

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF LICENSE)
AGREEMENT FOR SPACE AT) Resolution No. 2018-0592
300 E. OLIVE STREET, PORTERVILLE, CA) Agreement No. 28738

UPON MOTION OF SUPERVISOR SHUKLIAN, SECONDED BY SUPERVISOR ENNIS, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD JULY 17, 2018, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS CROCKER, VANDER POEL, SHUKLIAN, WORTHLEY,
AND ENNIS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: Mary Rehillo
Deputy Clerk

1. Approved a License Agreement for space located at 300 E. Olive St., Rooms 311-A, 311-B, and 322, Porterville, CA with Judicial Council of California retroactive to April 1, 2018. This License Agreement is retroactive due to the time needed to complete the License negotiations.
2. Found that the Board had the authority to enter into the proposed agreement as of April 1, 2018, and that it is in the County's best interest to enter into the agreement on that date.
3. Authorized the Chairman to sign the License Agreement.



**GENERAL SERVICES AGENCY
PROPERTY MANAGEMENT
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
J. STEVEN WORTHLEY
District Four
MIKE ENNIS
District Five

AGENDA DATE: July 17, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Maria Benavides PHONE: 559-624-7223				

SUBJECT: License Agreement for Space at 300 E. Olive Street, Porterville, CA

- REQUEST(S):**
That the Board of Supervisors:
1. Approve a License Agreement for space located at 300 E. Olive St., Rooms 311-A, 311-B, and 322, Porterville, CA with Judicial Council of California retroactive to April 1, 2018. This License Agreement is retroactive due to the time needed to complete the License negotiations.
 2. Find that the Board has the authority to enter into the proposed agreement as of April 1, 2018, and that it is in the County's best interest to enter into the agreement on that date.
 3. Authorize the Chairman to sign the License Agreement.

SUMMARY:
The County desires to enter into an Agreement with the Judicial Council of California to obtain rights to access and use a portion of the property located at 300 E. Olive St. in Porterville, commonly known as the South County Justice Center, for the purpose of maintaining and operating office space to accommodate County-provided services in connection with the Court's operations. Services include, without limitation, County Counsel, Child Welfare Services, Conflict Counsel, and other purposes related thereto.

The proposed space consists of approximately 390 net usable square feet of the third floor of the building, which is comprised of Room 311-A, Room 311-B, and Room 322, shown on Exhibit A of the Agreement. The term shall commence on April 1, 2018 and shall continue until terminated by either party, as provided in the

SUBJECT: License Agreement for Space at 300 E. Olive Street, Porterville, CA
DATE: July 17, 2018

termination provision listed in the License.

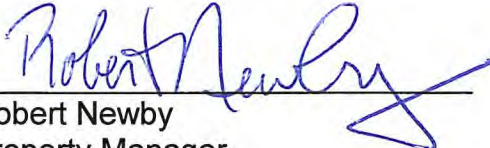
FISCAL IMPACT/FINANCING:

Consideration for the License is the County's full and timely compliance with the terms, conditions, and restrictions set forth in the Agreement. There is no Net Cost to County.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Approval of the license agreement aligns with the County's Strategic initiatives of organization performance and safety and security by providing adequate facilities for changing service demands.

ADMINISTRATIVE SIGN-OFF:



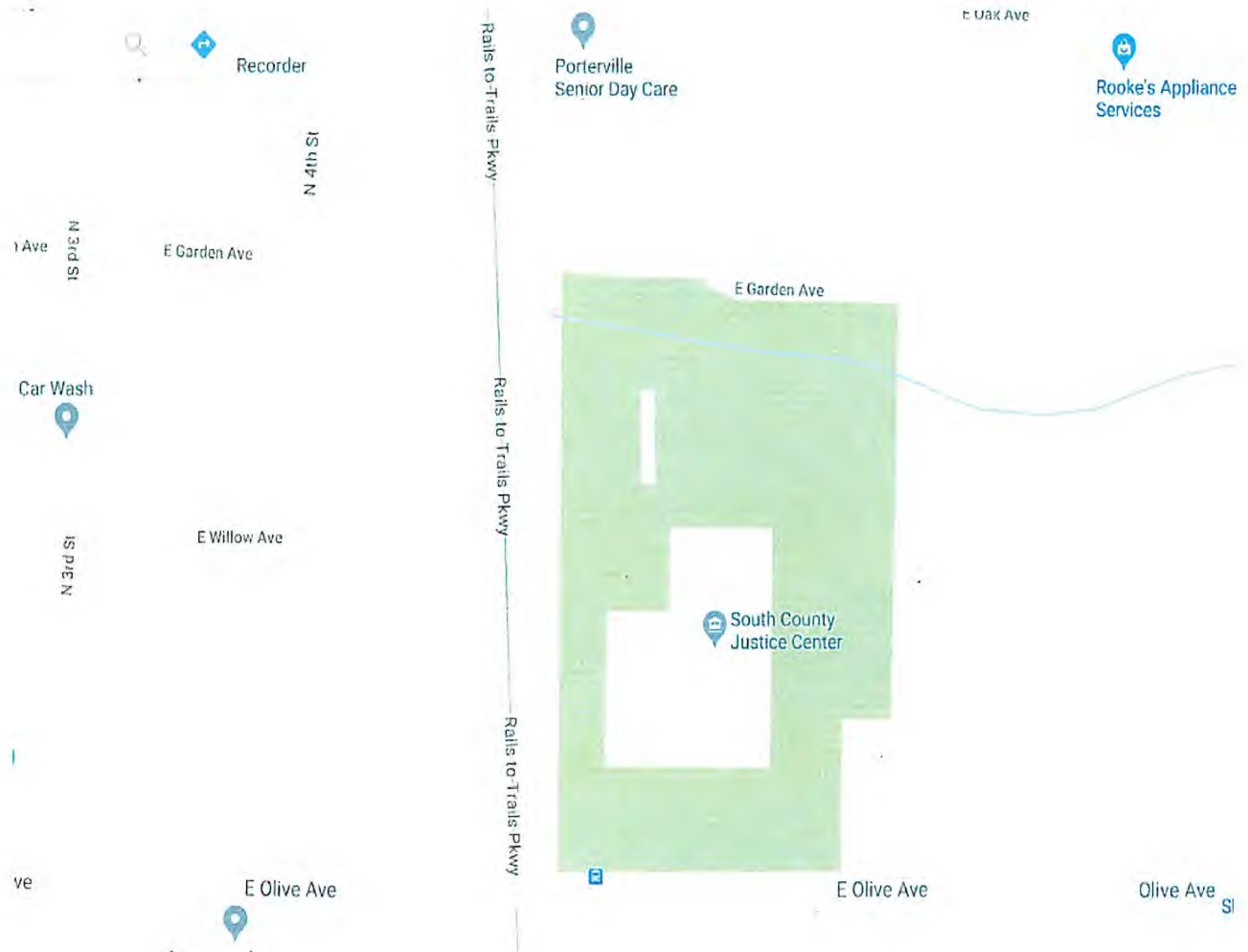
Robert Newby
Property Manager

cc: County Administrative Office

Attachment(s)
A - Exhibit 1 - Vicinity Map
B - License Agreement

EXHIBIT 1

300 E Olive Street, Porterville



Facility No: 54-I1
Facility Name: South County Justice Center
Facility Address: 300 East Olive Street, Porterville, California



**Judicial Council of California
Facilities Services
455 Golden Gate Avenue, San Francisco, CA 94102**

REVOCABLE, EXCLUSIVE LICENSE FOR THE USE OF REAL PROPERTY

This Revocable, Exclusive License for the Use of Real Property (“**License**”) is made and entered into as of _____, 2018 (“**Effective Date**”), by and between the Judicial Council of California (the “**Judicial Council**” or “**Licensor**”) and County of Tulare, a political subdivision of the State of California (“**Licensee**”). In this License, the Judicial Council and Licensee are sometimes individually referred to as a “**Party**” and together referred to as the “**Parties**.”

RECITALS

A. The State of California, acting by and through the Judicial Council, is record owner of that certain parcel of property located at 300 East Olive Street in the City of Porterville, County of Tulare, State of California (the “**Land**”), and the building located thereon commonly known as South County Justice Center (Judicial Council #54-I1) (the “**Building**”). The Land and Building together may be collectively referred to as the “**Property**.”

B. The Property is occupied and used by the Superior Court of California, County of Tulare (the “**Court**”), and managed by the Judicial Council.

C. The Licensee desires to obtain from the Judicial Council, and the Judicial Council desires to grant to Licensee, rights to access and use the portion of the Property set forth herein (“**Premises**”) for the purpose of maintaining and operating office space to accommodate County-provided services in connection with the Court’s operations, including without limitation staff of County Counsel, Child Welfare Services, and Conflict Counsel, pursuant to the terms of this License.

D. The Judicial Council is financing the construction of the Building through issuance of State Public Works Board (the “**SPWB**”) lease revenue bonds (the “**Bonds**”), which are in part secured by site and facility leases between the Judicial Council and SPWB

4. Commencement Date. This License shall commence on April 1, 2018 (“**Commencement Date**”), and shall continue until it is terminated as provided in the Termination provision herein.

5. Termination. From and after the Commencement Date, each Party shall have the right and option to terminate this License, with or without cause, at any time by giving 30 days’ prior written notice of the termination of this License to the other Party. In addition to the foregoing, (a) the Judicial Council shall have the right to terminate this License immediately in the event of an emergency that results in damage to, loss of, or an unsafe condition of the Premises or the Property, as determined in the Judicial Council’s sole discretion, and (b) this License shall immediately and automatically terminate upon: (i) the sale or other conveyance of the Property to a party other than the State of California; or (ii) relocation of the operations of the Court at the Property to an alternate location.

6. Purpose of License. The purpose of this License is to allow the Licensee to enter, occupy, and use the Premises for the sole purpose of maintaining and operating office space to accommodate County-provided services in connection with the Court’s operations, including without limitation staff of County Counsel, Child Welfare Services, and Conflict Counsel, and other purposes related thereto, and for no other purpose whatsoever, between the normal Court hours of 7:30 a.m. and 5:00 p.m., on every other Monday of the month and every Thursday of the month (except for Court holidays and furloughs) subject to the terms, conditions, and restrictions set forth in this License. This License is personal to Licensee and does not grant the Licensee any ownership, leasehold, easement, or other real property interest or estate in the Premises or the Property. In no event shall the Licensee represent itself or its operations in the Premises as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Judicial Council, Court, or any of their respective programs or operations.

7. Consideration. Consideration for this License is the Licensee’s full and timely compliance with the terms, conditions, and restrictions set forth in this License.

8. Conditions.

a. *Compliance.* Any use made of the Premises and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Judicial Council. Licensee’s use of the Premises shall at all times be subject and subordinate to those necessary uses of the Court including, without limitation, reasonably accessing the Premises for security or maintenance purposes. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court.

b. *Improvements.* The Licensee will not make any improvements or alterations of any kind to the Premises or the Property, including the placement or construction on, over, or under any part of the Property of any permanent structure, fixture,

times maintain the Premises in a clean, sanitary, and orderly condition satisfactory to the Judicial Council.

f. *Security/Access.* The Licensee will at all times comply with all security access and screening requirements in effect at the Property. The Licensee will have no access to any area within the Property that either is connected to or contains confidential records or information including, but not limited to, Court files, the California Law Enforcement Telecommunications System, the Criminal Offender Records Information, or the Department of Motor Vehicles computer database.

g. *Insurance.* The Licensee will, at all times during the period of Licensee's occupancy of the Premises, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in **Exhibit "B,"** which is attached to and made a part of this License.

h. *Damage.* Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Judicial Council, or the Court, is responsible in the exercise of the privilege granted by this License without the prior written consent of the Judicial Council and the express agreement of the Licensee to promptly replace, return, repair, and restore the Property or any such personal property to a condition satisfactory to the Judicial Council.

i. *Indemnification.* The Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council, the Court, and their respective judicial officers, employees, and agents, from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation, damages related to decreases in the value of the Property and claims for damages or decreases in the value of any adjoining property ("**Indemnified Loss**"). Indemnified Loss will include, without limitation, court costs, penalties, fines, liens, judgments, consultants' fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Judicial Council, and/or the Court, directly or indirectly arising from or related to the exercise by the Licensee, its officers, employees, agents, or invitees, of the privilege granted by this License, its or their use of the Premises or the Property, or any other act or omission of the Licensee, including from any failure by Licensee to comply with the terms of this License. The Licensee's obligation to defend will commence immediately upon the assertion of any claim or demand for an Indemnified Loss by or against the Judicial Council or the Court that is tendered to Licensee, and shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Judicial Council, or the Court, or their respective officers, employees,

by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the Judicial Council: Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-4044

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-4048

In addition, all notices by the Licensee relating to termination of this License or an alleged breach or default by the Judicial Council of this License must also be sent to:

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
Voice: 415-865-7989

If to the Licensee: County of Tulare
Attention: Michael C. Spata
2880 W. Burrel Avenue
Visalia, CA 93291
Voice: 559.636.5005
E-mail: MSpata@co.tulare.ca.us

9. Rules of Conduct on the Property.

a. *No Disturbances.* The Licensee, its employees, and invitees shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Property, including without limitation entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance of their duties, or (ii) members of the public in transacting

d. *License Temporary in Nature.* The Licensee agrees that the rights herein are of a temporary, exclusive, non-possessory nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will the Licensee have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.

e. *Relationship of the Parties.* The Licensee and the Judicial Council hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between Licensee and any of the State, the Judicial Council, or the Court. Neither Licensee nor the Judicial Council, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

f. *Certification of Authority to Execute this License.* The Licensee and the Judicial Council each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License and all exhibits attached hereto.

g. *No Relocation Assistance.* The Licensee acknowledges that upon any termination of this License, Licensee is not entitled to any relocation payment or advisory assistance of any type from the State of California, the Judicial Council, or the Court.

h. *Possessory Interest.* Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that the Licensee may be subject to the payment of property taxes levied on such interest.

i. *Severability.* If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants, and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the Licensee and the Judicial Council that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

ACCEPTED AND AGREED TO:


LICENSEE:

**COUNTY OF TULARE, a political
subdivision of the State of California**

By: _____
Name: J. Steve Worthley
Title: Chair, Board of Supervisors
Date: _____
Tax ID #: _____

LICENSOR:

JUDICIAL COUNCIL OF CALIFORNIA

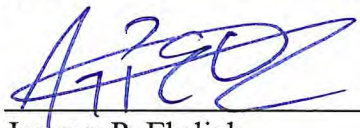
By:  _____
Name: Stephen Saddler
Title: Manager, Contracts
Date: 5/24/18

CONSENT:

STATE PUBLIC WORKS BOARD

By: _____
Name: Andrea Scharffer
Title: Deputy Director
Date: _____

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

By:  _____
Name: Jeremy P. Ehrlich
Title: Attorney
Date: May 24 2018

APPROVED AS TO FORM:
COUNTY COUNSEL

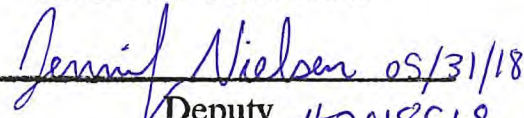
By:  _____ 05/31/18
Deputy #2018568

EXHIBIT "B"

INSURANCE REQUIREMENTS

1. General Requirements.

a. During the period of time the Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated "A-VII" or higher by A.M. Best's key rating guide, and are approved to do business in the State of California.

b. Before commencement of its use, Licensee will provide the Judicial Council with certificates of insurance, on forms acceptable to the Judicial Council, as evidence that all required insurance is in full force and effect. The certificates of insurance must clearly indicate the following:

i. That the State of California ("**State**"), Judicial Council of California ("**Judicial Council**"), Superior Court of California, County of Tulare ("**Court**"), and the State Public Works Board (the "**SPWB**"), including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; but only with respect to liability assumed by Licensee under the terms of this Agreement;

ii. That the insurance policy being referenced will not be materially changed or cancelled without prior written notice to the Judicial Council;

iii. That the insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State, Judicial Council, Court, or SPWB, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any; and

iv. That the Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, SPWB, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Premises or Property.