

LICENSE AGREEMENT

This license agreement ("Agreement") is dated November 18, 2025, and is between the CONTRA COSTA COUNTY, a political subdivision of the State of California, as licensee (the "**County**"), and the CITY OF MARTINEZ, a municipal corporation of the State of California, as licensor (the "**City**").

RECITALS

- A. The City owns certain real property known as Waterfront Park in Martinez, California. A portion of the park is improved with a paved parking area that is located at 111-115 Tarantino Drive, an aerial view of which is shown in Exhibit A, outlined in blue (the "**Parking Lot**"). The Parking Lot is available for use by the public at no cost.
- B. The County owns and operates the Contra Costa Regional Medical Center ("**CCRMC**"), which is located in the City of Martinez. The County desires to use a portion of the Parking Lot to make additional parking available to County employees who work at CCRMC. Initially, the County anticipates needing to use the portion of the Parking Lot shown in Exhibit B and marked as "Area 1," and "Area 2" (together, the "**Initial Licensed Premises**"). If the County determines that it needs additional parking for employees who work at CCRMC, the scope of this Agreement will expand to include the portion of the Parking Lot shown in Exhibit B and marked as "Area 3" (the "**Expanded Licensed Premises**"), at no additional cost to the County, upon notice to the City by the County. Whether it is (i) the Initial Licensed Premises, or (ii) the Initial Licensed Premises and the Expanded Licensed Premises, the portion of the Parking Lot subject to this Agreement is the "**Licensed Premises**."
- C. In addition to paying a monthly license fee as consideration for this Agreement, the County will also reimburse the City \$45,000 (the "**Upfront Fee**") on a one-time basis for work performed to improve the Parking Lot, based on the City's promise to reimburse the County 1/12 of the Upfront Fee for each month that the Term, as defined below, is less than 24 months as a result of an election by the City to terminate this Agreement prior to the end of the Initial Term, as defined below.

Now for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. **Grant of License.** Subject to the terms and conditions of this Agreement, the City hereby grants to the County, a nonexclusive revocable license to enter the Licensed Premises for the purposes described in Section 2 below and for no other purpose without the City's prior written consent.

2. **Use of Premises.** The County may use the Licensed Premises for employee parking between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday throughout the Term.
3. **Term.** The “**Term**” of this Agreement is comprised of an Initial Term and, at County’s election, Renewal Terms, each as defined below.
 - a. **Initial Term.** The “**Initial Term**” of this Agreement is two years, beginning on the later to occur of (i) December 15, 2025, and (ii) the first business day that follows the County’s receipt of a notice from the City that the City has completed the Work, as defined in Section 4.a. below (the “**Commencement Date**”), and ending on the second anniversary of the Commencement Date.
 - b. **Renewal Terms.** The County has three options to renew this Agreement for a term of one year for each option (each, a “**Renewal Term**”), upon all the terms and conditions set forth in this Agreement.
 - c. **Termination/Revocation.** The City and the County each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 30 days’ advance written notice; provided, however, if the City terminates or revokes this Agreement prior to the end of the Initial Term, the City will reimburse to the County that portion of the Upfront Fee that is equal to result obtained by (i) dividing the Upfront Fee by 720 (i.e., 24 months with 30 days each), and (ii) multiplying the result by the number of days by which the Initial Term was truncated.
4. **Consideration.**
 - a. **Improvements; Upfront Fee.** If the City causes the Parking Lot to be improved with a new application of slurry and to be restriped (together, the “**Work**”), the County will reimburse the City \$45,000 on the later to occur of (i) 60 days after the County Board of Supervisors approves this Agreement, and (ii) 60 days after the County receives a notice from the City confirming that the Work is complete.
 - b. **License Fee.** Within 60 days after the Commencement Date and annually thereafter during the term of this Agreement, County shall pay an annual license fee to City in the amount of \$12,000.
5. **Improvements by County.**
 - a. The County may not construct any improvements on the Licensed Premises without the prior written consent of the City.
 - b. Upon the termination or expiration of this Agreement, any improvements to the Licensed Premises by the County (with or without the consent of the City) must be removed by the County, at its sole cost, except those improvements that the City and

the County agree are not required to be removed. County shall repair, at its sole cost, any damage caused by the removal of its improvements.

- c. If the County fails to remove any improvements it is required to remove, the City may remove them at the County's expense, and the County shall immediately reimburse the City upon the County's receipt of an invoice from the City.
6. **Maintenance.** The City shall maintain the Parking Lot and the lighting system in the Parking Lot in good order, condition, and repair.
7. **Signage.** The County is responsible for the cost and maintenance of any signage necessary for the County's use of the Licensed Premises. The County may post signage on the light poles as needed in support of this Agreement, for example, to indicate Area numbers and that the parking Areas referenced in Recital B are for County use Monday through Friday from 7:00am to 7:00pm.
8. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The City reserves the right to issue licenses, easements, and permits to others that could affect the Parking Lot or the Licensed Premises.
9. **Insurance.**
 - a. **Liability Insurance.** Throughout the term of this Agreement, the County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage. County shall provide City, prior to the start of each year, a letter of self-insurance affirming the existence of the aforementioned self-insurance program.
 - b. **Self-Insurance Exclusion.** The County's self-insurance does not provide coverage for (i) areas other than the Licensed Premises, or (ii) negligence, willful misconduct, or other intentional act, error or omission of the City, its officers, agents, or employees.
10. **Assignment.** The County may not assign its rights under this Agreement.
11. **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.

CITY:

City of Martinez
525 Henrietta Street
Martinez, CA 94553-2395

COUNTY: Contra Costa County
Public Works Department
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553

12. **Governing Law.** This Agreement is governed by the laws of the State of California.
13. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both parties.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY

CITY OF MARTINEZ

By _____
Warren Lai
Public Works Director

By _____
Name
Title

By _____
Name
Title

**RECOMMENDED TO THE BOARD
OF SUPERVISORS FOR APPROVAL:**

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Margaret J. Eychner
Senior Real Property Agent

**APPROVED AS TO FORM:
THOMAS L. GEIGER, COUNTY COUNSEL**

By: _____
Deputy County Counsel

ME:
\\pw-data\grpdata\realprop\License Agreements\City of Martinez\Marina Parking Lot - CCRMC Overflow Parking\LICENSE\Marina
Parking License Agmt - Final.docx
WLP558

Exhibit A



Exhibit B

