



Contract Number

14-855 A-1

SAP Number

ORIGINAL

Real Estate Services Department

Department Contract Representative
Telephone Number

Terry W. Thompson, Director
(909) 387-5252

Contractor
Contractor Representative

Judicial Council of California
Stephen Saddler, Manager,
Contracts

Telephone Number

(415) 865-4200

Contract Term

11/1/2014 – 10/31/2029

Original Contract Amount

\$23,568.00

Amendment Amount

\$58,872.00

Total Contract Amount

\$82,440.00

Cost Center

7810001000

GRC/PROJ/JOB No.

35003374

Internal Order No.

Briefly describe the general nature of the contract:

This First Amendment to License Agreement No. 14-855 extends the term of the license for ten (10) years from November 1, 2019 through October 31, 2029, adjusts the rental rate, and updates standard license agreement language for approximately 341 square feet of space at 477 Summit Boulevard, Big Bear Lake, CA. All other terms and conditions remain the same.

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

►

Jim Miller, Real Property Manager, RESD

Date

9-9-19

Facility No: 36-I1
Facility Name: Big Bear Courthouse
Facility Address: 477 Summit Boulevard, Big Bear Lake, California 92315



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

**FIRST AMENDMENT TO REVOCABLE, NON-EXCLUSIVE LICENSE FOR THE
USE OF REAL PROPERTY**

This First Amendment ("**First Amendment**") to the Original License (as defined below) is made as of November 1, 2019, by and between the Judicial Council of California ("**Judicial Council**" or "**Licensors**") and the County of San Bernardino ("**Licensee**"). Judicial Council and Licensee are hereinafter collectively referred to in this First Amendment as "**Parties.**"

RECITALS

A. The Judicial Council and Licensee previously entered into that certain Revocable, Non-Exclusive License for the Use of Real Property dated October 27, 2014 ("**Original License**"), pursuant to which Licensee was granted the non-exclusive use of approximately 341 square feet, within the Jury Assembly Room on the Second Floor of the Big Bear Courthouse located at 477 Summit Boulevard, Big Bear Lake, California.

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

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, effective as of November 1, 2019 ("Effective Date"), 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. Term of License. Section 2 of the Original License is hereby amended to provide that the end date of the Initial Term is changed from October 31, 2019, to October 31, 2029.

3. Consideration. Section 6 of the Original License is hereby deleted in its entirety and replaced with the following:

6. Consideration

a. Commencing as of November 1, 2019, and for each month thereafter until the end of the Initial Term, the Licensee shall pay the Judicial Council a license fee in the following amounts:

November 1, 2019 thru October 31, 2020	\$428 (per month)
November 1, 2020 thru October 31, 2021	\$441 (per month)
November 1, 2021 thru October 31, 2022	\$454 (per month)
November 1, 2022 thru October 31, 2023	\$468 (per month)
November 1, 2023 thru October 31, 2024	\$482 (per month)
November 1, 2024 thru October 31, 2025	\$496 (per month)
November 1, 2025 thru October 31, 2026	\$511 (per month)
November 1, 2026 thru October 31, 2027	\$526 (per month)
November 1, 2027 thru October 31, 2028	\$542 (per month)
November 1, 2028 thru October 31, 2029	\$558 (per month)

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.

b. Commencing as of the Effective Date of this First Amendment, each monthly installment of the license fee shall be made payable to: The State of California, Judicial Council, and sent to:

Judicial Council of California
Attn: Branch Accounting & Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, California 94102
Reference: Facility No. "36-I1"

4. Notices. Subsection p of section 7 of the Original License is hereby deleted in its entirety and replaced with the following:

7. Conditions

p. *Notices.* Any notices required or permitted to be given under the terms of the Original License, as amended by this First Amendment, 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, certified or registered with 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 the Judicial Council: 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 the Original License, as amended by this First Amendment, or an alleged breach or default by the Judicial Council of the Original License, as amended by this First Amendment, must also be sent to:

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

If to the Licensee: County of San Bernardino
Attention: Real Estate Services Department
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415


5. 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 Original License. In the event of any conflict between the Original License and this First Amendment, the terms of this First Amendment shall control.

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

ACCEPTED AND AGREED TO:


LICENSEE:

COUNTY OF SAN BERNARDINO

By: 
Name: Curt Hagman
Title: Chairman, Board of Supervisors
Date: OCT 08 2019

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

LYNNA MONELL, Clerk of the Board of
Supervisors

By: 
Deputy

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


By: 
Name: Agnes Cheng
Title: Deputy County Counsel
Date: 9/19/19

LICENSOR:

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: 10/16/19

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

By: 
Name: Charles R. Martel
Title: Supervising Attorney
Date: 10-16-2019