

SEVENTH AMENDMENT
TO
REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Sixth Amendment ("Sixth Amendment"), dated as of _____, 2019 ("Effective Date") is by and between the COUNTY OF SONOMA, a political subdivision of the State of California ("County"), and THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY, a standing committee of the California State Legislature ("Licensee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Agreement (as defined below). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

RECITALS

WHEREAS, County and Licensee entered into that certain Revocable License Agreement for Use of County Facilities, dated November 5, 2007 ("Original Agreement") for use of a portion of certain real property located at 11 English Street, Petaluma ("Premises"), commonly known as the Petaluma City Hall ("Building"), and being further described as APN 008-095-001; and

WHEREAS, County and Licensee entered into that certain First Amendment to License dated January 27, 2009 ("First Amendment"), whereby, the term of the Original Agreement was extended to December 31, 2010; and

WHEREAS, County and Licensee entered into that certain Second Amendment to License dated January 11, 2011 ("Second Amendment"), whereby, the term of the Original Agreement was extended to December 31, 2012; and

WHEREAS, County and Licensee entered into that certain Third Amendment to License dated March 4, 2013 ("Third Amendment"), whereby, the term of the Original Agreement was extended to December 31, 2014; and

WHEREAS, County and Licensee entered into that certain Fourth Amendment to License dated January 6, 2015 ("Fourth Amendment"), whereby the term of the Original Agreement was extended to December 31, 2016, and the Premises and Consideration were redefined; and

WHEREAS, County and Licensee entered into that certain Fifth Amendment to License dated December 22, 2016 ("Fifth Amendment"), whereby the term of the Original Agreement was extended to December 31, 2018, and the Consideration was redefined, and

WHEREAS, County and Licensee entered into that certain Sixth Amendment to License dated February 1, 2017 ("Sixth Amendment"), whereby an additional six-month option ("Extension Option") was provided to extend the term effective January 1, 2019 through June 30, 2019 ("Option Period"), and Licensee properly exercised its six-month option ("Option Notice") to extend the term through June 30, 2019; and

WHEREAS, the Original Agreement as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Option Notice is hereafter referred to as the "Agreement"; and

WHEREAS, County and Licensee desire to further amend the Agreement in order to: i) extend the term through December 31, 2020, and to provide for an additional six-month option period; ii) specify consideration, and iii) make other modifications.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

AGREEMENT

1. Effective as of the Effective Date of this Seventh Amendment, the Agreement is hereby amended as follows:

A. Section 4 of the Agreement is hereby deleted and replaced with the following language:

"4. Term. The term of this Agreement shall commence on November 5, 2007 ("Commencement Date"), and expire at midnight on December 31, 2020, unless earlier terminated in accordance with Section 21 below. Licensee shall have one (1), six-month option ("Extension Option") to extend the term effective January 1, 2021 through June 30, 2021 ("Option Period"), upon forty-five (45) days' prior written notice to County."

B. Section 5 of the Agreement is hereby deleted and replaced with the following language:

"5. Consideration. In consideration of this Agreement, Licensee agrees to pay to County the following amounts:

11/05/07 through 12/31/08	\$450.00 per month
01/01/09 through 12/31/09	\$463.00 per month
01/01/10 through 12/31/10	\$477.41 per month
01/01/11 through 12/31/11	\$491.73 per month
01/01/12 through 12/31/12	\$506.48 per month
01/01/13 through 12/31/13	\$521.67 per month
01/01/14 through 12/31/14	\$537.32 per month
01/01/15 through 12/31/15	\$276.72 per month
01/01/16 through 01/30/17	\$285.02 per month
02/01/17 through 12/31/20	\$100.00 per month.

In the event that Licensee exercises its Extension Option pursuant to Section 4 of this Agreement, consideration shall be \$100.00 for the Option Period of January 1, 2021 through June 30, 2021.

All fees due hereunder shall be paid by Licensee on the tenth (10th) day of each calendar month, without notice, demand or offset, to the County of Sonoma, General Services Department, Attn: Facilities Development & Management Division, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403, or at such other place or place as may from time to time be designated by County. The obligation of Licensee to pay amounts due under this Agreement is contingent upon the appropriation and approval of funds for that purpose. Any consideration that is not paid under this Section 5 for that reason shall be paid by Licensee as soon as funds are appropriated and approved for that purpose."

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits, is, and shall continue to be, in full force and effect, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any right of County arising thereunder.

3. This Seventh Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Seventh Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS SEVENTH AMENDMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment as of the Effective Date.

LICENSEE: ASSEMBLY COMMITTEE ON RULES, CALIFORNIA
STATE ASSEMBLY, a standing committee of the
California State Legislature

By: 

Print Name: Debra Gravert

Title: Chief Administrative Officer

COUNTY: COUNTY OF SONOMA, a political subdivision of
the State of California

By: _____

Caroline Judy, Director
Department of General Services

The General Services Director is authorized to sign this Seventh Amendment, pursuant to Board of Supervisors Summary Action dated _____, 2019.

APPROVED AS TO FORM
FOR COUNTY:


Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO CONTENT
FOR COUNTY:

Marc McDonald
Real Estate Manager

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____