

FAMILY LAW CENTER SETTLEMENT AND TRANSFER PACKAGE
DECEMBER 1, 2009

ATTACHMENT H
License Agreement – Finance Building

LICENSE
BETWEEN
CONTRA COSTA COUNTY
AND
JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS
FOR A PORTION OF THE
COUNTY FINANCE BUILDING
625 COURT STREET, MARTINEZ

This License is dated _____, 2009, and is by and between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**County**"), and THE JUDICIAL COUNCIL OF CALIFORNIA ("**Council**"), ADMINISTRATIVE OFFICE OF THE COURTS (together, the "**AOC**").

1. **Grant of License:** County owns the property located at 625 Court Street, Martinez, California ("**Property**"). The Property has been improved with the County Finance Building ("**Building**"). AOC desires to use that approximately 4,481 square feet of office space in the Building shown on Attachment "A" of this License, which space is hereinafter referred to as the "**Licensed Premises**," for general functions of the Superior Court of California, County of Contra Costa ("**Court**"). County, for good and valuable consideration described herein, hereby grants to AOC, and AOC hereby accepts, this License for use of the Licensed Premises on the terms and conditions set forth below.
2. **Use:** The Licensed Premises is hereby licensed to AOC for use by Court, its officers, agents, employees, and invitees, for general Court purposes.
3. **Duration:** This License is from month to month, commencing on _____, 2009, and continuing until termination. County or AOC may terminate this License at any time upon thirty (30) days written notice.
4. **Consideration:** As consideration for this License, AOC shall pay County the sum of Two Thousand Twenty and No/100 Dollars (\$2,020.00) each month, in advance, on or before the tenth (10th) day of each month during the duration of this License. Payment shall be made payable to Contra Costa County, and mailed to Contra Costa County - General Services - Administration, Attn: Fiscal Officer,

1220 Morello Ave., Suite 200, Martinez, CA, 94553, or to such other location as specified in writing by County.

5. **No Assignment:** AOC shall not transfer or assign this License.
6. **Reasonable Care:** AOC agrees to use reasonable care and take the necessary precautions to keep the Licensed Premises safe and free from hazard during the term of this License.
7. **Maintenance:** AOC shall maintain and repair the Licensed Premises while this License is in effect.
8. **No Warranties; AOC Acknowledgement of Risks:** County does not warrant or represent that the Licensed Premises are safe, healthful, or suitable for the purposes for which they are permitted to be used under the terms of this License. AOC acknowledges that there may be certain risks associated with the use of the Licensed Premises for the purpose set forth herein, including the risk of personal injury or property damage or loss resulting from the activities of AOC, its invitees, and other third parties, or in or on the Licensed Premises, including, without limitation, injury or damage arising as a result of vehicle accidents, third party criminal activity and acts of trespassers. Knowing these risks, AOC nonetheless voluntarily elects to utilize the Licensed Premises for the purpose permitted herein and hereby agrees to accept any and all risks of accident, injury, death, damage or loss of property.
9. **Indemnification:** AOC agrees to defend, indemnify, and hold County harmless of and from any and all claims, demands, costs, damages, losses, actions, causes of action or judgments which County may pay or be required to pay by reason of any damage, injury or death to any person or property suffered by any person, firm or corporation as a result of the exercise of this License by AOC, Court, their officers, agents, employees, and invitees in the use of the Licensed Premises.
10. **No Obligation for Security:** AOC agrees, acknowledges, and understands that County is under no obligation to and shall not provide any security guard, protective service, or extra police patrol service, or otherwise provide for the safety and protection of AOC, Court, or of any other person entering the Licensed Premises or for the security and protection of AOC's or Court's goods or personal property. AOC further agrees, acknowledges, and understands that County has made no representations, warranties, or other promises with respect to the safety

and security of the Licensed Premises or its fitness or suitability for the use contemplated herein.

11. **No Property Rights:** Both parties agree that this License in no way creates an equity interest, easement, or property rights other than temporary use. County has no obligation to insure the Licensed Premises or any personal property located within the Licensed Premises against damage or destruction, and AOC has no right to share in any insurance proceeds County receives as a result of physical loss or damage under any property insurance policies maintained by County with respect to the Property.
12. **No Rights Under Trial Court Facilities Act of 2002:** Each party acknowledges and agrees that entering into this License does not give rise to any rights or responsibilities on the part of either party under the Trial Court Facilities Act of 2002, Government Code sections 70301-70404. AOC specifically acknowledges that neither it nor the Court shall have any right to recover relocation costs upon termination of this License.
13. **Notices:** All notices given hereunder shall be in writing and shall be deemed to have been given if personally delivered or deposited in the United States mail postage prepaid, certified or registered, return receipt requested, and addressed to the other party as follows, or as otherwise designated by written notice hereunder from time to time:

COUNTY: Contra Costa County
General Services Department
Attn: Deputy Director
1220 Morello Avenue, Suite 200
Martinez, CA 94553-4711

AOC: Administrative Office of the Courts (AOC)
Office of Court Construction and Management
455 Golden Gate Avenue
San Francisco, CA 94102
Attention: Regional Manager of the Bay Area
North Coast Region of the Facilities
Management Unit

14. **Modification:** This License shall not be modified or amended without the mutual written consent of both parties.
15. **Entire Agreement:** It is understood that this document contains the entire agreement between the parties hereto and all prior understandings or agreements, oral or written, of whatsoever nature regarding the rights hereby granted are superseded by this License and are hereby abrogated and nullified.
16. **No Third-Party Beneficiaries:** Nothing in this License, express or implied, is intended to confer on any person, other than to County, AOC and Court, and their respective successors-in-interest, any rights or remedies under or by reason of this License.
17. **Severability:** If any term, covenant, or provision of this License, which does not materially affect the consideration of this License, is held to be invalid, illegal, or unenforceable in any respect, the validity of the remainder of this License shall not be affected thereby.
18. **Controlling Law:** This License shall be construed in accordance with the laws of the State of California. In the event of any dispute arising under this License, venue shall be set in Contra Costa County.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

COUNTY

COUNTY OF CONTRA COSTA,
a political subdivision of the State of
California

By: _____
Name: Michael J. Lango
Title: Director of General Services
Date: _____

RECOMMENDED FOR APPROVAL:
MICHAEL J. LANGO,
Director of General Services

By: _____
Name: Dick R. Awenius
Title: Real Estate Manager


APPROVED AS TO FORM:

SILVANO B. MARCHESI,
County Counsel
County of Contra Costa

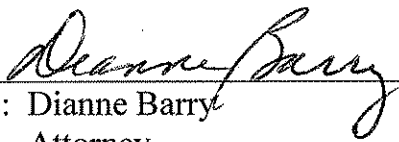
By: _____
Name: Pamela J. Zaid
Title: Deputy County Counsel

AOC

**THE JUDICIAL COUNCIL OF
CALIFORNIA, ADMINISTRATIVE
OFFICE OF THE COURTS**

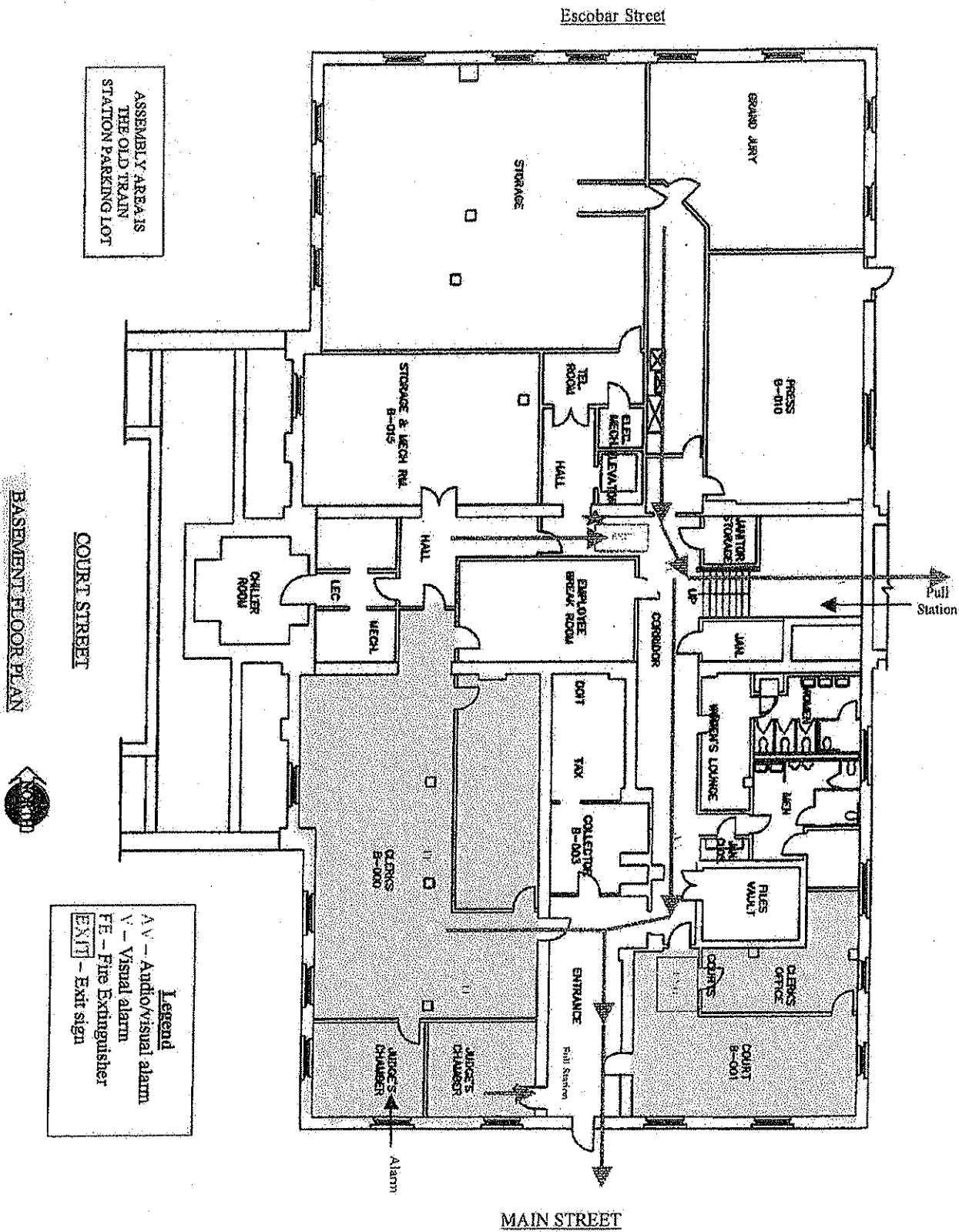
By: 
Name: Grant Walker
Title: Senior Manager, Business Services
Date: 2/28/09

APPROVED AS TO FORM:
Administrative Office of the Courts,
Office of the General Counsel

By: 
Name: Dianne Barry
Title: Attorney

Attachment "A"

625 COURT STREET, MARTINEZ



LICENSED PREMISES