

LICENSE AGREEMENT

20-26 Station Place; Monterey County Juror Parking

This License Agreement is made and entered into this 26th day of February 2013, 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 be individually referred to herein as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, the City owns the real property located at 12 West Market Street and 20-26 Station Place in the city of Salinas, County of Monterey (APNs 002-172-012 and 002-171-035, respectively), which real property is improved with a parking lot (the “Parking Lot”); and

WHEREAS, the County is obligated to make available parking for persons responding to juror summons or serving as jurors in the Superior Court located at 240 Church Street in the city of Salinas (the “Jurors”); and

WHEREAS, the County desires to obtain temporary, revocable rights to the Parking Lot in order that it may be made available for daily use by the Jurors; and

WHEREAS, the Parties desire to clarify the rights and the obligations of the Parties regarding the Parking Lot.

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 the Parking Lot, which is more particularly shown on the site plan (labeled “Transit Center Parking”) attached hereto as Attachment A and incorporated herein by reference, in order to provide daily parking for the Jurors.

2. Purpose of License; Use of Licensed Property. The sole purpose of this License Agreement is to allow temporary access to and use of the Parking Lot by the Jurors during their service as a juror at the Superior Court located at 240 Church Street. 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 day of the calendar year that the Superior Court located at 240 Church Street is open for business. The Parking Lot shall also 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 the Parking Lot or make any changes or improvements to the Parking Lot that impede, modify or limit the property’s use as a public parking lot.

3. Term. The term of this License Agreement shall be for a period of two (2) years, commencing on February 26, 2013 and ending on February 25, 2015, unless otherwise terminated sooner pursuant to the terms of this License Agreement. The City Manager shall have the authority, at his discretion, to extend the Term beyond two (2) years, as may be appropriate for the continued use of the Parking Lot as set out herein and to take whatever action 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 the License Agreement is the County's full and timely compliance with all the covenants, terms, and conditions of this License Agreement. Consistent with those provisions described in Section 9, the City agrees to provide maintenance and pay the utility costs and the County will provide security services.

6. Condition of Parking Lot. The Parking Lot is licensed to the County on an "As-Is, Where-Is" basis and the City has no obligation for maintenance, repair, improvement or alteration of the 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 and the operation of the Parking Lot and the use of the Parking Lot by the County shall be subject to the rules and regulations adopted by the City and applicable to the Parking Lot. The County shall have the non-exclusive right to use the Parking Lot only during the hours specified herein for use as juror parking and shall be fully responsible for the repair of any damage to the Parking Lot caused by it or any of its officers, guests, invitees, licensees, agents or representatives and shall be fully responsible for any and all loss, injury or damage sustained by any of its officers, guests, invitees, licensees, agents or representatives which arise from such persons' use of the Parking Lot pursuant to this Agreement.

8. Structures. No structures or signs may be placed upon the Parking Lot or any improvement located within the Parking Lot, except as may otherwise be specifically authorized in writing by the City. 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 Jurors in the Parking Lot.

9. Support Services; Maintenance. The City shall be responsible for the operation of the Parking Lot, including support services such as on-going maintenance, waste removal, garbage collection, general cleanup, sanitation facilities, landscaping, restriping, etc. The County shall at its sole expense, hire a security company that is properly licensed and pre-approved by the Salinas Police Department, to patrol the Parking Lot during the hours set forth in Section 2 of this Agreement.

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 Parking Lot, including any mechanic, material or laborer’s liens.

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

12. Insurance. The County shall, at its own cost and expense, throughout the term of this License Agreement or any extension hereof, furnish and provide to the City public liability and property damage insurance issued by an insurance company authorized to transact such business in the State of California, protecting the City of Salinas, its officers, agents and employees, from any and all loss or damage arising out of the use or occupancy of said premises by 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 and may be met by one or more policies of self-insurance:

Comprehensive General Liability	
General Aggregate	\$2,000,000
Combined Single Limit per Occurrence	\$1,000,000
Property Damage	\$300,000
Workers' Compensation	Statutory

Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

The City shall, at its own cost and expense, throughout the term of this License Agreement or an extension hereof, furnish and provide to the County public liability and property damage insurance, on the same terms and conditions required of the County in this section 12. City’s insurance may be met by one or more policies and/or the City’s self insurance program.

13. Indemnification. The County shall indemnify, defend, and hold the City and its officers, employees, volunteers, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal 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 arising directly or indirectly from the negligent or intentional acts or omissions of the Jurors’ use or occupancy of any part of the Parking Lot pursuant to such license, or from the negligent acts or omissions of and the County and any of its officers, guests, invitees, licensees, agents or representatives.

The City shall indemnify, hold harmless, and defend and hold the County, and its officers, employees, volunteers, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal 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 arising directly or indirectly from the negligent or intentional acts or omissions of the general public's use or occupancy, excluding jurors, employees or contractors who occupy the premise for the purpose of conducting County business of any part of the Parking Lot pursuant to such license or from the negligent acts or omissions of the City and any of its officers, guests, invitees, licensees, agents or representatives in the performance of this Agreement. This indemnification and hold harmless clause shall apply whether or not such insurance policies 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.

In the event of concurrent negligence on the part of the City and the County, or any of their officers, officials, employees, agents, invitees or volunteers, the liability for any and all such claims, demands and actions in law and equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California theory of comparative liability as presently established or as hereafter modified.

County and City maintain insurance policies or self insurance programs to fund their respective liabilities. The parties agree that such respective self insurance programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation, subject to conditions, terms, coverage and exclusions of excess insurance, as to the other party and each of its officers, officials, employees, agents, invitees or volunteers.

14. Return of Property. The County shall surrender the Parking Lot at the end of the specified hours of use, or at 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 the 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 Parking Lot arising out of this License Agreement or out of the County's use or occupancy of any portion of the Parking Lot, whether now existing or arising at any future date.

16. Destruction/Condemnation of Property. In the event the Parking Lot is partially or totally destroyed or condemned, this License Agreement shall automatically terminate.

17. Binding on Successors. The covenants, terms, and conditions contained herein shall apply to and shall bind the heirs, successors, and assigns of all parties hereto.

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

City of Salinas

City of Salinas
Public Works Department
Attn: Property Manager
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
200 Lincoln Avenue
Salinas, California 93901

County of Monterey
Resource Management Agency
168 West Alisal Street, 2nd Floor
Salinas, CA 93901 93901

19. Default by the County. If the County defaults under this License Agreement, the City shall give the County written notice requiring that the default be remedied by the County. If the default is not cured within the time set forth by the City (which shall be a reasonable time for curing the default and in no event shall be less than thirty (30) days), the City, at its option, may take any action to cure such default or may terminate this License Agreement.

20. Default by City. If the City defaults under this License Agreement, the County shall give the City written notice requiring that the default be remedied by the City. If the default is not cured within the time set forth by the County (which shall be a reasonable time for curing the default and in no event shall be less than thirty (30) days), the County may take any action to cure such default.

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

22. No Reliance on Representations. Each party hereby represents and warrants that it is not relying upon, and had 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.

23. 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.

24. 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.

25. Further Assurances. Each party agrees to do such further acts 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 in the manner contemplated hereby.

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

27. Integration and Agreement. This License Agreement represents the entire understanding of the City and the County 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.

28. 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 Agreement shall not create any rights in any party not a signatory hereto.

29. Attorney's Fees. In case suit shall be brought to interpret or to enforce this License Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

30. Jurisdiction. This License Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this License Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court.

31. No Partnership or Joint Venture. The provisions of this License Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or similar relationship between the parties.

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

CITY OF SALINAS

Ray E. Corpuz, Jr., City Manager

APPROVED AS TO FORM:

Vanessa W. Vallarta, City Attorney
By
Christopher A. Callihan, Assistant City Attorney

COUNTY OF MONTEREY

Benny J. Young, P. E.
Resource Management Agency Director

APPROVED AS TO FORM:

Charles J. McKee
County Counsel

Deputy County Counsel

Attachment A

Transit Center Parking, APN 002-171-075



APN 020-172-012



APN 002-171-075

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That certain real property, situate in the City of Salinas, Monterey County, California being a portion of that certain 25.67 acre tract of land described in deed from Eugene Sherwood, et al, to the Southern Pacific Railroad Company dated October 9, 1872, and recorded in Vol. M of Deeds at page 34, records of said County, and all of that certain tract of land described in deed from A.W. Branch to Southern Pacific Railroad Company dated August 31, 1872 and recorded in Vol. L of Deeds at page 439, records of said county, described as follows:

Beginning at a 1" diameter iron pipe at the intersection of the easterly line of Palmetto Street, as shown on Map of Salinas City, filed in Vol. 1 of Cities and Towns at page 36, records of said county, with the southerly boundary of said 25.67 acre tract of land and running thence along said southerly boundary,

- 1) N 65° 36' W, 37.50 feet to intersection with the centerline of said Palmetto Street, thence leave said southerly boundary and along the extension northerly of said centerline,
- 2) N 24° 23' 38" E, 113.47 feet; thence leave said centerline extension,
- 3) N 65° 36' W, 37.50 feet; thence
- 4) N 24° 23' 38" E, 53.14 feet to a 1" diameter iron pipe; thence along a line parallel to and 25 feet southerly from, measured at a right angle, the main line of the Southern Pacific Railroad Company track,
- 5) S 66° 30' 04" E, 928.84 feet to the intersection with the westerly line of North Main Street, a City street; thence leave said parallel line and along the line of said North Main Street,
- 6) S 24° 22' 41" W, 25.00 feet to a 1" diameter iron pipe at the intersection of said street line with the northerly line of that certain tract of land described in Final Judgment of Condemnation, City of Salinas vs. Southern Pacific Transportation Company, dated October 16, 1975 and recorded in Reel 1009, Page 241, Official Records of said county; thence leave said street line and along said line of condemnation,
- 7) N 66° 30' 04" W, 30.00 feet to a 1" diameter iron pipe; thence continuing along said condemnation line, to and along the easterly line of Parcel A, as shown on map filed in Vol. 14 of Parcel maps at page 84, records of said county,
- 8) S 27° 31' 00" W, 250.77 feet to a 3/4" diameter iron pipe, LS 3509; thence continuing along said parcel boundary,
- 9) N 65° 40' 09" W, 105.03 feet; thence
- 10) N 9° 50' 45" W, 116.16 feet to a 1" diameter steel bar at the most westerly corner of said Parcel A, in the southerly boundary of said 25.67 acre tract of land; thence along said southerly boundary,
- 11) N 65° 37' 57" W, 137.69 feet to a 2" diameter iron pipe in the easterly line of Station Place (shown as Natividad Street of said Map of Salinas City); thence continuing along said southerly boundary,
- 12) N 65° 41' 51" W, 100.00 feet to the westerly line of said Station Place; thence continuing along said southerly boundary,
- 13) N 65° 36' W, 402.01 feet to intersection with said easterly line of Palmetto Street thence along said street line,
- 14) S 24° 23' 38" W, 1.00 feet to the point of beginning.

APN 020-172-012

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

That portion of the Bremen Park Block (Now known as Block 23 1/2) as per map of Salinas City by Sherwood and Hellman, recorded November 7, 1868 in Volume 1, Maps of "Cities and Towns", at Page 36, Records of Monterey County, California, described as follows:

Beginning at a point in the northerly line of Market Street (formerly called Castroville Street) at the southwest corner of that certain lot of Parcel of land fronting on Market Street and conveyed in the Deed to D. Franci, et ux., recorded September 8, 1917, in Volume 151, Page 305, of Deeds, Records of Monterey County, said point of beginning being also the southerly common corner of Lots 3 and 4 of said Bremen Park Block; thence along the northerly line of Market Street,

(1) N. 65° 28 1/2' W., 49.44 feet to the most southerly corner of that certain parcel of land conveyed in the Deed to H. Figur, recorded October 30, 1929 in Volume 214, Page 59, Official Records of Monterey County; thence along the southeasterly line of said property so conveyed to H. Figur and along the center line of a brick wall,

(2) N. 24° 14' E., 40 feet to a steel bar 1" in diameter x 30 inches long, drive at the northerly end in the center line of a brick wall, of width 12 1/2 to 13 inches; thence along the northerly side of a brick building,

(3) N. 65° 28 1/2' W., 0.56 feet, (6-3/4 inches) to a steel bar 1"; in diameter X 30 inches long standing at the northerly side wall of said Brick Building; thence,

(4) N. 25° 25 1/2'; N., 124.9 feet to a steel bar 1" in diameter X 30 inches long on the southerly side of an alley 15 feet wide; thence along said southerly line of said alley,

(5) S. 65° 28 1/2' E., 51.52 feet to a one inch steel bar, 30 inches long top flush with the ground, standing in fence along said westerly line of extension of Main Street,

(6) S. 9° 42 1/2' E., 63.16 feet to a one inches steel bar, 30 inches long top flush with concrete sidewalk; thence along line of said lot conveyed to D. Franci, et ux., with the following two courses and distances,

(7) N. 65° 45 1/2' W., 37.52 feet to a one inch steel bar, 30 inches long, top flush with the ground, at northwesterly corner of said lot conveyed to D. Franci, et ux.; thence along west face of Brick Building,

(8) S. 24° 11 1/2' W., 112.60 feet, (at 74.0 feet the northerly common corner of lots 3 and 4, along line between lots 3 and 4), to the point of beginning.

PARCEL II:

Beginning at a point on the westerly side of Main Street, in Salinas City, 79 feet northerly from the northwest corner of the intersection of Main and Market Streets, thence parallel with Market Street,

(1) North 65° 17' West, 21.9 feet to the line between lots 2 and 3 in what is known as Bremen Park Block as per map hereinafter referred to; thence along the line between said lots 2 and 3,

(2) South 24° 43' West, 63 feet to the north line of Market Street; thence along the north line of Market street,

(3) North 65° 17' West, 50 feet to the corner of lots 3 and 4; thence at right angles,

(4) North 24° 43' East, 112.6 feet to a 1" iron pipe 36 inches long driven in the ground; thence

(5) South 65° 17' East, 37 feet to the westerly line of Main Street; thence along the west side of Main Street,

(6) South 9° 30' East, 58.25 feet to the point of beginning, being Lot three (3) and portion of the background and land in rear of said lot 3, and portion of the background and land in rear of lot two (2) extending northerly to the extension of Main Street and to within 15 feet of the southern Pacific Railroad Depot Ground, in what is shown and known as Bremen Park Block on Sherwood and Hellman's Map of Salinas City filed November 7, 1868, in the Office of the County Recorder of Monterey County, in Volume 1, Maps of "Cities and Towns", at page 36.

Except therefrom that portion deeded to the City of Salinas, by Deed recorded September 2, 1965 in Reel 422, page 984 Official Records of Monterey County.

Parcels I and II above described are also shown as "Parcel 1" on the Record of Survey filed December 17, 1993, Volume 18, Surveys, Page 86, Official Records.

APN: 002-172-012