

TEMPORARY LICENSE TO USE COUNTY PROPERTY

Effective October 22, 2024 (“Effective Date”), Contra Costa County (“County”) hereby grants a temporary license (“Temporary License”) to The Watershed Project, a California nonprofit corporation (“Licensee”), to allow Licensee and Licensee’s officers, employees, contractors, consultants, agents, and volunteers (“Licensee Parties”) to access a portion of an unnamed tributary of Mt. Diablo Creek, located within the property shown outlined in red on the attached Exhibit A, identified as Assessor’s Parcel No. 117-320-001, with a site address of Kirker Pass Road, in Concord (the “Licensed Premises”), for the purpose of conducting water quality monitoring, subject to the following terms and conditions:

1. Term. Licensee’s use of the Licensed Premises shall commence on the Effective Date and end on October 31, 2025.
2. No Assignment. This permission shall not be transferred, assigned, apportioned, or sublicensed without the prior written approval of the County, which shall be within its sole discretion to provide.
3. Permitted Activities. Once a month, for 2-3 hours, the Licensee and Licensee Parties may use the Licensed Premises to perform water quality monitoring on an unnamed tributary to Mt. Diablo Creek using monitoring probes and making visual observations. Licensee shall provide written notice to County’s Watershed Program Manager at least five days prior to entering the Licensed Premises. Notwithstanding Section 9, these requests may be made by email to beth.baldwin@ccccounty.us, specifying the day and approximate time of entry and departure and summarizing the activities to be performed. Licensee and Licensee parties will enter licensed premises on Old Kirker Pass Road. Licensee shall not make any modifications to the Licensed Premises and, at the end of each entry, Licensee shall remove all of Licensee’s equipment, supplies, materials, and rubbish from the Licensed Premises.
4. Indemnification. As partial consideration for the License granted hereunder, Licensee shall defend, indemnify, save, and keep harmless the County, its officers, employees, and agents (collectively, “Indemnitees”) from and against (a) any liabilities, judgments, costs, expenses, attorney’s fees, attorney’s fee awards, penalties, and all other expenses of whatever kind or nature (collectively, “Liabilities”) that may in any way accrue against the County or its agents as a result of the County entering into this Agreement; (b) any Liabilities that arise from or are connected with Licensee’s negligence or willful misconduct while performing the activities authorized under this Agreement; and (c) any Liabilities that arise from the release of hazardous materials, contaminants, or sewage effluent from Licensee’s facilities or Licensee’s activities under this Agreement. The requirements of this section shall survive the termination or expiration of this Agreement.
5. Insurance. Licensee shall provide the County with a certificate of insurance from its insurance carrier showing single limit comprehensive liability insurance coverage in the minimum amount of \$1,000,000 with a rider showing that said insurance will cover the premises herein described and naming “ Contra Costa County, its officers,

employees and agents” as additional insured and requiring thirty (30) days’ written notice of policy lapse or cancellation.

6. Termination. County and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with thirty (30) days advance written notice to the other party.
7. Revocation. This permission may be revoked or suspended immediately upon written notice if justifiable complaints of "nuisance" (e.g. dust, noise or invasion of privacy) are received from occupants or owners of nearby property or in the event of a breach of any of the terms and conditions herein.
8. Notices. Except to the extent this Agreement expressly provides otherwise, all notices, demands, payments, and other writings given exchange between the parties shall be personally delivered, sent by overnight carrier deposited and with delivery charges prepaid to ensure next day delivery, or sent by U.S. Mail, addressed to the receiving party as follows:

To County:

Watershed Program Manager
Contra Costa County Public Works Dept.
255 Glacier Drive
Martinez, CA 94553

To Licensee:

The Watershed Project
Attn: Satoko Mills
1327 S. 46th Street
Richmond, CA 94804

A notice shall be deemed delivered on the same day if it is personally delivered, on the day following the day it is deposited if it is delivered by overnight carrier, and on the fifth day after the postmark date if it is sent by U.S. Mail. A party may change its address for delivery of notices by providing notice as required by this section at least ten days before the effective date of the new delivery address.

9. Amendment. This Agreement may not be amended or modified except by a writing executed by both parties.
10. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of California. Any litigation to interpret or enforce this Agreement must be filed in a state or federal court located in California with jurisdiction over the parties to and the subject matter of the litigation.
11. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and

assigns, any rights or remedies by reason of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page left blank. Signatures on next page.]

THE WATERSHED PROJECT

By _____
Name (Print): _____
Title: _____

CONTRA COSTA COUNTY

By _____
Warren Lai
Public Works Director

By _____
Name (Print) _____
Title: _____

EXHIBIT A

