



ORIGINAL

Contract Number

2-763

SAP Number

Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director, Real Estate Services Department
Telephone Number	(909) 387-5000
Contractor	Judicial Council of California
Contractor Representative	Steven Saddler, Manager, Contracts
Telephone Number	(916) 643-7074
Contract Term	Full execution – 6/30/35
Original Contract Amount	\$0.00
Amendment Amount	\$0.00
Total Contract Amount	\$0.00
Cost Center	7810001000
GRC/PROJ/JOB No.	75004144
Internal Order No.	

Briefly describe the general nature of the contract:

This License Agreement with the Judicial Council of California for the use of approximately 225 square feet of office space in the Barstow courthouse located at 235 East Mountain View Street for a period commencing effective on full execution and ending on June 30, 2035 for no cost or fee. Either party has the right to terminate with a 30-day written notice.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ SEE SIGNATURE PAGE
Agnes Cheng, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ 
Lyle Ballard, Real Property Manager, RESD

Date

10/18/21

Facility No 36-J1
Facility Name: Barstow Courthouse
Facility Address: 235 East Mountain View St. Barstow, California



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

REVOCABLE, NON-EXCLUSIVE LICENSE FOR THE USE OF REAL PROPERTY

This Revocable, Non-Exclusive License for the Use of Real Property (“**License**”) is made and entered into, as of the date this License is signed by the last Party to sign, by and between the Judicial Council of California (“**Judicial Council**” or “**LICENSOR**”) and San Bernardino County, a political subdivision of the State of California (“**LICENSEE**”). In this License, the LICENSOR and LICENSEE are sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. The LICENSOR is the party currently responsible for managing that certain parcel of property located at 235 East Mountain View Street, in the City of Barstow, County of San Bernardino, State of California (“**Land**”), and the building located thereon commonly known as the Barstow Courthouse (Judicial Council #36-J1) (“**Building**”). The Land and Building together may be collectively referred to as the “**Property.**”

B. The Property is currently occupied and used by the Superior Court of California, County of San Bernardino (“**Court**”), and managed by the LICENSOR.

C. The Parties now desire to formalize the LICENSEE’s rights to access and use the portion of the Property set forth herein (“**Premises**”) for the purpose of maintaining and operating office space for use by LICENSEE’s Department of Child Support Services pursuant to the terms of this License.

D. The Parties acknowledge and agree that, as of November 9, 2020, the LICENSEE commenced its occupancy of the Premises.

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. The LICENSOR 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.

3. Description of Premises Licensed. The Premises consist of approximately 225 square feet in Room 241 on the second floor of the Building, as shown on **Exhibit "A"** attached hereto.

4. Commencement Date. Notwithstanding that the LICENSEE currently is in possession of the Premises as of the Parties' execution of this License, this License shall commence and be effective on the date this License is signed by the last Party to sign ("**Commencement Date**"), and shall continue until June 30, 2035, unless it is earlier 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 LICENSOR 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 LICENSOR's sole discretion; (b) the LICENSOR shall have the right to terminate this License if the LICENSEE fails to satisfy the Court's requirements for any Background Checks (defined below) as so provided for herein this License; and (c) 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; (ii) relocation of the operations of the Court at the Property to an alternate location; or (iii) a termination of that certain Joint Occupancy Agreement, dated November 18, 2008, as subsequently amended ("**JOA**"), between the Parties for the Property or an amendment to the JOA whereby the Premises is no longer characterized as part of the LICENSOR's Court Exclusive-Use Area (as defined in the JOA).

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 for use by LICENSEE's Department of Child Support Services, and other purposes related thereto, and for no other purpose whatsoever, between the normal Court hours of 8:00 a.m. and 4:00 p.m., Monday through Friday (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 LICENSOR, 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. Except as otherwise agreed to by the Parties in writing, no use fee for the Premises shall be paid by LICENSEE to LICENSOR for the duration of the 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 LICENSOR. LICENSEE's use of the Premises shall at all times be subject and subordinate to those necessary uses of the Court. LICENSEE shall ensure its activities do not interfere with the carrying on of the business of the Court.

b. *Healthcare Directives.* The LICENSEE must at all times adhere to all applicable local, state, and national healthcare directives, as well as the Court's current operating plan in compliance therewith, that are in effect or may become effective during LICENSEE's use and occupancy of the Premises including, but not limited to, social distancing, face covering requirements, self-assessment and/or medical screenings, and proper cleaning procedures. Failure of LICENSEE to so comply with such healthcare directives of any authority having jurisdiction or of the Court shall be considered a material breach of this License and grounds for its immediate termination.

c. *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 LICENSOR, which approval will be given or withheld in the sole discretion of the LICENSOR. LICENSEE shall make any improvements or alterations to the Premises that are approved by the LICENSOR in compliance with law and at the LICENSEE's sole cost and expense. Unless otherwise agreed in writing by LICENSEE and the LICENSOR, all improvements or alterations to the Premises that are approved by the LICENSOR and made by the LICENSEE will be the property of the LICENSOR and will remain in and a part of the Premises when LICENSEE vacates the Premises. If LICENSEE and the LICENSOR agree that LICENSEE shall or may at any time remove any LICENSOR-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 LICENSOR, but that are nevertheless installed by or on behalf of the LICENSEE, may be removed by the LICENSOR 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 LICENSOR, 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.

d. *"AS-IS."* The Premises are licensed to LICENSEE in their "AS-IS" condition and the LICENSOR 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.

e. *Compliance with 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 LICENSOR rules and regulations relating to the use of the Premises and the Property that are provided to LICENSEE.

f. *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 LICENSOR.

g. *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 is either 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.

h. *Background Checks.* The LICENSEE shall coordinate with the Court regarding any background checks and security clearances of LICENSEE, its employees,

agents, and contractors, which may be reasonably required by the Court (“**Background Check(s)**”). If any Background Checks are necessary, the Court will conduct the background checks and notify LICENSEE if each applicable individual is approved to have access to the Premises. If allowable by the Court, the LICENSEE may instead conduct any such necessary Background Checks in lieu of the Court and provide to the Court suitable documentation evidencing LICENSEE's completion of any necessary Background Checks. If the Court requires Background Checks of LICENSEE’s employees, agents, or contractors, LICENSEE shall not allow any such individual(s) access to the Premises unless and until that individual(s) completes a Background Check to the satisfaction of the Court, as applicable. The LICENSEE shall be responsible for all costs and expenses related to Background Checks and, to the extent applicable, LICENSEE shall reimburse the Court for all actual and reasonable costs and expenses associated with any Background Checks required hereunder. In the event that the LICENSEE does not comply with these terms or does not satisfy the Court’s requirements to pass any such Background Checks, the LICENSOR may terminate this License effective upon written notice thereof to LICENSEE and LICENSEE will not be permitted thereafter to access the Premises except as specifically allowed by the Court.

i. *Insurance.* The LICENSOR acknowledges and accepts that LICENSEE is self-insured and does not maintain commercial insurance coverage for property, general liability, or motor vehicle claims; LICENSEE certifies that said self-insurance provides necessary and adequate coverage for the performance of LICENSEE’s obligations under the terms and conditions of this License.

j. *Damage.* LICENSEE shall not damage, destroy, or displace any part of the Property or any personal property for which the LICENSOR, or the Court, is responsible in the exercise of the privilege granted by this License without the prior written consent of the LICENSOR 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 LICENSOR.

k. *Indemnification.* The LICENSEE shall and hereby does indemnify, defend (with counsel satisfactory to the LICENSOR), and save harmless the LICENSOR, the Court, and their respective judicial officers, employees, and agents, from and against any and all Indemnified Loss (as such term is defined in the JOA) arising from Liability Claims (as such term is defined in the JOA) where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of LICENSEE. LICENSEE must manage and be entirely responsible to handle and resolve all Liability Claims for which LICENSEE is responsible under this License.

l. *Storage.* Any property of the Court, the LICENSOR, 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 LICENSOR.

m. *Licensee's Personal Property.* Unless caused by LICENSOR's negligence or willful misconduct, 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. Unless caused by LICENSOR's negligence or willful misconduct, LICENSOR shall not be responsible for any damage to or destruction of any personal property of LICENSEE, its employees or invitees; and, in no event whatsoever shall LICENSOR be responsible 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 LICENSOR at the expense of the LICENSEE.

n. *Expense.* Unless expressly provided otherwise in this License, 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.

o. *Future Requirements.* In addition to the terms of this License, the LICENSOR 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 LICENSOR may hereafter impose and deliver to LICENSEE in writing; provided, however, that such rules and regulations shall not conflict with the terms and conditions of this License or interfere with the County's rights herein and are applied to all similarly situated users of the Property in an equitable and non-discriminatory manner.

p. *Attempted Variations.* There shall be no variation or departure from the terms of this License without the prior written consent of the LICENSOR and LICENSEE.

q. *Surrender.* Upon the termination of this License, the LICENSEE shall surrender the Premises to the LICENSOR 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 LICENSOR and the LICENSEE.

r. *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 certified mail, first class postage prepaid, return receipt requested; 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 LICENSOR: Judicial Council of California
Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833

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

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

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102

If to LICENSEE: San Bernardino County
Real Estate Services Department
Attention: Jennifer Costa, Assistant Director
385 N. Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0180

With a copy to: Department of Child Support Services
Attention: Marie Girulat, Director
10417 Mountain View Avenue
Loma Linda, CA 92354

Any notice or communication sent will be deemed to have duly given as follows: (1) if by personal delivery or overnight delivery service, on the date actually received by the addressee or its representative at the address provided above, or (2) if sent by certified U.S. mail, return receipt requested, on the first business day that it at least three calendar days after the date deposited in the U.S. Mail.

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 LICENSOR, which consent will be given or withheld by the LICENSOR 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, non-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 LICENSOR 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, LICENSOR, or the Court. Neither LICENSEE nor the LICENSOR, 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 LICENSOR 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 LICENSOR, 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 LICENSOR 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. *Counterparts and Electronic Execution.* This License may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this License may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of the License, with such scanned and electronic signatures having the same legal effect as original signatures. Each party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed License upon request.

[SIGNATURES ON FOLLOWING PAGE(S)]

ACCEPTED AND AGREED TO:

LICENSEE:

**SAN BERNARDINO COUNTY,
a political subdivision of the State of
California**

By: 
Name: Curt Hagman
Title: Chairman, Board of Supervisors
Date: OCT 26 2021

LICENSOR:

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Name: Stephen Saddler
Title: Manager, Contracts
Date: _____

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE CHAIR OF
THE BOARD

LYNN MONNELL,
Clerk of the Board of Supervisors

By: 
Deputy

APPROVED AS TO LEGAL FORM:
MICHELLE D. BLAKEMORE,
County Counsel
San Bernardino County, California

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

By: _____
Name: Jeremy P. Ehrlich
Title: Attorney
Date: _____

By: 
Name: Agnes Cheng
Title: Deputy County Counsel
Date: 9/27/2021

EXHIBIT "A"

DEPICTION OF PREMISES

Room 241, consisting of 225 square feet, on the second floor.

