

Memorandum of Understanding

Between
The County of Santa Barbara
And
Santa Barbara Superior Courts

THIS MEMORANDUM OF UNDERSTANDING, (hereafter, MOU,) is made by and between the County of Santa Barbara (CSB) and Santa Barbara Superior Courts (SC) wherein the parties agree to designate 22 exclusive-use parking spaces for judicial officers and executive court staff at the Cook and Miller Court Campus in Santa Maria.

WHEREAS, CSB and SC share responsibility (including possession, occupancy, use, and operation) for real property known as the "Cook and Miller Campus" in Santa Maria, the terms of which, are summarized in a Transfer Agreement and a Joint Occupancy Agreement between CSB and the Judicial Council of the California, Administrative Office of the Courts dated November 26, 2008; and

WHEREAS, the aforementioned Transfer Agreement and Joint Occupancy Agreement specify that 11 parking spaces are reserved for judicial officers of the court and that the costs and expenses of the operation of the parking lot is the responsibility of the Administrative Office of the Courts; and

WHEREAS, SC has requested that an additional 11 parking spaces for a total of 22 parking spaces be made exclusively available for judicial officers and executive court staff and that the proper legal steps be taken by CSB so that enforcement can occur on the exclusive-use restrictions placed on those parking space; and

WHEREAS, the Board of Supervisors of CSB has agreed that 22 spaces are necessary for exclusive use by judicial officers and executive court staff and have adopted a resolution to establish restrictive parking for those spaces; and

WHEREAS, to delineate the responsibilities for enforcing the restrictions and to properly align this arrangement with the aforementioned Transfer Agreement and Joint Occupancy Agreement, this MOU has been agreed upon by the parties.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties, hereby, agree as follows:

1. A map of the parking lot for the Cook and Miller Campus is attached as Exhibit "A" and the 22 spaces are shown and labeled "court". These 22 spaces are inclusive of the 11 spaces granted in the Transfer Agreement and Joint Occupancy Agreement.
2. The cost to manufacture and install the necessary signage in accordance with the Resolution adopted by CSB and the relevant section of the Vehicle Code is the responsibility of SC.
3. Enforcement of the restrictive parking spaces is the responsibility of SC. SC shall contact the Santa Barbara County Sheriff's Office or other appropriate law

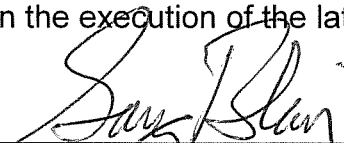
**MOU the County of Santa Barbara and Santa Barbara Superior Courts
Agreement for 22 Exclusive-Use Parking Spaces**

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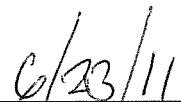
enforcement agency.

4. CSB shall have the right to relocate the spaces to other spaces mutually agreed upon by CSB and SC should the spaces be needed by CSB for some other purpose.
5. CSB shall have the right to eliminate 11 of the 22 spaces should it be determined that the parking needs of the Campus are not being sufficiently met due to the exclusive use of these spaces.
6. This MOU shall expire if the Transfer Agreement is amended for any reason.
7. Notwithstanding hazardous substance provisions in the aforementioned Transfer Agreement and Joint Occupancy Agreement, SC shall not manufacture or generate hazardous wastes within the parking spaces. SC shall be responsible for any hazardous wastes, substances or materials (as defined under federal, state or local law, regulation, or ordinance) that are manufactured, generated, used, placed, disposed, stored, or transported by SC, its agents, employees, or designees within the parking spaces during the term of this MOU and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. SC shall notify SBC and the appropriate governmental emergency response agency (ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.
8. SBC and SC agree that the insurance and indemnification provisions in the aforementioned Transfer Agreement and Joint Occupancy Agreement, incorporated herein by this reference, shall apply to the use of the parking spaces designated in this MOU.
9. SC shall not permit any parking spaces designated herein to be used by any person other than Superior Court Judges or staff.
10. SBC may terminate this MOU and the right granted hereunder upon 90 day written notice provided to SC.

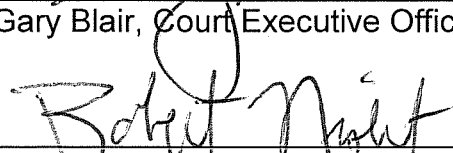
IN WITNESS WHEREOF, the parties have executed this agreement to be effective upon the execution of the latter party.



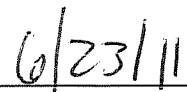
Gary Blair, Court Executive Officer



Date



Bob Nisbet General Services Director



Date

**Santa Barbara Superior Court
PARKING DIAGRAM
Santa Maria Court Complex**
Revised as of 1/7/2011



Notes

- 57 Parking Spaces are within the construction zone.
- We currently have "No Parking" signs posted on the West exterior wall of Bldg E.

