

Facility No: 07-D1
Facility Name: Concord-Mt. Diablo Courthouse
Facility Address: 2970 Willow Pass Road, Concord



**Judicial Council of California
Real Estate and Facilities Management
455 Golden Gate Avenue, San Francisco, CA 94102-3688**

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

In consideration of the mutual promises and covenants set forth herein, the Judicial Council of California ("**Judicial Council**") hereby grants to the County of Contra Costa, a political subdivision of the State of California ("**Licensee**"). The Judicial Council and Licensee may be referred to herein as a "Party" or collectively as the "Parties." This License is dated as of January 1, 2016.

Recitals

- A. The Judicial Council is the owner of real property located at 2970 Willow Pass Road, Concord, California (the "**Property**"). The Property is the site of the Concord-Mt. Diablo Courthouse.
- B. Licensee desires to use forty-five (45) parking spaces in the surface parking lot located on the Property (the "**Premises**"). When referred to herein, "Property" shall mean and include the Premises.

Agreement

- 1. **GRANT OF LICENSE. THE JUDICIAL COUNCIL HEREBY GRANTS TO LICENSEE A REVOCABLE, NON-EXCLUSIVE LICENSE TO** use the Premises for the purpose described below (the "**License**").
- 2. **Commencement Date.** The License commences on January 1, 2016 ("**Commencement Date**"), and continues month-to-month until it is terminated as provided in this License.
- 3. **Termination.** From and after the Commencement Date, each Party has the right and option to terminate the License, with or without cause, at any time by giving sixty (60) days' prior written notice of the termination of the License to the other Party. In addition to the foregoing, (i) the Judicial Council shall have the right to

terminate the License immediately in the event of an emergency that results in damage to, loss of, or an unsafe condition on the Property, as determined in the Judicial Council's sole discretion, and (ii) the License shall immediately and automatically terminate upon the sale of the Property to an entity or person other than the State of California.

4. **Name of Licensee.**

Name of Licensee: Contra Costa County Attention: David Silva	Address: 255 Glacier Drive Martinez, California 94553
---	--

5. **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 using the parking spaces located on the Property to park vehicles between the hours of 7:00 a.m. and 5:30 p.m. Monday through Friday, and for no other purpose whatsoever, 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 Property. In no event shall the Licensee represent itself or its operations on the Premises as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Judicial Council, the Superior Court of California, County of Contra Costa (“**Court**”) or any of their respective programs or operations.

6. **Consideration.** As consideration for the License, the Licensee shall pay to the Judicial Council a monthly license fee in the amount of Nine Hundred Dollars (\$900) on the first day of each calendar month, starting on the Commencement Date (the “**License Fee**”).

- a. If the Commencement Date falls on a date that is not the first day of a calendar month, the License Fee for the partial month will be prorated based on the number of days in that calendar month.
- b. Commencing on January 1, 2017, and on each January 1 thereafter during Licensee's use 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.
- c. 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: Finance, 455 Golden Gate Avenue, 6th Floor, San Francisco, California 94102-3688, and shall reference Facility No. "07-D1".

- d. If the License Fee is not received by the Judicial Council within ten (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 of the License Fee, or Fifty Dollars (\$50), whichever amount is greater.

7. **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 Judicial Council. 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. **Improvements.** The Licensee will not make any improvements or alterations of any kind to 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 Judicial Council, which approval will be given or withheld in the sole discretion of the Judicial Council. Licensee may only make improvements or alterations to the Premises that are approved by the Judicial Council, in compliance with law and at the Licensee's sole cost and expense. Unless otherwise agreed in writing by Licensee and the Judicial Council, all improvements or alterations that are approved by the Judicial Council and made by the Licensee will be the property of the Judicial Council and will remain in and a part of the Premises when the License expires, terminates or is abandoned. If Licensee and the Judicial Council agree that Licensee shall or may at any time remove any Judicial Council-approved improvements or alterations, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee, including the cost to repair any damage done to the Property in removing those improvements and alterations. Improvements or alterations that are not approved by the Judicial Council, but that are nevertheless installed by or on behalf of the Licensee, may be removed by the Judicial Council at the Licensee's sole expense, including any costs associated with repair of any damage done to the Property in removing those improvements or alterations. Unless previously approved in writing by the Judicial Council, Licensee shall not (i) post signs or banners on any part of the Property, or (ii) alter any existing structures or improvements in

or on the Property, or (iii) install stakes, poles, or other materials of any kind into any hardscape or landscape on the Property.

- c. **“AS-IS”.** The Premises are licensed to Licensee in its “AS-IS” condition and the Judicial Council has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Premises during the period of Licensee’s use of the Premises.
- d. **Laws and Regulations.** In the exercise of any privilege granted by the 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 Judicial Council rules and regulations relating to the use of the Property that are provided to Licensee.
- e. **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 Premises; (ii) obstructing access to the Premises; (iii) interfering with the transaction of Court business; (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 on the Premises.
- f. **Insurance.** The Licensee will, at all times during the period of Licensee’s use of the Premises, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in **Exhibit “A,”** which is attached to and made a part of the License.
- g. **Damage.** Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Judicial Council or the Court is responsible in the exercise of the privilege granted by the License without the prior written consent of the Judicial Council 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 Judicial Council.
- h. **Indemnification.** The Licensee shall indemnify, defend and hold the Judicial Council and the Court, and their respective judicial officers, employees and agents harmless from the Licensee’s share of any and all claims, costs and liability for, including without limitation, any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors, or omissions of the Licensee, its officers, agents or employees in using the Property pursuant to this License except to the extent caused or contributed to by the negligent acts, errors, or omissions of the Judicial Council or the Court. Licensee’s

indemnification under this section shall survive the termination or expiration of the License.

- i. **Licensee's Personal Property.** The Licensee will be solely responsible for any risk of loss, damage to, or destruction of the Licensee's personal property located on the Property. Judicial Council shall not be responsible for any damage to or destruction of any personal property of Licensee, its employees or invitees, or 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 Property must be removed promptly upon expiration, termination, or abandonment of the License. Any property of the Licensee not removed within that time may be removed, stored, or disposed of by the Judicial Council at the expense of the Licensee, in accordance with due process of law.
- j. **Expense.** Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of the License shall be assumed and discharged by Licensee.
- k. **Future Requirements.** In addition to the terms of the License, the Judicial Council shall have the right to impose reasonable rules and requirements for use of the Property from time to time, and the Licensee shall promptly and continuously comply with any such further rules and requirements as the Judicial Council may hereafter impose and deliver to Licensee.
- l. **Attempted Variations.** There shall be no variation or departure from the terms of the License without the prior written consent of the Judicial Council.
- m. **Surrender.** Upon the expiration or termination of the License, the Licensee shall surrender the Premises to the Judicial Council 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 the License or as otherwise agreed in writing by the Judicial Council and the Licensee.
- n. **Notices.** Any notices required or permitted to be given under the terms of the License must be in writing and may be: (a) personally delivered; (b) mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) 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
Real Estate and Facilities Management
Attention: Portfolio Administration Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-5334
Fax: 415-865-8885

With a copy to: Judicial Council of California
Real Estate and Facilities Management
Attention: Manager, Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Fax: 415-865-8885

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

Judicial Council of California
Finance
Attention: Manager, Business Services
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688
Voice: 415-865-7989
Fax: 415-865-4326

If to the Licensee: Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, California 94553
Attention: David Silva
Voice: 925-313-2132
Fax: 925-646-0288

8. 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 entrances, exits, foyers, corridors, offices, parking lot 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- and Alcoholic Beverage-Free Environment.** The Licensee will not knowingly permit any person under the influence of an alcoholic beverage or any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" to enter upon the Property. The possession, sale, or use of any "controlled substance" (except when permitted by law) and the sale or use of any alcoholic beverage on the Property is prohibited.
- d. **No Weapons and Explosives.** The Licensee, its employees and invitees, while on the Property shall refrain 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.

9. **General Provisions.**

- a. **No Assignment.** The License is personal to Licensee. Licensee shall not assign or otherwise transfer the 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 Judicial Council, which consent will be given or withheld by the Judicial Council 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 race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 and Labor Code section 1735, Title VII of the Civil Rights Act of 1964, the California Unruh Civil Rights Act, and the Americans With Disabilities Act of 1990.

- c. **Governing Law.** The 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 the License or any memorandum of the License be recorded with the County Recorder's Office, nor will the Licensee have a claim to any right or interest in the Property other than as specifically provided for in the License.
- e. **Relationship of the Parties.** The Licensee and the Judicial Council hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under the 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 the License between Licensee and any of the State, the Judicial Council, or the Court. Neither Licensee nor the Judicial Council, nor any other person or entity performing services on behalf of either Party pursuant to the License, will have any right or claim against the other Party under the 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 the License.** The Licensee and the Judicial Council each certifies that the individual(s) signing the License on its behalf has authority to execute the License on its behalf and may legally bind it to the terms and conditions of the License and **Exhibit "A"** hereto.
- g. **No Relocation Assistance.** The Licensee acknowledges that upon any termination of the License, Licensee is not entitled to any relocation payment or advisory assistance of any type from the State of California, the Judicial Council, or the Court.
- h. **Severability.** If any term, provision, covenant, or restriction in the License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants and restrictions of the 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 Judicial Council that they would have executed the remaining terms, provisions, covenants, and restrictions set forth

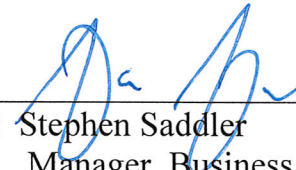
in the License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

ACCEPTED AND AGREED TO:

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

By: _____
Name : Julia R. Bueren
Title: Director of Public Works
Date: _____

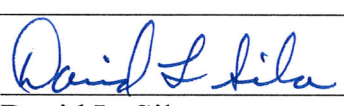
JUDICIAL COUNCIL OF CALIFORNIA

By:  _____
Name: Stephen Saddler
Title: Manager, Business Services
Date: 12/8/15

RECOMMENDED FOR APPROVAL:

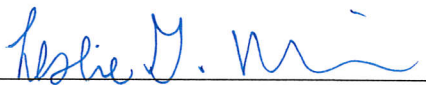
By:  _____
Karen Laws
Principal Real Property Agent

Date: _____

By:  _____
David L. Silva
Supervisory Real Property Agent
Date: 12-10-15

APPROVED AS TO FORM:

Judicial Council of California
Legal Services

By:  _____
Name: Leslie G. Miessner
Title: Supervising Attorney
Date: 12/7/15

APPROVED AS TO FORM:

SHARON L. ANDERSON, County
Counsel

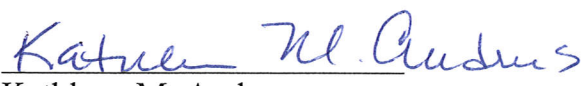
By:  _____
Kathleen M. Andrus
Deputy County Counsel

EXHIBIT "A"
INSURANCE REQUIREMENTS

1. General Requirements

- A. During the period of time the Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are approved to do business in the State of California. Licensee's obligation to provide the insurance may be satisfied, in whole or in part, by any self-insurance or deductible maintained by the Licensee, or by Licensee's participation in a joint powers authority established for the purpose of pooling self-insured claims.
- B. If the insurance requirements of this Exhibit A are satisfied by commercial insurance or participation in a joint powers authority then before commencement of its use, Licensee will provide the Judicial Council with certificates of insurance, on forms acceptable to the Judicial Council, as evidence that all required insurance is in full force and effect. The certificate of insurance will clearly indicate the following:
 - i. List as additional insureds with respect to liability assumed by Licensee under the terms of this Agreement: The State of California, Judicial Council of California, and the Superior Court of California, County of Contra Costa including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
 - ii. That the insurance policy being referenced will not be materially changed or cancelled without 30 days' notice to the Judicial Council; and
 - iii. That the insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State, Judicial Council, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
 - iv. The Certificate Holder is as follows:

Judicial Council of California
Capital Program
455 Golden Gate Street, 8th Floor
San Francisco, CA 94102
Attention: Maria Topete, Risk Management Unit
Fax: (415) 865-8885

- v. That the Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Property.
- C. If the Licensee is self-insured for the risks otherwise covered by the required insurance policies, the Licensee will provide Judicial Council, in a manner acceptable to the Judicial Council, written evidence of financial responsibility for the financial consequences resulting from an indemnified loss as provided for under Section 7.h of the License.
- D. Licensee shall provide the Certificate of Insurance, or evidence of self-insured financial responsibility, to the Judicial Council as set forth in Section 7.n on or before the Commencement Date.

2. Insurance Requirements

Before the commencement of the use of the Property authorized by the terms of the License, Licensee will furnish to the Judicial Council written verification that the following insurance is in force:

- A. Commercial General Liability. Commercial General Liability Insurance written on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$1,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of Property, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.
- B. Commercial Automobile Liability. When an automobile is used in connection with the use of the Property, Automobile liability insurance with limits of not less than \$1,000,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the License.