

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

pertaining to the Property (the “**Bond Documents**”). This License is subordinate to the Bond Documents including, but not limited to, that certain Site Lease (the “**Site Lease**”), that certain Facility Lease (the “**Facility Lease**”), both dated as of November 1, 2011, entered into by and between the SPWB and the Judicial Council, and any and all amendments, extensions, renewals, modifications, refinances, and replacements of the Site Lease and Facility Lease. The Site Lease was recorded in the Official Records of Tulare County on November 17, 2011, as Document No. 2011-0072132, and the Facility Lease was recorded in the Official Records of Tulare County on November 17, 2011, as Document No. 2011-0072133. Copies of the Bond Documents are available upon request. The SPWB is not a party to this License; however, Licensee acknowledges that the SPWB shall enjoy the same protections and rights enjoyed by, but not the responsibilities, obligations, or liabilities of, the Judicial Council under this License.

E. As a condition to issuing the Bonds, the SPWB required, among other things, that the Judicial Council and SPWB’s quiet enjoyment and beneficial use of the Building not be materially impaired at any time during the term of the Bond Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing provisions of the Recitals are true and correct and are incorporated into this License by this reference.

2. Grant of License.

a. *Grant of Rights*. The Judicial Council hereby grants to the Licensee and its agents, employees, and invitees a revocable License to enter and use the Premises for the purposes, and at the times, set forth herein this License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Property and the Premises, whether or not of record.

b. *Consent of SPWB*. The grant of rights to Licensee in this License is conditioned upon the written consent of the SPWB to this License, and without this consent, as evidenced by SPWB’s signature below, this License is null and void.

3. Description of Premises Licensed. The Premises consist of approximately 390 net usable square feet on the third floor of the Building, which is comprised of Room 311-A, Room 311-B, and Room 322, as shown on **Exhibit “A”** attached hereto.

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,

or installation of any kind, size, or character whatsoever, without the prior written approval of the Judicial Council, which approval will be given or withheld in the sole discretion of the Judicial Council. Licensee shall make any improvements or alterations to the Premises that are approved by the Judicial Council in compliance with law and at the Licensee's sole cost and expense. Unless otherwise agreed in writing by Licensee and the Judicial Council, all improvements or alterations to the Premises that are approved by the Judicial Council and made by the Licensee will be the property of the Judicial Council and will remain in and a part of the Premises when Licensee vacates the Premises. If Licensee and the Judicial Council agree that Licensee shall or may at any time remove any Judicial Council-approved improvements or alterations from the Premises, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee, including without limitation the cost to repair any damage done to the Premises or the Property in removing those improvements and alterations. Improvements or alterations to the Premises or the Property that are not approved by the Judicial Council, but that are nevertheless installed by or on behalf of the Licensee, may be removed by the Judicial Council at the Licensee's sole expense, including without limitation any costs associated with repair of any damage done to the Premises or the Property in removing those improvements or alterations. Unless previously approved in writing by the Judicial Council, Licensee shall not (i) post signs or banners on any part of the Premises or the Property, or (ii) alter any existing structures or improvements in or on the Premises or the Property, or (iii) install stakes, poles, or other materials of any kind into any hardscape or landscape on the Property.

c. *"AS-IS."* The Premises are licensed to Licensee in their "AS-IS" condition and the Judicial Council has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Premises or the Property during the period of Licensee's occupancy of the Premises.

d. *Laws and Regulations.* In the exercise of any privilege granted by this License, the Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations, and requirements of governmental departments and bureaus. The Licensee must also comply with all Judicial Council rules and regulations relating to the use of the Premises and the Property that are provided to Licensee.

e. *Operation.* The Licensee shall confine its activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Property, (ii) obstructing access to the Premises or Property or any area or space within the Premises or Property, (iii) interfering with the transaction of Court business in, or the convenience of the public in accessing or using, the Premises or Property, (iv) jeopardizing the safety or security of persons or property on or in the Property, or (v) causing justifiable public criticism of Licensee's activities conducted in the Premises or on the Property. Licensee shall at all

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,

or agents. Licensee's indemnification and defense obligations under this section shall survive the termination or expiration of this License.

j. *Storage.* Any property of the Court, the Judicial Council, or their respective judicial officers, employees, or agents that must be removed to permit exercise of the privilege granted by this License shall be stored, relocated, or removed from the Premises, and returned to their original location upon termination of the term of this License, at the sole cost and expense of the Licensee, as directed by the Judicial Council.

k. *Licensee's Personal Property.* The Licensee will be solely responsible for any risk of loss, damage to, or destruction of the Licensee's personal property located within the Premises or otherwise on the Property. Judicial Council shall not be responsible for any damage to or destruction of any personal property of Licensee, its employees or invitees, or for any compensation or claim for inconvenience, loss of business, or annoyance arising from the Licensee's loss of use of the Premises or any such personal property. Any property of the Licensee installed or located on the Premises must be removed promptly upon expiration, termination, or abandonment of this License. Any property of the Licensee not removed within that time may be removed, stored, or disposed of by the Judicial Council at the expense of the Licensee.

l. *Expense.* Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.

m. *Future Requirements.* In addition to the terms of this License, the Judicial Council shall have the right to impose reasonable rules and requirements for use of the Premises and/or the Property from time to time, and the Licensee shall promptly and continuously comply with any such further rules and requirements as the Judicial Council may hereafter impose and deliver to Licensee. Prior to the implementation of any such future requirements, the Judicial Council shall obtain the County's written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed by the County.

n. *Attempted Variations.* There shall be no variation or departure from the terms of this License without the prior written consent of the Judicial Council.

o. *Surrender.* Upon the termination of this License, the Licensee shall surrender the Premises to the Judicial Council in the same condition as the Premises were in when received by Licensee on the Commencement Date (ordinary wear and tear excepted), free from hazards, and clear of all debris. At such time, the Licensee shall remove all of its property from the Property, except as otherwise provided in this License or as otherwise agreed to in writing by the Judicial Council and the Licensee.

p. *Notices.* Any notices required or permitted to be given under the terms of this License must be in writing and may be: (i) personally delivered; (ii) mailed

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

business or obtaining services provided on the Property, or (iii) other occupants of the Property, their employees and invitees, from accessing or using the Property.

b. *No Gambling.* The Licensee, its employees and invitees, shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Property.

c. *Drug Free Environment.* The Licensee will not knowingly permit any person under the influence of any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" (excluding alcohol) to enter upon the Property. The possession, sale, or use of any "controlled substance" (except when permitted by law) on the Property is prohibited.

d. *No Weapons or Explosives.* The Licensee, its employees, and invitees, while on the Property, are prohibited from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Property, except for permitted official purposes.

e. *No Smoking.* Smoking shall not be permitted on the Premises at any time, and Licensee, its employees, and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to the Property.

10. General Provisions.

a. *No Assignment.* This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity, nor shall the Licensee permit the use of any portion of the Premises by others without the prior written consent of the Judicial Council, which consent will be given or withheld by the Judicial Council in its sole discretion.

b. *Anti-Discrimination.* The Licensee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of, without limitation, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, including, but not limited to, the California Fair Employment and Housing Act, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

c. *Governing Law.* This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.

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.

j. *Subordination.* Notwithstanding any provision of the License to the contrary, all rights of control, use, occupancy, and enjoyment of the Premises by Licensee are hereby subordinate and subject to the rights, covenants, and obligations as set forth in the Bond Documents.

[SIGNATURES ON FOLLOWING PAGE]

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 AND
CONTENT BY
COUNTY COUNSEL**

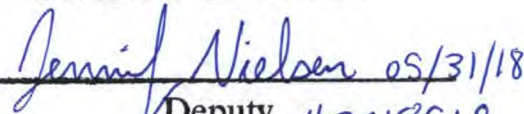
By:  05/31/18
Deputy #2018568

EXHIBIT "A"

DEPICTION OF PREMISES

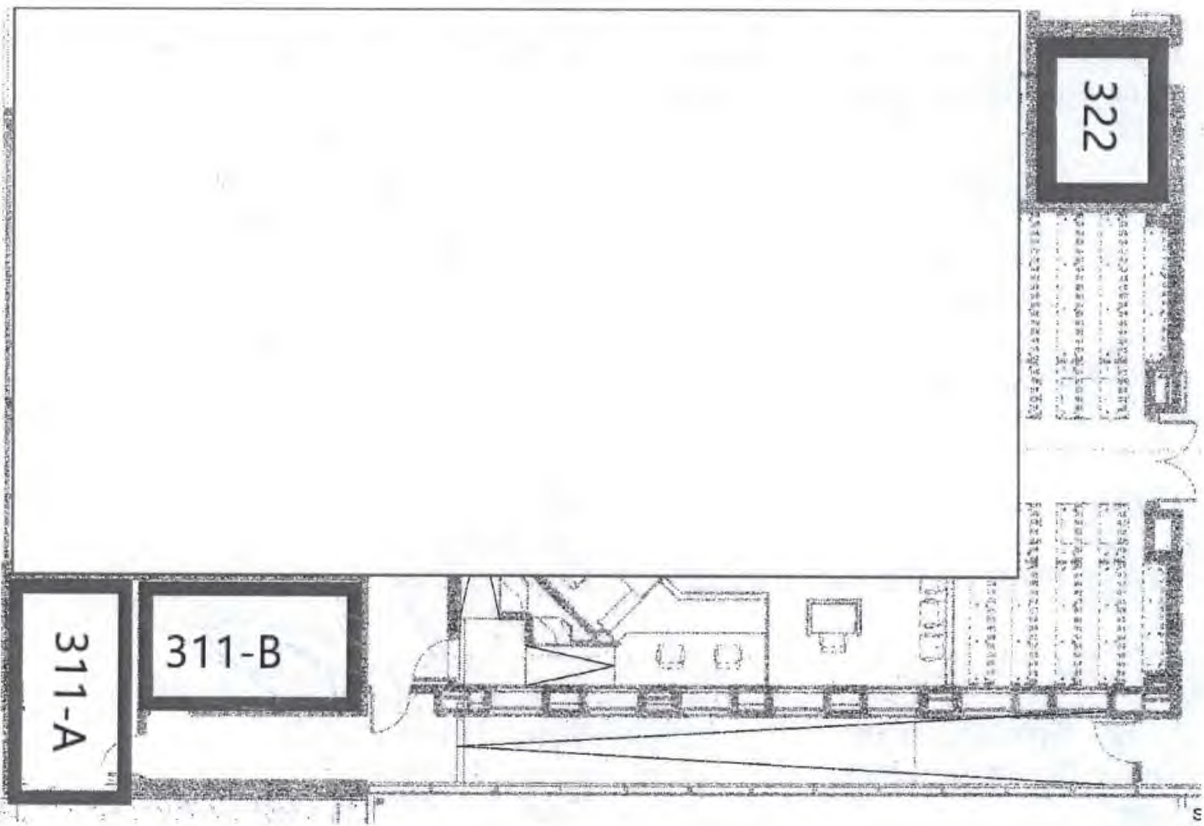


EXHIBIT "B"

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.

- c. The Certificates of Insurance shall be addressed as follows:

Judicial Council of California
Facilities Services
455 Golden Gate Avenue
San Francisco, CA 94102
Attn: Risk Management
Fax: 415-865-4294

2. Insurance Requirements. Before the commencement of the use of the Premises authorized by the terms of this License, Licensee will furnish to the Judicial Council verification that the following insurance is in force:

a. *Commercial General Liability.* Commercial General Liability Insurance written on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$1,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.

b. *Commercial Automobile Liability.* When an automobile is used in connection with the use of the Premises, Automobile liability insurance with limits of not less than \$500,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with this License.

c. *Workers' Compensation.* Workers' compensation insurance as required by law.