



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

For the benefit of: Superior Court of California, County of Santa Barbara

Location of Premises: 1019 Garden St., Santa Barbara, CA 93101

LEASE AGREEMENT

1. **Parties.** This Lease (“**Lease**”) dated _____, 2015, is made by and between the Judicial Council of California (the “**Lessee**”), and the County of Santa Barbara (the “**Lessor**”). Lessee and Lessor may hereinafter be collectively referred to as the “**Parties**” or individually as a “**Party**.”

2. **Premises.** Lessor owns that certain parcel of real property which is a surface parking lot used by Lessor for employee parking, and a portion of which is used by Lessee for juror parking; and is located at 1019 Garden Street, in the State of California, County of Santa Barbara, City of Santa Barbara (the “**Premises**”), as shown on Exhibit “**A**,” attached hereto and incorporated herein by reference.

3. **Lease of Parking Spaces.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, up to forty (40) non-dedicated parking spaces, as available on an undesignated first-come, first-served basis, hereinafter referred to as “**Juror Parking Spaces**,” for the benefit of the Superior Court of California for the County of Santa Barbara (the “**Court**”). It is expressly understood that pursuant to the Transfer Agreement dated May 6, 2008, between the Lessee and the Lessor, the Lessor is obligated to provide Off-Site Court Parking in the County Parking Lot (as defined in the Transfer Agreement), separate from the Juror Parking Spaces that are the subject of this lease. The Off-Site Court Parking which the Lessor is obligated to provide to the Court, at no cost to Lessee or the Court, is composed of thirty five (35) permits for dedicated Court parking spaces and forty six (46) permits for undesignated first-come, first-served Court parking spaces.

4. **Administration and Enforcement.** The provisions of this Lease shall be administered and enforced on behalf of Lessor by the Director of the Santa Barbara County General Services Department (hereinafter “**Director**”) or designee, and on behalf

of Lessee by Portfolio Administration Analyst (hereinafter “**Portfolio Administrator**”), or designee.

5. **Term.** This Lease will be effective upon the date of its execution, but its term (the “**Initial Term**”) commenced on July 1, 2014 (“**Commencement Date**”), and continue for sixty (60) months ending on June 30, 2019 (“**Expiration Date**”), subject to such early termination or options to extend as set forth herein. Lessee will have the right to extend its tenancy beyond the Initial Term for three (3) additional successive optional extension terms of twelve (12) months each on the same terms, covenants, and conditions (except as to the number of remaining option terms) as are contained in this Lease (each, an “**Extension Term**”). Lessee will exercise each option, by giving written notice to Lessor not less than sixty (60) days prior to the expiration of the then-current term.

6. **Rent.** In exchange for the forty (40) Juror Parking Spaces provided to Lessee by Lessor, Lessee agrees to pay to Lessor a sum not to exceed the actual cost to Lessor of up to twenty (20) parking spaces (“**County Parking Spaces**”) in the City of Santa Barbara-owned parking lot known as the “**Granada Parking Structure,**” or \$3,000.00, whichever is less (“**Rent**”). It is understood that Lessor is re-locating parking spaces for approximately forty (40) of Lessor’s employees from the Premises to the Granada Parking Structure to provide Lessee with the Juror Parking Spaces, and Lessee is reimbursing Lessor for approximately one-half (1/2) of the cost of monthly parking passes for those forty (40) employees at the Granada Parking Structure. Rent for any partial month will be prorated based on the actual number of days of the month. All rent shall be payable by State of California warrants or any other warrant from any account utilized by Lessee.

During the Term of the Lease, Lessee shall pay to Lessor in arrears on the last day of each month, beginning on the first full month following the Commencement Date, estimated monthly rent of \$3,000.00 per month (“**Estimated Rent**”). At the end of each Lease year, Lessor shall provide Lessee with an annual statement which includes i) the number of parking passes purchased by Lessor for each month of the past Lease year for use by Lessor’s employees at the Granada Parking Structure, ii) the total cost per month to Lessor for those parking passes; iii) the total Estimated Rent paid by Lessee during that same period; and iv) the amount of overpayment, if any, of Estimated Rent. If Lessor’s total cost for County Parking Spaces is less than the total Estimated Rent paid by Lessee, then Lessee shall apply the amount of the overpayment (“**Rent Credit**”) to future monthly Estimated Rent until the Rent Credit is exhausted. At the end of the Lease Term, or Extension Term, Lessor will issue a payment to Lessee for any overpayment of Rent. Lessor shall use its best efforts to minimize the number of parking passes purchased at the Granada Parking Structure for use by its employees. In the event Lessor’s monthly cost for each County Parking Space at the Granada Parking Structure increases, Lessee’s maximum monthly rent payment will be no greater than \$3,000.00.

7. **Use.** The forty (40) non-dedicated parking spaces shall be located on the Premises, and shall be used by Court jurors, as available on an undesignated first-come, first-served basis, and for no other purpose.

8. **Alterations.** Lessee will not make or allow any alterations, installations, additions, or improvements in or to the Premises.

9. **Utilities.** Lessor will provide, or cause to be provided, and pay for all utility services, including, but not limited to, water, natural gas, electrical, lighting, refuse collection and sewer services, but not telephone or telecommunications, as may be required in the maintenance, operation and use of the Premises.

10. **Repairs and Maintenance.** Lessor will at Lessor's sole expense, repair and maintain in good order and condition (reasonable wear and tear excepted) all portions of the Premises, including all systems and equipment.

11. **Compliance with Laws.** Lessor warrants and represents that the Premises and all improvements on the Premises comply with all applicable Federal, State, and local laws, regulations, ordinances, codes, and orders including the Americans with Disabilities Act and similar State and local laws addressing accessibility by individuals with disabilities.

12. **Real Property Taxes.** Lessor will, during the Initial Term and any Extension Term, pay all real property taxes and general and special assessments levied against the Premises which it has the duty to pay, within the time allowed by the taxing authorities in order to avoid penalty.

13. **Hazardous Material.** Lessee agrees that it will not use, generate, store, or dispose of any Hazardous Material (defined herein) on, under, about, or within the Premises in violation of any law or regulation. Lessor represents, warrants and agrees that (a) neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any Hazardous Material on, under, about, or within the Premises in violation of any law or regulation, that have not been or are not being remedied or addressed, and (b) Lessor will not, and will not permit any third party to use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Premises in violation of any law or regulation. As used in this Section, "**Hazardous Material**" will mean any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation.

14. **Indemnification.**

14.1 Indemnification Obligation of Lessor. Lessor will and does indemnify, defend, and hold harmless Lessee Parties (defined below), from and against any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable attorneys' fees and costs arising from (a) bodily injury to or death of persons in, on, or about the Premises, whether that bodily injury or death is sustained by a third party or by an officer, agent, or employee of Lessee, where and to the extent arising from the willful misconduct or negligent acts, errors, or omissions of Lessor, (b) Lessor's possession, operation, management, maintenance, and repair of, or responsibility for, the Premises on and after the Commencement Date, except to the extent arising from Lessee's negligence or willful misconduct, or (c) the breach of any covenant or warranty made under this Lease.

14.2 Indemnification Obligation of Lessee. Lessee will and does indemnify, defend, and hold harmless Lessor Parties (defined below) from and against any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable attorneys' fees and costs arising from (a) bodily injury to or death of persons in, on, or about the Premises, whether that bodily injury or death is sustained by a third party or by an officer, agent, or employee of Lessor, where and to the extent arising from the willful misconduct or negligent acts, errors, or omissions of Lessee, (b) Lessee's possession, operation, management, maintenance, and repair of, or responsibility for, the Premises on and after the Commencement Date, except to the extent arising from Lessor's negligence or willful misconduct, and (c) the breach of any covenant or warranty made under this Lease.

14.3 Definition of "Lessee Parties" and "Lessor Parties." "Lessee Parties" refers singularly and collectively to the Judicial Council of California and the Superior Court and their respective officers, judicial officers, agents, guests, including jurors, and employees. "Lessor Parties" refers singularly and collectively to the County of Santa Barbara and their respective officers, judicial officers, agents, guests, and employees.

14.4 Survival of Indemnification. This section 14 will survive the expiration or earlier termination of this Lease until all claims involving any of the indemnified matters are either concluded by the Parties or fully, finally, and absolutely barred by the applicable statutes of limitations.

15. Insurance. Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement. If the insurance requirements of Lessor are satisfied by commercial insurance or participation in a joint powers authority then Lessor shall provide the Judicial Council with verification of insurance, on forms acceptable to the Judicial Council, as evidence that all required insurance is in full force and effect.

16. Damage and Destruction. If the Premises are, in whole or in part, damaged or destroyed then: (a) if wholly damaged or destroyed so that all of the Premises are rendered unusable for the purpose intended herein then upon either party's election and notice to the other party, which notice must be delivered within thirty (30) days of such damage or destruction, this Lease shall then terminate and Lessee shall be liable for the rent only up to the time of such destruction; but (b) if only partially damaged or destroyed and still usable for the purpose intended herein (or if neither party shall elect to terminate this Lease pursuant to (a) above), Lessor shall, within a reasonable time, repair the Premises with a proportional abatement of rent from the time of such partial destruction until the Premises are again as fully usable by Lessee as it was before such partial damage or destruction. If the Premises are partially damaged or destroyed within three (3) months prior to the expiration of the Initial Term or any Extended Term, then Lessor or Lessee may elect to terminate this Lease, and Lessee shall be liable for rent only up to the time of such damage or destruction. A decision as to whether the destroyed Premises are still usable for the purpose intended shall be reasonably made jointly by the parties and, if they cannot agree, by a mediator reasonably acceptable to both Parties. The Parties waive the provisions of California Civil Code sections 1932(2) and 1933(4).

17. Eminent Domain. If all or any portion of the Premises are condemned or transferred in lieu of condemnation, Lessor or Lessee may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Lessor shall be entitled to all compensation that may be paid in connection with the taking except for any portion specifically awarded to Lessee for moving expenses, fixtures, or equipment.

18. Default and Remedies.

18.1 Default. Each of the following will constitute an event of default under this Lease:

(a) Lessee's failure to pay any amount in full when it is due under the Lease following fifteen (15) days written notice from Lessor to Lessee, provided, however, if Lessee is unable to pay rent or any other amount due hereunder because of the State of California's failure to timely approve and adopt a State budget, no breach or event of default will be deemed to have occurred provided Lessee promptly pays any previously due and unpaid rent upon approval and adoption of the State budget.

(b) Lessee's failure to observe or perform any other provision of this Lease, or the breach of any of Lessee's representation or warranty hereunder, if such failure or breach continues for thirty (30) days after written notice from Lessor of the failure or breach specifying in reasonably sufficient detail the nature of the failure or breach; but if the default is such that it is capable of being cured, but cannot be completely cured within the thirty (30) day period, Lessee will not have defaulted if

Lessee begins to cure within the thirty (30) day period and diligently performs the cure to completion.

(c) Lessor's failure to comply with any term, condition or covenant of this Lease will constitute an event of default by Lessor under the Lease if the failure continues for thirty (30) days after the giving of written notice thereof by Lessee to Lessor. If the required performance cannot be completed within thirty (30) days, Lessor's failure to perform will constitute an event of default under the Lease unless Lessor undertakes to cure the failure within thirty (30) days and diligently performs the cure to completion.

18.2 Lessor's Remedies. Upon the occurrence of an event of default by Lessee, Lessor, in addition to any other rights or remedies available to Lessor at law or in equity, will have the right to terminate this Lease by giving Lessee written notice thereof and to recover from Lessee the aggregate sum of (a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination, (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Lessee proves could have been reasonably avoided, and (c) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. Lessor shall not under any circumstance have the right to accelerate any rent that falls due in future rental periods or otherwise declare any rent not then in default to be immediately due and payable.

18.3 Lessee's Remedies. Upon the occurrence of an event of default by Lessor, Lessee, in addition to any other rights or remedies available to Lessee at law or in equity, will have the right to elect to terminate the Lease.

19. Quiet Enjoyment. Lessor represents and warrants that Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that Lessee, upon the faithful performance of all of the terms, conditions, and obligations of Lessee contained in this Lease, will peaceably and quietly hold and enjoy the Juror Parking Spaces upon the terms, covenants, and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof.

20. Surrender. Lessee will, after the last day of the term of any extension thereof or upon any earlier termination of such term, surrender and yield up to Lessor the Premises in good order, condition, and state of repair, reasonable wear and tear excepted.

21. Authority. The Parties represent and warrant that the signatories to this Lease are each authorized to execute this Lease on behalf of their respective Party, and that no additional signatures are required to carry out the duties contemplated herein.

22. Holding Over. Any holding over by Lessee after the expiration of the Initial Term (if not extended) or the last Extension Term exercised will be deemed a month-to-month tenancy upon the same terms and conditions as set forth in this Lease.

23. Notices. Every notice required by this Lease shall be delivered either by (a) personal delivery (including delivery by an overnight courier service which obtains confirmation of receipt) or (b) postage prepaid return receipt requested certified mail addressed to the Party for whom it is intended at the addresses given below. A Party may change its address by written notice to the other Party.

If to Lessor:

County of Santa Barbara
Department of General Services
Attn: Director
105 East Anapamu Street, Room 108
Santa Barbara, CA 93101
Voice: 805-568-2626
Fax: 805-568-2663

with a copy to:

County of Santa Barbara
Office of the County Counsel
105 East Anapamu Street, Suite 201
Santa Barbara, CA 93101
Voice: 805-568-2950
Fax: 805-568-2982

If to Lessee:

Judicial Council of California
Real Estate and Facilities Management
Attn: Portfolio Administration Analyst
455 Golden Gate Avenue, 8th floor
San Francisco, CA 94102-3688
Telephone: 415-865-4053
Fax: 415-865-8885

with a copy to:

Judicial Council of California
Real Estate and Facilities Management
Attn: Manager, Real Estate
455 Golden Gate Avenue, 8th floor
San Francisco, CA 94102-3688
Telephone: 415-865-4048
Fax: 415-865-8885

In addition, all notices relating to termination of the Lease or an alleged breach or default by Lessee 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
Telephone: 415-865-7989
Fax: 415-865-4326

If to the County:

County of Santa Barbara
General Services Department
Attn: Director
105 East Anapamu Street, Room 108
Santa Barbara, CA 93101

All notices and correspondence to Lessee must reference the address of the Premises and the name of the entity occupying the Premises.

24. Miscellaneous

24.1 Waivers; Amendments. Any waiver of any right under this Lease must be in writing and signed by the waiving party. This Lease may be modified only in writing and only if signed by the parties designated in Section 4, Administration and Enforcement, hereof, at the time of the modification.

24.2 Binding on Successors. The terms and conditions herein contained will apply to and bind the heirs, successors in interest, executors, administrators, representatives, and assigns of all the Parties hereto.


24.3 Entire Lease; Severability. This Lease is the entire understanding between the parties relating to the subjects it covers. Any agreement or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are void. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

24.4 Governing Law. This Lease will be governed and construed in accordance with the laws of the State of California.

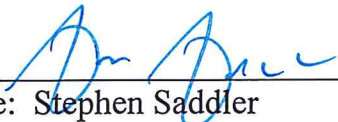
[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates specified below their respective signature.

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

By: 
Name: Patrick L. Enright
Title: Attorney
Date: 5/7/15

LESSEE: JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Stephen Saddler
Title: Manager, Business Services
Date: 5/8/15

COUNTY:
COUNTY OF SANTA BARBARA

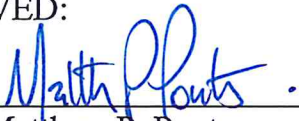
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Name: Janet Wolf
Title: Chair, Board of Supervisors

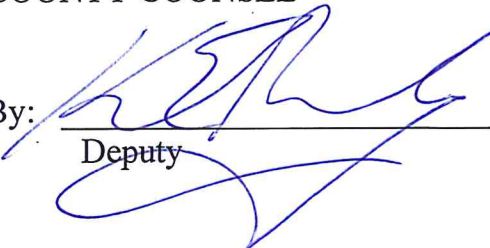
By: _____
Deputy

Date: _____

APPROVED:

By: 
Name: Matthew P. Pontes
Title: Director, General Services Department


APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy

APPROVED:

By: 
Name: Don Grady, Esq.
Title: Real Property Manager

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED:

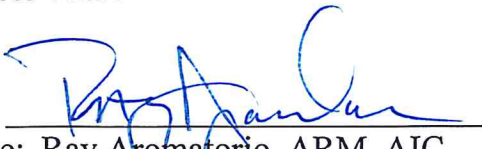
By: 
Name: Ray Aromatorio, ARM, AIC
Title: Risk Manager

EXHIBIT "A"

PREMISES

