

LICENSE AGREEMENT

Train Station Parking Lot; Monterey County Employee Parking

This License Agreement is made and entered into this 29th day of December 2025, 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 several parcels of real property located at 20 West Market Street, in the City of Salinas (APN 002-172-011), which real property is improved with a Train Station Parking Lot (“Train Station Parking Lot”); and

WHEREAS, the County is undertaking a large solar project at their main government center at 168 W. Alisal Street in the City of Salinas, which will require the closure of the employee Parking Lot; and

WHEREAS, the County has requested that the City make 120 parking spaces available in Train Station Parking Lot for employee parking from December 29th, 2025 through March 31st, 2026; and

WHEREAS, the City has determined that there is a sufficient number of parking spaces in Train Station Parking Lot to meet the City’s needs and to accommodate the County’s need for parking spaces for employees.

NOW, THEREFORE, in mutual consideration of the covenants, terms, and conditions set forth in this License Agreement, the Parties agree as follows:

TERMS

1. Grant of License. The City hereby grants to the County a non-exclusive, temporary, and revocable license to use up to one hundred and twenty (120) spaces in Train Station Parking Lot, which is more particularly shown on the site plan labeled “Train Station Parking Lot,” attached hereto as Attachment A and incorporated herein by reference, in order to provide daily parking for 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 Train Station Parking Lot by employees during their construction for a solar project located at 168 W. Alisal St. The access and use granted to the County hereunder shall be limited to the hours of 7:00 A.M. and 6:00 P.M. each Monday through Friday. Train Station Parking Lot shall remain fully available for public use at all times. 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 Train Station Parking Lot or make any changes or improvements to Train Station Parking Lot without the prior written consent of the City.

3. Term. The term of this License Agreement shall be for a period of three and a half (3) months, commencing on December 29th, 2025, and ending on March 31st, 2026, unless otherwise terminated sooner or unless extended pursuant to the term of this License Agreement. The City Manager shall have the authority to terminate this License prior to the end of the Term or to extend the Term beyond March 31st, 2026 as may be appropriate to implement the intent 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 \$30.00 per parking space per month (\$3,600 per month) 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 Train Station Parking Lot. Train Station Parking Lot is licensed to the County on an "As-is" basis and the City has no obligation for maintenance, repair, improvement, or alteration of the Train Station Parking Lot or any part thereof, either before or during 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 Train Station Parking Lot and the use of the Train Station Parking Lot by the County shall be subject to the rules and regulations adopted by the City and applicable to Train Station Parking Lot.

8. Structures. No structures or signs may be placed upon Train Station Parking Lot or any improvement within Train Station Parking Lot, except as may otherwise be specifically authorized in writing by the City. The County may install temporary signs within the Train Station Parking Lot identifying those parking spaces designated for "County Employee Parking Only." Any such temporary signs must be removed by the County upon the expiration of this License Agreement. The City's grant of a license shall not otherwise exempt the County from having to obtain other approvals or permits including, but not limited to, City Planning Division and Fire Department approvals, necessary for the provision of daily parking for the employees in Train Station Parking Lot.

9. 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 Train Station Parking Lot, including any mechanic, material, or laborer's lien.

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

11. 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 Train Station Parking Lot by the County 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

12. Indemnification. The County shall indemnify, defend, and hold the City and its officers, employees, agents, and volunteers, harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any person injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state, or municipal law or ordinance, or other cause in connection with the City's grant of this license and the County and any of its officers, guests, invitees, licensees, agents, or representatives (including, but not limited to the jurors) use or occupancy of any part of Train Station Parking Lot pursuant to such license. 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.

13. Return of Property. The County shall surrender Train Station Parking Lot 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.

14. 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 Train Station Parking Lot arising out of this License Agreement or out of the County's use or occupancy of any portion of Train Station Parking Lot for employee parking, whether now existing or arising at a future date.

15. 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

Assistant City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

County of Monterey

Deborah Paolinelli, Assistant CAO
County of Monterey
168 W. Alisal Street, 3rd Floor
Salinas, California 93901

With a Copy to:

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

Michael Whilden, Deputy County Counsel
Office of the County Counsel
168 W. Alisal Street, 3rd Floor
Salinas, California 93901

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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/

22. 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.

23. 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

Rene Mendez, City Manager

APPROVED AS TO FORM:

Christopher A. Callihan
City Attorney

County Counsel

ATTACHMENT A

