



**Judicial Council of California  
Facilities Services  
455 Golden Gate Avenue, San Francisco, CA 94102-3688**

For the benefit of: Superior Court of California, County of Tulare

Location of Premises: 300 East Olive Avenue, Porterville, California (Bldg. No. 54-I1)

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**FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT**

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This First Amendment to License Agreement (“**First Amendment**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (“**Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the County of Tulare, a political subdivision of the State of California (“**Licensee**”). Judicial Council and Licensee are hereinafter collectively referred to in this Agreement as “**Parties.**”

**RECITALS**

A. The Judicial Council and Licensee previously entered into that certain Revocable Exclusive License for the Use of Real Property on July 29, 2014 (“**Original License**”), pursuant to which Licensee was granted the exclusive use of 1,370 net usable square feet on the first floor of the Building.

B. The Judicial Council and Licensee agree, Licensee shall surrender approximately 1,100 square feet, which is outlined in red hash marks on **Exhibit “A-1”** attached hereto.

C. The Parties now agree to amend the Original License and enter into this First Amendment as set forth herein.

D. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party.

**NOW, THEREFORE**, in consideration of the mutual covenants of the Parties herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

**1. Incorporation of Recitals; Defined Terms.** The foregoing provisions of the Recitals are true and correct and are incorporated into this First Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the Original License.

**2. Amendment of “AOC” to “Judicial Council.”** All references to “Administrative Office of the Courts” or “AOC” in the Original License shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the Original License.

**3. Amendment.** The Parties agree to Amend the Original License as follows:

**2.1** Paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

**1. Description of the Premises Licensed.** The Premises consist of a portion of the first floor of the South County Justice Center, consisting of approximately 270 net usable square feet, located at 300 East Olive Street, Porterville, California (the “**Property**”), which is outlined in green hash marks as shown on **Exhibit “A-2”** attached hereto. In addition to the Premises, Licensee shall have the right to use two (2) unreserved parking spaces in the employee parking lot (the “**Employee Lot**”), on a first-come first-served basis, shown on the site plan attached hereto as **Exhibit “A-3”** and incorporated herein.

**2.2** Paragraph 6 of the Agreement is here by deleted in its entirety and replaced with the following:

**6. Consideration.** Consideration for this License is the Licensee’s full and timely compliance with the terms, conditions, and restrictions set forth in this License. In further consideration of this License, the Licensee shall pay to the

Judicial Council a license fee in the monthly amount of Three Hundred Eighty-Six Dollars (\$386.00) on the first day of each calendar month, starting on the Commencement Date (the “**License Fee**”). The License Fee includes the fee for occupancy of the Premises, plus a pro-rata share of the cost of electricity, gas, water, sewer, and trash charges. If the Commencement Date falls on a date that is not the first day of a calendar month, the Licensee’s first and last payments of the License Fee will be prorated based on the number of days in that calendar month. Commencing on May 1, 2015, and on each May 1 thereafter during Licensee’s occupancy of the Premises, the License Fee shall be increased by an amount equal to three percent (3%) of the then current License Fee. Licensee hereby acknowledges and agrees that such increases in the License Fee shall be payable by Licensee on the dates set forth above, without any requirement for additional demand or notice from the Judicial Council. Each monthly installment of the License Fee shall be made payable to: The State of California, Judicial Council, and sent to: Judicial Council, Attn: Branch Accounting and Procurement, 455 Golden Gate Avenue, San Francisco, California 94102 and shall reference the Judicial Council Facility No. “54-II.” If the License Fee is not received by the Judicial Council within 10 days following the date that the License Fee is due, then in addition to such License Fee, Licensee shall promptly deliver to the Judicial Council a late fee equal to five percent (5%) of the License Fee, or \$50, whichever amount is greater.

**2.3 Notices.** Paragraph 7(p) of the Agreement is hereby deleted in its entirety and replaced with the following:

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  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: 916-643-7074

With a copy to:      Judicial Council of California  
Facilities Services  
Attention: Manager, Real Estate  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: 916-263-7999

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

Judicial Council of California  
Branch Accounting and Procurement  
Attention: Manager, Contracts  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Voice: 415-865-7989  
Fax: 415-865-4326

If to the Licensee:      County of Tulare  
Attention: Jason T. Britt  
2880 W. Burrel Avenue  
Visalia, CA 92391  
Voice: 559-636-5005  
E-mail: JTBritt@co.tulare.ca.us

**4. No Other Modifications.** Except as expressly modified by the terms of this First Amendment, all rights, duties, and obligations of the Judicial Council and Licensee will remain in full force and effect as provided for in the License.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment as of the dates below their respective signature.

**ACCEPTED AND AGREED TO:**

**LICENSEE:**

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

By: \_\_\_\_\_  
Name: Pete Vander Poel  
Title: Chair, Board of Supervisors  
Date: \_\_\_\_\_  
**TAX ID # 94-6000545**

**APPROVED AS TO FORM:**  
Tulare County Counsel

By: Jeffrey Kuhn  
Deputy  
Matter # 20191950  
Date: 7-24-20

**LICENSOR:**

**JUDICIAL COUNCIL OF  
CALIFORNIA**

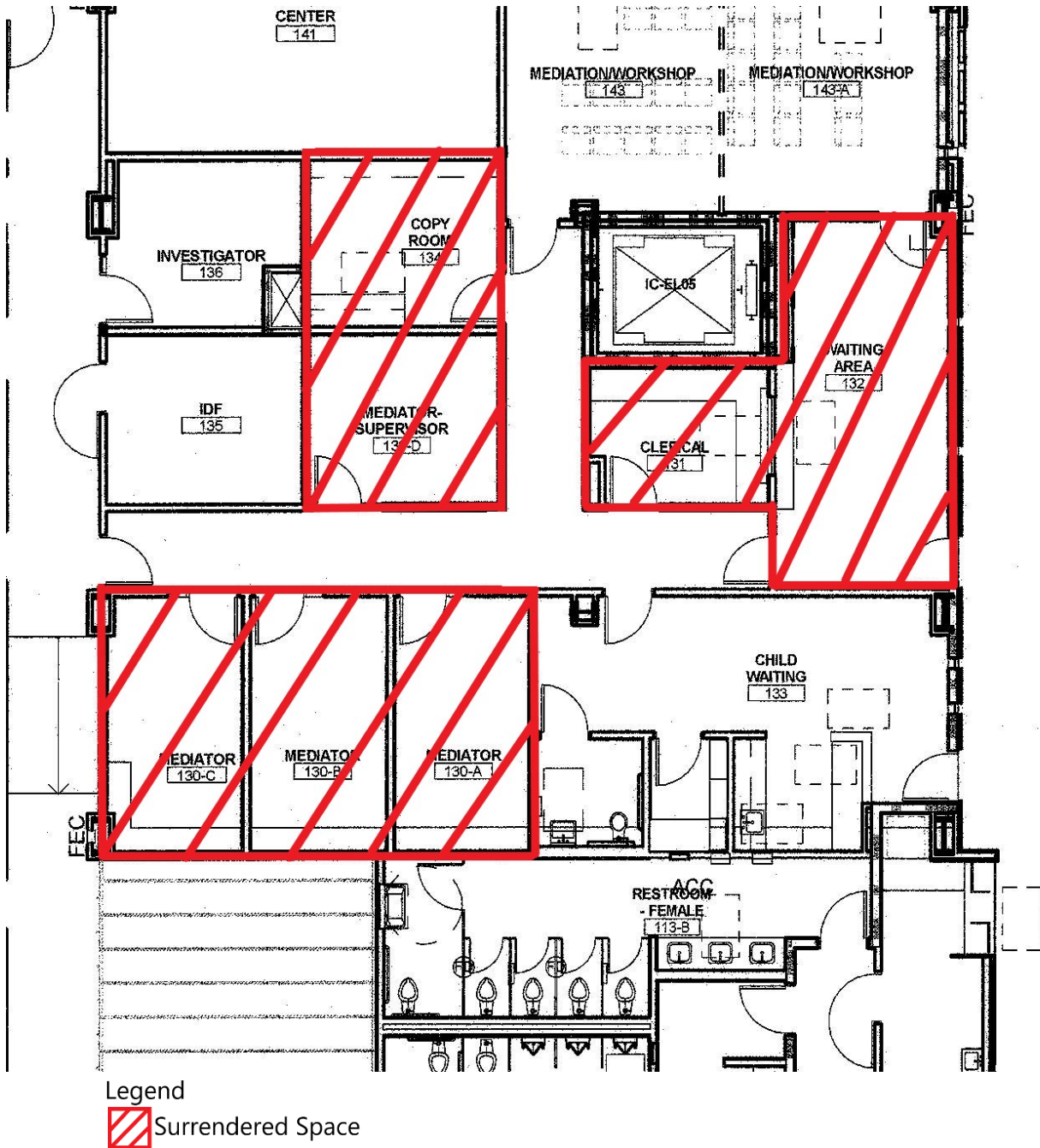
By: Stephen Saddler  
Name: Stephen Saddler  
Title: Manager, Contracts  
Date: July 13, 2020

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

By: Maggie W. Stern  
Name: Maggie W. Stern  
Title: Attorney  
Date: July 13, 2020

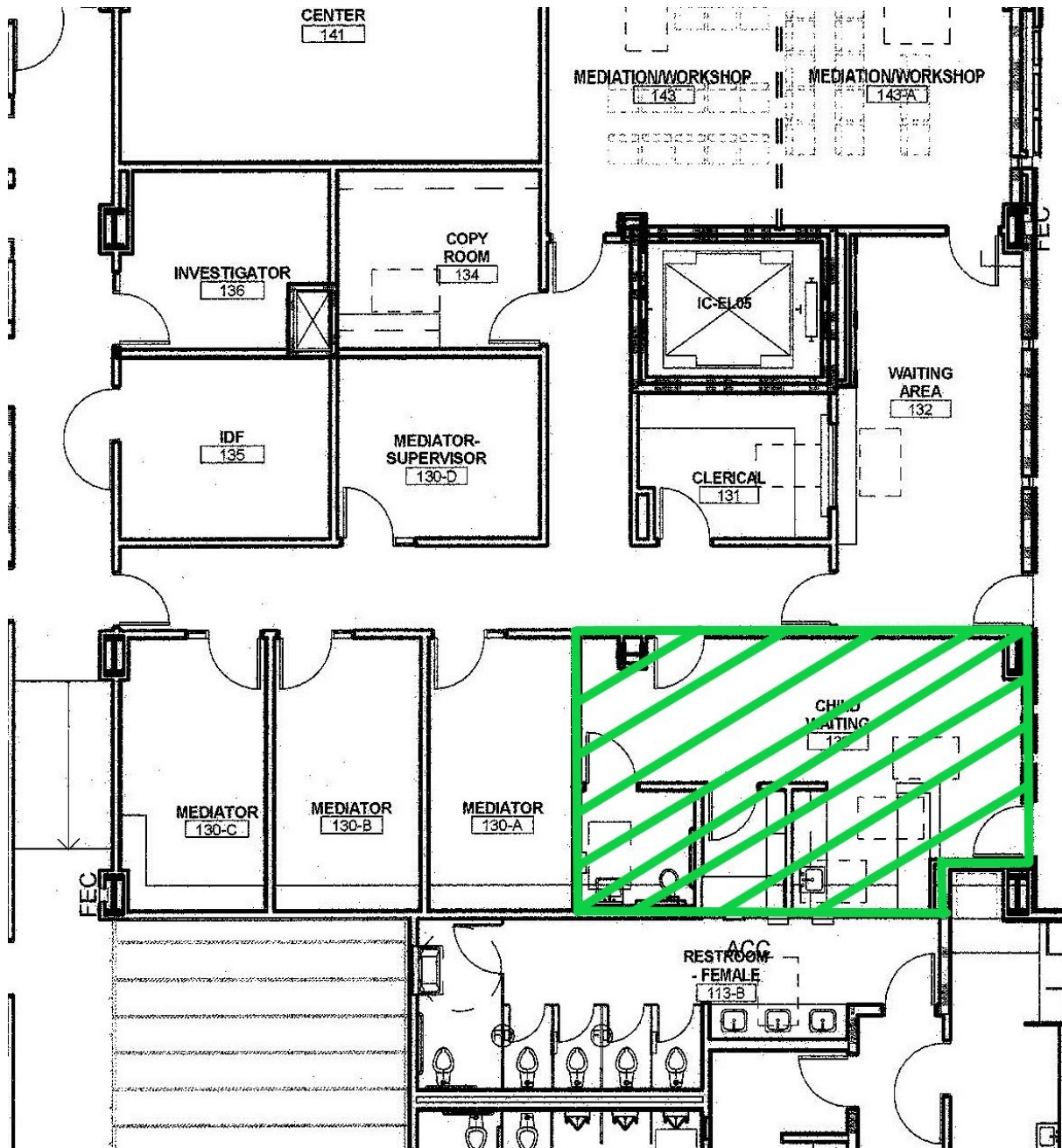
## EXHIBIT "A-1"

### DEPICTION OF SURRENDERED PREMISES



## EXHIBIT "A-2"

### DEPICTION OF AMENDED PREMISES



Legend

 Leased Space

## EXHIBIT "A-3"

### DEPICTION OF EMPLOYEE PARKING LOT

