

Licensee understands and agrees that the JUA may be subject to sliding, erosion, subsidence, flooding and other possible hazardous conditions, and that the District is under no obligation to restore, maintain or repair any Licensee Facilities installed or allowed under this Agreement that are damaged from sliding, erosion, subsidence, flooding or other hazardous conditions therein. Licensee, upon obtaining an "Encroachment Permit for Use of District Right of Way" from the District, may perform, at Licensee's sole cost and expense, such restoration, maintenance, or repair as Licensee deems necessary for its proper and safe use of the JUA. Licensee agrees that District has no responsibility or liability to Licensee for any hazardous condition that exists or may occur on or in the JUA. The preceding sentence does not apply to a hazardous condition caused by the sole negligence or willful misconduct of District.

12. **HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION:** Licensee, at its sole cost and expense, shall comply with all present and future applicable laws, statutes, codes, rules and regulations, regarding health, safety, noise, environmental protection, waste disposal, and water and air quality, as they pertain to the Licensee's Use of the JUA.

As used in this Agreement, a "hazardous material" includes but is not limited to any substance, material or waste that is or becomes designated, classified or regulated as being "toxic," "hazardous," or a "pollutant" under any federal, state or local law, regulation or ordinance.

Licensee shall not cause or permit any hazardous material as defined in this section, to be generated, brought onto, stored, used, emitted, released, discharged, or disposed of in, on, under, or about the JUA without prior express written permission from the District. Licensee shall not commit, or suffer to be committed, any nuisance or other act that may pollute or contaminate the JUA, or the watershed of which the JUA are a part.

Licensee is further prohibited from using any herbicide, pesticide, or hazardous material in the JUA, including those for which it has obtained District's prior written approval to use, in an unsafe or careless manner or in any manner that is contrary to the manufacturer's instructions or contrary to restrictions imposed by the District. As used in this Agreement "herbicide" includes any chemical or substance that is used to destroy plants and "pesticide" includes any chemical or substance for killing insects and plants. Licensee must satisfy all herbicide and pesticide application permit requirements as may be required by federal, state or local law.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the JUA due to Licensee's Use, or Licensee's use, release, or disposal of any herbicide, pesticide or hazardous material, Licensee, at Licensee's expense, shall test, remedy, repair, remove, clean, remediate, and detoxify all property affected thereby, whether owned or controlled by the District or by any third person, to the satisfaction of District, and any governmental body having jurisdiction thereover. Licensee shall immediately notify District verbally and in writing upon either the occurrence or discovery of any such discharge, leakage, spillage, emission, or pollution.

Licensee's notification to District pursuant to this section does not relieve Licensee of any legal requirement to notify any governmental body with jurisdiction thereover.

Licensee agrees that neither Licensee, its heirs, successors or assigns shall ever claim, have or assert any right or action against District for any loss, damage or other matter arising out of or resulting from the presence of any hazardous material or any other condition of the Property or the JUA at the commencement of this Agreement or from the release of any hazardous material in, on or around any part of the Property or the JUA or in the soil, water, subsurface strata or ambient air by any person or entity other than District following the commencement of this Agreement. Nothing in this section is intended in any way to restrict the right of Licensee to seek contribution or indemnity from any person or entity other than District whose activities are a cause of any discharge, leakage, spillage or emission of hazardous material on or to the JUA.

13. **WATER QUALITY CONTROL BOARD REQUIREMENTS:** Licensee shall comply with all waste discharge requirements related to the Contra Costa Countywide National Pollutants Discharge Elimination System (hereinafter "NPDES") Municipal Stormwater Permit (NPDES Permit) contained in the California Regional Water Quality Control Board San Francisco Region NPDES Permits No. CAS612008 and with any future amendments or modifications of the NPDES Permit. Upon request from the District, Licensee shall submit all reports required of the District by the Regional Board if those reports involve the Licensee's use of the JUA.
14. **INSURANCE:** Licensee shall have the right to self-insure, in whole or in part. In the event that Licensee does self-insure, prior to execution of this Agreement, 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 and County as additional insureds.

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.

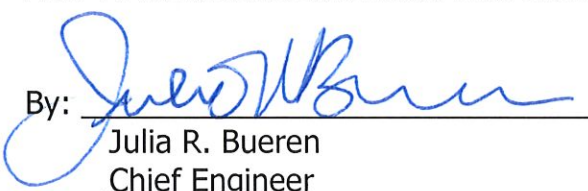
- A. The Licensee shall provide comprehensive general liability insurance with a minimum combined single - limit coverage of One Million and No/100 Dollars (\$1,000,000.00) for all damages, including consequential damages, due to bodily injury, sickness, or disease, or death to any person(s) or damage 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 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 and the County, their 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 One Million and No/100 Dollars (\$1,000,000.00).
- E. The insurance policies provided by the Licensee or its contractors and subcontractors shall constitute primary insurance as to the District and County, their boards, officers, agents and employees, so that other insurance policies or self-insurance programs held by the District and County 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.
15. **ASSIGNMENT**: Licensee shall not assign or transfer this Agreement or any interest herein without the prior written consent of the District. Nothing in the preceding sentence shall be construed to prevent Licensee's consultants, contractors or subcontractors from entering the JUA under the terms of this Agreement.
16. **WAIVERS**: No waiver by either party of any breach or violation by the other party of any provision of this Agreement shall be deemed to be a waiver of any breach or violation of any other provision hereof, nor of any subsequent or continued breach or violation of the same or any other provision of this Agreement. District's acceptance of any monies that become due under this Agreement shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the Licensee of this Agreement.
17. **DISCRIMINATION**: Licensee shall not discriminate, or allow any discrimination against or segregation of any person or group of persons on account of race, age, color, sex, creed, religion, national origin, or ancestry, or any basis protected under the law, in the use, occupancy, tenure, or enjoyment of the JUA.
18. **TERMINATION**: This Agreement may be terminated prior to the end of the license term as defined in Section 2. "**TERM**" as follows:
- A. At any time upon the mutual written agreement of the parties.
- B. The District and the Licensee shall each have the right to terminate this Agreement upon the other party's breach of any material term, covenant or condition of this Agreement. A party shall be in breach of this Agreement if said party fails to perform or observe any material term, covenant or condition of this Agreement for a period of thirty (30) days following receipt of a written "Notice of Breach" from the other party (the "Cure Period"). The Cure Period can be extended at the discretion of and with written consent from the non-breaching party. A dispute between the parties as to whether a breach has occurred or has been adequately cured will be resolved in accordance with Section 20. "**DISPUTE RESOLUTION**".

19. **SURRENDER OF THE JOINT USE AREA:** Upon receipt of District's notice to limit or terminate the Licensee's Use of any or all of the JUAs, the Licensee shall, at Licensee's sole cost and expense, remove any Licensee Facilities and Licensee Improvements and restore affected areas to the extent requested by District in the notice.
20. **DISPUTE RESOLUTION:** Should there be any dispute between Licensee and District regarding the interpretation or the enforcement of this Agreement, or regarding the acts or omissions of either the Licensee or District, the parties will meet and confer with the intent to resolve such dispute. District and Licensee representatives will use their best efforts to find solutions that meet the needs of both parties. In the event that the parties are not able to resolve the dispute through informal negotiation, the parties agree to submit such dispute to mediation before either the Licensee or District may commence litigation. If Licensee or District cannot agree upon the identity of a mediator within ten (10) business days after a party requests mediation, then the Licensee and District shall each select a mediator and those two mediators will select a third mediator to mediate the dispute. The parties shall share equally in the cost of the mediator or mediators who ultimately mediate the dispute, but neither the Licensee nor District shall be entitled to collect or be reimbursed for other related costs, including but not limited to attorneys' fees. The Licensee and District shall use all best efforts and due diligence to complete mediation as soon as possible after it is initiated hereunder. Should mediation prove unsuccessful, the Licensee or District may avail themselves to those remedies available under law or in equity.
21. **NOTICES:** All notices given under this Agreement shall be served by enclosing the notice in a sealed envelope addressed to the other party, certified mail, postage prepaid, addressed as follows:
- To District: Chief Engineer
 Contra Costa County Flood Control
 & Water Conservation District
 255 Glacier Drive
 Martinez, CA 94553
- To Licensee: Contra Costa Water District
 Watershed and Land Department
 1331 Concord Avenue
 Concord CA 94520
 P.O. Box H20 (mailing)
 Concord, CA 94524
- Either party may designate, by written notice to the other, a different agent for service or address for notice. Notice is effective two (2) business days from the date of mailing.
22. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement shall, nor is it intended to, confer on any person or party other than the District, County and Licensee, any rights or remedies under this Agreement.
23. **AMENDING LICENSE AGREEMENT:** This Agreement can only be modified through written amendment agreed upon and signed by both parties hereto.

24. **SEVERABILITY:** If any term, covenant, or provision of this Agreement, which does not materially affect the consideration of this Agreement, is held to be invalid, illegal, or unenforceable in any respect, the validity of the remainder of this Agreement shall not be affected thereby.
25. **CONTROLLING LAW:** This Agreement shall be construed in accordance with California law.
26. **COUNTERPARTS:** This License Agreement may be executed in counterparts, each of which is deemed to be an original.

DISTRICT:
CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: 

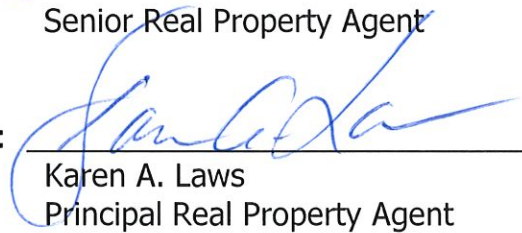
Julia R. Bueren
Chief Engineer

Date: Dec. 07, 2010

Recommended for Approval:

By: 

Carla Peccianti
Senior Real Property Agent

By: 

Karen A. Laws
Principal Real Property Agent

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

By: 

Rachel Sommovilla
Deputy County Counsel

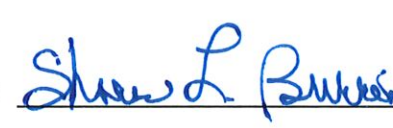
LICENSEE:
CONTRA COSTA WATER DISTRICT

By: 

Jerry Brown
General Manager

Date: 11/2/10

ATTEST:

By: 

Date: 11/2/10

APPROVED AS TO FORM:

By: 

District Counsel

EXHIBIT B

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.

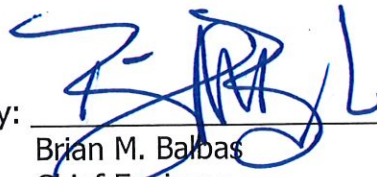
[Remainder of Page Intentionally Left Blank]

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.

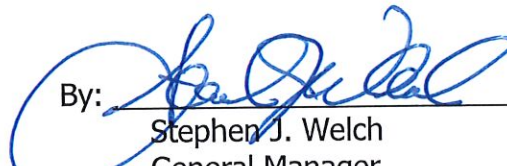
DISTRICT:

CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: 
Brian M. Balbas
Chief Engineer

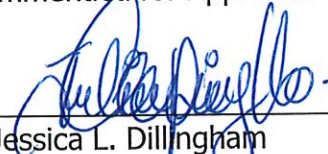
LICENSEE:

CONTRA COSTA WATER DISTRICT

By: 
Stephen J. Welch
General Manager


CCWD Legal Approval

Recommended for Approval:

By: 
per Jessica L. Dillingham
Principal Real Property Agent

By: 
Margaret Eychner
Senior Real Property Agent

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By: 
Kathleen M. Andrus
Deputy County Counsel

ME:dw

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Contra
Costa
County

To: Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: December 15, 2020

Subject: Amendment to License Agreement granting Contra Costa Water District access rights along Walnut Creek and Pacheco Creek levee roads, Martinez area.

RECOMMENDATION(S):

As the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute on behalf of the District, the First Amendment to the License Agreement between the District and the Contra Costa Water District (CCWD) to extend the term through December 31, 2025, granting CCWD access rights to use a portion of the District's levee roads along Walnut Creek and Pacheco Creek, Martinez area. (Project No. 7520-6B8371)

FISCAL IMPACT:

CCWD will pay the District an annual fee of \$3,660, which will be applied to the District's Zone 3B for the maintenance of the levee roads during the term of the agreement.

BACKGROUND:

On December 7, 2010, the District entered into a License Agreement with CCWD to allow CCWD access to the Short Cut Pipeline, which CCWD operates and maintains for the United States Bureau of Reclamation. The District is granting a license, rather than permanent rights, because if either Walnut Creek or Pacheco Creek is reconfigured, the location of the access rights required by CCWD will change. The first amendment extends the term of the existing license through December 31, 2025, and updates the insurance requirement to \$2,000,000.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 12/15/2020 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
Supervisor

Federal D. Glover, District V
Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 15, 2020

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Stacey M. Boyd
By: Stacey M. Boyd, Deputy



Contact: Margaret Eychner,
925.957-2463

cc: Paul Detjens, Flood Control District, Michelle Cordis, Flood Control

CONSEQUENCE OF NEGATIVE ACTION:

If the first amendment is not approved, the license will terminate on December 6, 2020, and CCWD will not have the necessary access rights.

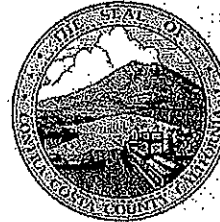
ATTACHMENTS

First Amendment License Agreement

To: Flood Control District Board of Supv

**From: Julia R. Bueren, Public Works
Director/Chief Engineer**

Date: November 9, 2010



**Contra
Costa
County**

Subject: Contra Costa Water District access rights along Walnut Creek and Pacheco Creek levee roads to their Short Cut Pipeline Easement area. Pacheco area.

RECOMMENDATION(S):

APPROVE and CONVEY a License Agreement (Agreement) between Contra Costa County Flood Control and Water Conservation District (District) and Contra Costa Water District (CCWD), for CCWD's use of a portion of the District's levee roads along Walnut Creek and Pacheco Creek. Government Code 25526.6, (District IV) Project No. 7520-6B8377 (Fee for Service 09-00107)

AUTHORIZE the Chief Engineer, or designee to execute said Agreement on behalf of the District.

FIND that the conveyance of the Agreement is in the public interest and that the license to use the levee roads along Walnut Creek and Pacheco Creek will not substantially conflict or interfere with the use the levee roads along Walnut and Pacheco Creek by the District.

DIRECT the Real Property Division to have the executed Agreement delivered to CCWD.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **12/07/2010**

☒ APPROVED AS RECOMMENDED

☐ OTHER

Clerks Notes: District IV Vacant.

VOTE OF SUPERVISORS

AYES NOES
ABSENT ABSTAIN
RECUSE

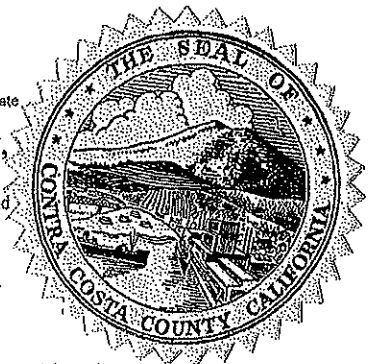
Contact: Carla Peccianti 925-313-2222

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 7, 2010

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: *EMY L. SHARP*, Deputy



cc: Julie Carlson, Real Property, County Administrator, Auditor-Controller, Tim Jensen, District, Alex Anaya, District, Lori Brown, P.W. Finance

FISCAL IMPACT:

There is no impact to the County General Fund. CCWD will pay the District an annual fee of \$3,660.00 which will be applied to the District's Zone 3B for the maintenance of the levee roads during the term of the Agreement,

BACKGROUND:

CCWD operates and maintains the United States Bureau of Reclamation's ("USBR") Short Cut Pipeline (SCP), which crosses a portion of the District's property located between Walnut Creek and Pacheco Creek in the Pacheco area. CCWD operates and maintains the SCP pursuant to a Memorandum of Agreement (Contract No. 14-06-200-6072A) dated June 28, 1972, which relates to the Transfer of Operation and Maintenance of the Contra Costa Canal System as amended by Amendment No. 1, dated May 15, 1995, between the USBR and CCWD. The District granted permanent easement (Easement) rights to USBR for the SCP, on March 22, 1971 that includes the rights "for a perpetual right of way, privilege and easement to construct, reconstruct, lay, re-lay, operate, maintain and remove at any time a water pipeline of not more than 60 inches inside diameter, with all fixtures, devices and appurtenances used or useful in the operation of side pipeline".

The existing Easement is unclear as to CCWD's right to use the District's levees and access roads outside of the Easement for access purposes to the SCP. Until recently, CCWD accessed the SCP through private property. This property has been sold and the new owner has fenced it and no longer allows CCWD to cross it to get to the SCP from this property. Rather than get an easement from the new private property owner, CCWD requested access rights from the District, as the existing Easement is within the District's right of way.

The District, in conjunction with the United States Army Corps of Engineers, is reevaluating the operation and configuration of both Walnut Creek and Pacheco Creek, including the levees and access roads. This effort includes studying the possible relocation or removal of the levees and access roads in or adjacent to Walnut Creek and Pacheco Creek. With the possibility of Walnut Creek and Pacheco Creek being reconfigured or the levee and access roads removed, the District does not want to grant permanent rights which may or may not have to be rescinded. CCWD and the District agreed to enter into a License Agreement with CCWD paying the District an annual fee to help defray the maintenance and repair costs of the Walnut Creek and Pacheco Creek levee and access roads.

CONSEQUENCE OF NEGATIVE ACTION:

CCWD will not have the necessary property rights to access the SCP to operate and maintain it.

CHILDREN'S IMPACT STATEMENT:

Not Applicable

2nd Amendment to License Agreement(Signed by CCWD)

Final Audit Report

2026-07-22

Created:	2026-07-21
By:	Tan Nguyen (tan.nguyen@pw.cccounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ-zieksneXyLzGCC-espRID_OK16HMY-

"2nd Amendment to License Agreement(Signed by CCWD)" History

-  Document created by Tan Nguyen (tan.nguyen@pw.cccounty.us)
2026-07-21 - 3:35:46 PM GMT
-  Document emailed to Jessica Dillingham (jessica.dillingham@pw.cccounty.us) for signature
2026-07-21 - 3:35:54 PM GMT
-  Document emailed to Mike George (michael.george@cc.cccounty.us) for signature
2026-07-21 - 3:35:54 PM GMT
-  Email viewed by Jessica Dillingham (jessica.dillingham@pw.cccounty.us)
2026-07-21 - 3:36:09 PM GMT
-  Email viewed by Mike George (michael.george@cc.cccounty.us)
2026-07-21 - 3:36:15 PM GMT
-  Document e-signed by Jessica Dillingham (jessica.dillingham@pw.cccounty.us)
Signature Date: 2026-07-21 - 6:32:24 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Email viewed by Mike George (michael.george@cc.cccounty.us)
2026-07-22 - 4:06:21 PM GMT
-  Signer Mike George (michael.george@cc.cccounty.us) entered name at signing as Michael George
2026-07-22 - 4:34:27 PM GMT
-  Document e-signed by Michael George (michael.george@cc.cccounty.us)
Signature Date: 2026-07-22 - 4:34:29 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-07-22 - 4:34:29 PM GMT