

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



ORIGINAL

Contract Number  
15-236 A1

SAP Number

## Real Estate Services Department

Department Contract Representative	Terry W. Thompson, Director
Telephone Number	(909) 387-5000
Contractor	Judicial Council of California
Contractor Representative	James Koerner
Telephone Number	(916) 643-8051
Contract Term	6/1/2015 – 5/31/2035
Original Contract Amount	\$0
Amendment Amount	\$0
Total Contract Amount	\$0
Cost Center	
GRC/PROJ/JOB No.	5000 2320
Internal Order No.	
Grant Number (if applicable)	

### Briefly describe the general nature of the contract:

This amendment to the license agreement for the County's use of office space extends the term for a period of ten (10) years or until terminated by either party. Premises consist of 3,465 square feet of office space located within the Foothill Law and Justice Center located at 8303 Haven Avenue, Rancho Cucamonga, California. There are no license fees associated with this ten-year license agreement.

### FOR COUNTY USE ONLY

Approved as to Legal Form

► See signature page

John Tubbs II, Deputy County Counsel

Date

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

John Gomez, Real Property Manager, RESD

Date 8/25/25

Facility No: 36-F1  
Facility Name: Rancho Cucamonga Courthouse  
Facility Address: 8303 Haven Avenue, Rancho Cucamonga, CA 91730



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

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

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This First Amendment to Revocable, Non-Exclusive License for the Use of Real Property (**"First Amendment"**) is made and entered into, as of the date this First Amendment is signed by the last Party to sign, by and between the Judicial Council of California (**"Judicial Council"** or **"Licensor"**), for the benefit of the Superior Court of California for the County of San Bernardino (**"Court"**), and the County of San Bernardino (**"County"** or **"Licensee"**). Judicial Council and County may hereinafter be referred to in this First Amendment individually as a **"Party"** and collectively as the **"Parties."**

**RECITALS**

A. Judicial Council and County previously entered into that certain Revocable, Non-Exclusive License for the Use of Real Property dated May 29, 2015 (**"License"**), under which County was granted non-exclusive use of approximately 3,465 net usable square feet of Court Exclusive-Use Area on the 1<sup>st</sup> floor at the Family Services Court located at 8303 Haven Avenue, Rancho Cucamonga California (the **"Property"**), as further described in the License.

B. The Parties now desire to amend the License to extend the term of the License for ten (10) years, from June 1, 2025 to May 31, 2035, and to make other changes to the License deemed necessary and helpful by the Parties, as set forth herein this First Amendment.

**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; 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 meaning given to those terms in the License.

**2. Extend License Term.** The Parties acknowledge and agree that Paragraph 2 of the License is hereby amended in its entirety and replaced with the following:

**2. Term.** This License commences on June 1, 2015 (“**Commencement Date**”) and ends on May 31, 2035 (“**Ending Date**”), or until terminated as provided in **Paragraph 3**, below.

**3. Notices.** The Parties acknowledge and agree that Licensor’s address for notice purposes under the License, as set forth in section 7, subpart p. of the License, is hereby deleted in its entirety and replaced with the following:

If to the LICENSOR:       Judicial Council of California  
Facilities Services  
Attention: Associate Facilities Analyst  
2860 Gateway Oaks, Suite 400  
Sacramento, CA 95833  
Voice: 916-643-8067  
Email: JCCRealEstate@jud.ca.gov

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

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

Judicial Council of California  
Branch Accounting and Procurement  
Attention: Manager, Contracts  
455 Golden Gate Avenue, 6th floor  
San Francisco, CA 94102  
Voice: 415-865-7989  
Fax: 415-865-4326

**4. Authority.** Judicial Council and Licensee each represents and warrants that the individual signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment on behalf of such Party, and that this First Amendment will be binding upon said Party upon mutual execution and delivery thereof.

**5. Governing Laws.** This First Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles. The Parties agree that any legal action related to the interpretation, performance, or enforcement of the License shall be filed in the Superior Court for the State of California.

**6. No Further Modifications.** Except as specifically modified herein this First Amendment, the License remains unmodified and in full force and effect. In the event of any inconsistency between the provisions of the License and this First Amendment, the provisions of this First Amendment shall govern and control.

**7. Binding Effect.** This First Amendment shall apply to, bind, and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

**8. Further Assurances.** The Parties agree to execute such additional instruments and to perform such further acts as may be reasonably necessary to evidence and perform the amendments to the License provided for in this First Amendment.


**9. Counterparts and Electronic Execution.** This First Amendment 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 First Amendment may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this First Amendment, with such scanned and electronic signatures having the same legal effect as original signatures.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

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

**LICENSOR:**

**JUDICIAL COUNCIL OF  
CALIFORNIA**

By:   
Name: Alice Lee  
Title: Manager, Contracts  
Date: 09/04/2025

**LICENSEE:**

**SAN BERNARDINO COUNTY**


By:   
Name: Dawn Rowe  
Title: Chair, Board of Supervisors  
Date: SEP 09 2025

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD.  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of San Bernardino County  
By:   
  
Deputy

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

~~By: \_\_\_\_\_  
Name: Lynna Monell  
Title: Clerk of the Board of Supervisors  
Date: \_\_\_\_\_~~

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

By:   
Name: Erin Stagg  
Title: Attorney  
Date: September 3, 2025

APPROVED AS TO FORM:  
County Counsel

By:   
Name: John Tubbs II  
Title: Deputy County Counsel  
Date: 8-25-2025