

LICENSE AGREEMENT

Monterey County Employee Parking

This License Agreement is made and entered into this 22nd day of June 2021, by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as “the City,” and Monterey County, a political subdivision of the State of California hereinafter referred to as “the County.” Each may individually be referred to herein as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, the City owns the parcel of real property located at 200 and 222 Lincoln Avenue in the city of Salinas (APN 002-246-014-000) which real property is improved with Salinas City Hall, Salinas City Council Rotunda, former Salinas Police Station, and a parking lot. The parking lot is physically located at the corner of Church and Howard Streets (“City Hall Parking Lot”); and

WHEREAS, the City maintains parking spaces on Lincoln Avenue that are available for use by the general public (“Lincoln Avenue Parking”); and

WHEREAS, the County currently has limited parking for its employees and desires to make additional parking available for its employees; and

WHEREAS, the County has initiated a process to provide surface parking on County property at the southwest corner of the intersection of Gabilan Street and Church Street; and

WHEREAS, the City has offered to make parking spaces available in the City Hall Parking Lot and at the Lincoln Avenue Parking for County employee parking for a limited period of time; and

WHEREAS, the City has determined that there is a sufficient number of parking spaces in the City Hall Parking Lot and at the Lincoln Avenue Parking to accommodate the County’s Gabilan/Church proposed surface parking spaces for its employees; and

WHEREAS, the City and the County are collaborating for the provision of temporary parking to serve the County Government Center, and for the potential development of a permanent parking structure on the County property at Church Street and Gabilan Street, as identified in the Downtown Vibrancy Plan and Downtown MOU (2016); and

WHEREAS, the County affirms that it will not pursue development of surface parking on the currently vacant County land at Church Street and Gabilan Street during the time the City and County are engaged in good faith discussions and collaboration on a permanent parking structure on the County property at Church Street and Gabilan Street provided that the City makes additional County employee parking available in the City Hall Parking Lot and at the Lincoln Avenue Parking;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. Grant of License. The City hereby grants to the County an exclusive, temporary, and revocable license to use the fifty-two (52) parking spaces in the City Hall Parking Lot and thirty-three (33) parking spaces located on the Lincoln Avenue Parking, all of which parking spaces are more particularly shown on the site plans labeled "Attachment A-1" and "Attachment A-2," attached hereto and incorporated herein by reference, in order to provide daily parking for County employees.

2. Purpose of License; Use of Licensed Property. The sole purpose of this License Agreement is to allow temporary access to and use of a portion of the City Hall Parking Lot and the Lincoln Avenue Parking by County employees during the regular work hours at the County Government Center which is located at 168 West Alisal Street. The access and use granted to the County hereunder shall be limited to the hours of 7:00 A.M. and 7:00 P.M. each day of the calendar year that the County Government Center is open for business. Neither the County, nor any of its officers, agents, representatives, guests, tenants, or licensees shall at any time suffer, permit, or allow any nuisance to be maintained upon any part of the City Hall Parking Lot or the Lincoln Avenue Parking, or make any changes or improvements to either without the prior written consent of the City.

3. Term. The term of this License Agreement shall be for two (2) years commencing on July 1, 2021, and ending on June 30, 2023, unless otherwise terminated sooner or unless extended pursuant to the terms of this License Agreement.

4. Termination. Either Party shall have the right to terminate this License Agreement for any reason, or for no reason, upon no less than sixty (60) days' prior written notice to the other Party.

5. Consideration. Consideration for this License Agreement shall be payment of a license fee in the amount of \$1.00 per parking space for the term of the License (\$85.00) payable within sixty (60) days of the execution of this agreement. Additional consideration shall be the County's full and timely compliance with all the covenants, terms, and conditions of this License Agreement.

6. Condition of the City Hall Parking Lot and the Lincoln Avenue Parking. The City Hall Parking Lot and the Lincoln Avenue Parking are licensed to the County on an "As-is" basis and the City has no obligation for repair, improvement, or alteration of either or any part thereof, before the commencement of the Term of this License Agreement.

7. Control of Property. Throughout the Term of this License Agreement, the City shall retain the physical control and shall retain the management of the operation of the City Hall Parking Lot and the Lincoln Avenue Parking, and the use thereof by the County and its employees shall be subject to the rules and regulations adopted by the City, as long as such rules and regulations are consistent with access and use contemplated by this agreement.

8. Structures. No structures or signs may be placed upon the City Hall Parking Lot or any improvement within City Hall Parking Lot, except as may otherwise be specifically authorized in writing by the City. Notwithstanding the foregoing, the County is authorized to undertake the placement of signage at the City Hall Parking Lot and Lincoln Avenue Parking indicating it is for County employee parking and the applicable hours for County employee parking.

9. Support Services; Maintenance. The City shall be responsible for the operation of the City Hall Parking Lot and the Lincoln Avenue Parking, including support services such as on-going maintenance, waste removal, garbage collection, general cleanup, landscaping, and restriping. If it chooses to provide security, the County shall at its sole cost and expense hire a security company that is properly licensed to patrol the City Hall Parking Lot during the hours set forth in Section 2 of this License Agreement. For purposes of this Agreement, the City has determined that the security to be provided pursuant to this section is not a “patrol service,” as that term is defined in Section 22-1 of the Salinas Municipal Code, that would provide a service usually and customarily performed by the Salinas Police Department.

10. Liens and Encumbrances. The County shall have no authority, express or implied, to create or to place a lien or an encumbrance of any kind upon any interest in the City Hall Parking Lot or the Lincoln Avenue Parking, including any mechanic, material, or laborer’s lien.

11. Laws and Ordinances. In the exercise of any privilege granted by this License Agreement the County and its employees shall comply with all applicable federal, state, and local laws, rules, and regulations.

12. Insurance. The County shall, at its own cost and expense, and throughout the Term of this License Agreement or any extension hereof, furnish and provide to the City public liability and property damage insurance, whether through one or more policies of self-insurance or through an insurance company authorized to transact such business in the State of California, protecting the City of Salinas and its officers, agents, and employees from any and all loss or damage arising out of the use or occupancy of the City Hall Parking Lot and the Lincoln Avenue Parking by the County and its employees and naming the same as additional insured by endorsement. The insurance required under this License Agreement shall be maintained in at least the following minimum limits:

Comprehensive General Liability:

General Aggregate--\$2,000,000

Combined Single Limit Per Occurrence--\$1,000,000

Property Damage--\$300,000

Workers' Compensation: Statutory

13. Indemnification. The County and City shall each indemnify, defend and hold harmless the other, its officers, employees, agents, and volunteers (the "Indemnification Obligation") from and against any and all liability, claims, suits, actions, damages, and causes of action ("Claims") arising out of any personal injury, bodily injury, loss of life, or damage ("Damages") due to the negligence of the indemnifying party, its officers, employees, agents or volunteers. The Indemnification Obligation shall also apply to Claims or Damages arising out of or due to a dangerous condition created by the indemnifying party, its officers, employees, agents or volunteers to the City Hall Parking Lot or Lincoln Avenue Parking, or arising out of or due to a violation of any relevant federal, state, or municipal law or ordinance in connection with the City's grant of this license and the County, or any of its officers, guests, invitees, licensees, agents, or representatives, use or occupancy of any part of the City Hall Parking Lot or the Lincoln Avenue Parking pursuant to this License Agreement. This indemnification and hold harmless clause shall apply whether or not the insurance required under this License Agreement shall have been determined to be applicable to any of such damages or claims for damages and shall survive the expiration or the earlier termination of this License Agreement.

14. Return of Property. The County shall surrender the City Hall Parking Lot and exclusive use of the Lincoln Avenue Parking at the end of the specified hours or use, or at the expiration or the termination of this License Agreement, in as good a condition, order, and repair as the same shall be on the commencement date of the term.

15. Assignment. The County shall not assign its rights under this License Agreement. Any attempt by the County to assign the rights and the obligations under this License Agreement shall automatically terminate this License Agreement. Other than the rights specifically granted under this License Agreement, the County hereby expressly waives any claim to or interest or estate of any kind or extent whatsoever in the City Hall Parking Lot or the Lincoln Avenue Parking arising out of this License Agreement or out of the County's use or occupancy of any portion of either for employee parking, whether now existing or arising at a future date.

16. Notices and Notifications. Any notices under this License Agreement shall be sent to the Parties by personal delivery, electronic mail, or by certified mail return receipt requested, postage prepared in the United States Postal Service at the addresses set forth below:

City of Salinas

Public Works Director
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

County of Monterey

Director of Facilities
County of Monterey
Shilling Place
Salinas, CA

With a Copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

CAO & County Counsel
County of Monterey
168 West Alisal Street, 3rd Floor
Salinas, California 93901

17. Modification. No amendments to or changes to this License Agreement may be made, except by a writing expressly authorized by the City and by the County.

18. No Reliance on Representations. Each Party hereby represents and warrants that it is not relying upon and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or its duties under this License Agreement.

19. Warrant of Authority. Each Party represents and warrants that it has the right, power, and authority to enter into this License Agreement. Each Party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this License Agreement for it, to enter into this License Agreement.

20. Severability. If any part of this License Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the License Agreement shall continue to be in full force and effect.

21. Further Assurances. Each Party agrees to do such further actions and things and to execute and to deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm the agreements contained herein the manner contemplated hereby.

22. Counterparts. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

23. Integration and Agreement. This License Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein.

24. Rights and Obligations Under Agreement. By entering into this License Agreement, the Parties do not intend to create any obligations, express or implied, other than those set out herein; further, this License Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Salinas and the County of Monterey have entered into this License Agreement as of the date first written above.

CITY OF SALINAS

COUNTY OF MONTEREY

Steve Carrigan, City Manager

Charles J. McKee, CAO

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Leslie J. Girard, County Counsel

ATTEST:

Valerie Ralph, Clerk of the Board

Patricia M. Barajas, City Clerk

by _____
Deputy