

**Attachment 1**

**ATTACHMENT 1**

**Lease Agreement**



**Judicial Council of California  
Facilities Services  
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 Street, Santa Barbara, California  
JCC Facility ID No. 42-B3; County File No.: 003728

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**LEASE AGREEMENT**

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**THIS LEASE AGREEMENT** (hereinafter “Lease”) is made by and between the:

Judicial Council of California (the “**Lessee**”),  
for the benefit of the Superior Court of  
California, County of Santa Barbara (the  
“**Court**”),

and

County of Santa Barbara (the “**Lessor**”) a  
political subdivision of the State of  
California,

with reference to the following:

This Lease”) is made as of \_\_\_\_\_, 2022 (“**Effective Date**”) by and between the  
**Lessee**”), for the benefit of the “**Court**”; and the **Lessor**.

WHEREAS, Lessor and Lessee entered into that certain Lease dated June 2, 2015, which  
commenced on July 1, 2014, and continued until June 30, 2019, and provided the Lessee three (3)  
additional successive optional extensions terms of twelve (12) months.

WHEREAS On March 21, 2019, the Judicial Council extended the Initial Term for twelve  
(12) months, until June 30, 2020 (“**First Extension Term Option Notice**”).

WHEREAS On May 29, 2020, the Judicial Council extended the Initial Term for twelve (12)  
months, until June 30, 2021 (“**Second Extension Term Option Notice**”).

WHEREAS On March 12, 2021, the Judicial Council extended the Initial Term for twelve  
(12) months, until June 30, 2022 (“**Third Extension Term Option Notice**”).

WHEREAS Lessor and Lessee now desire to enter into a new Lease commencing July 1,  
2022 and ending on June 30, 2023, with two (2) six (6) months options.

**NOW, THEREFORE,** for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Lessee and Lessor hereto agree as follows:

**1. Parties.** This Lease with aforementioned Effective Date, 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) parking spaces, thirty-five (35) parking spaces dedicated for jurors and five (5) additional non-dedicated parking spaces. All 40-parking spaces are available on an undesignated first-come, first-served basis to the jurors, 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). The Off-Site Court Parking which the Lessor is obligated to provide to 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, 2022 ("**Commencement Date**"), and continue for twelve (12) months ending on June 30, 2023 ("**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 two (2) additional successive optional extension terms of six (6) 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 for damages caused by the Lessor's sole negligence or willful misconduct.

**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.**

**15.1** Lessor 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.

**15.2** Lessor acknowledges and accepts that Lessee does not maintain commercial insurance coverage for property, general liability, or motor vehicle claims, but instead addresses claims through its litigation management program authorized by Government Code section 912.7 and undertaken pursuant to rules 10.201 and 10.202 of the California Rules of Court. A Certificate of Participation for Lessee's litigation management program is attached hereto as **Exhibit "B"** and incorporated herein by reference.

**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 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  
Attention: Director  
260 N San Antonio Road  
Santa Barbara, CA 93110  
Voice: 805-568-2626  
Fax: 805-568-2663

with a copy to:

County of Santa Barbara  
Office of the County Counsel  
Attention: Chief Assistant  
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  
County Executive Office  
Attn: Fiscal & Policy Analyst  
105 East Anapamu Street, Suite 406  
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. Counterparts and Electronic Execution.** This Lease may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this Lease may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of the Lease, with such scanned and electronic signatures having the same legal effect as original signatures.

**25. Miscellaneous**

**25.1 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.

**25.2 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.

**25.3 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.

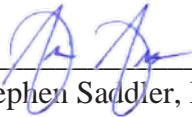
**25.4 Governing Law.** This Lease will be governed and construed in accordance with the laws of the State of California.


**[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**

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

**“LESSEE”  
JUDICIAL COUNCIL OF CALIFORNIA**

APPROVED AS TO FORM  
Judicial Council of California  
Legal Services

By:   
Stephen Saadler, Manager, Contracts

By:   
Kristin Kerr, Attorney

Date: June 27, 2022

Date: 6/27/22

**“LESSOR”  
COUNTY OF SANTA BARBARA**  
a political subdivision of the State of California

ATTEST  
MONA MIYASATO  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Joan Hartmann, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED:

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By:   
DocuSigned by:  
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Janette D. Pell, Director  
General Services Department

By:   
DocuSigned by:  
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Johanna L. Hartley, Deputy  
Deputy County Counsel

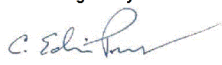
APPROVED

APPROVED AS TO FORM:  
GREG MILLIGAN  
CEO/RISK MANAGEMENT

By:   
DocuSigned by:  
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Julie Lawrence  
Real Property Manager

By:   
DocuSigned by:  
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Greg Milligan  
Risk Manager

APPROVED AS TO ACCOUNTING  
BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By:   
DocuSigned by:  
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C. Edwin Price, Jr.  
Deputy Auditor-Controller

# EXHIBIT "A"

## PREMISES

### PROPERTY IDENTIFICATION

#### INTRODUCTION

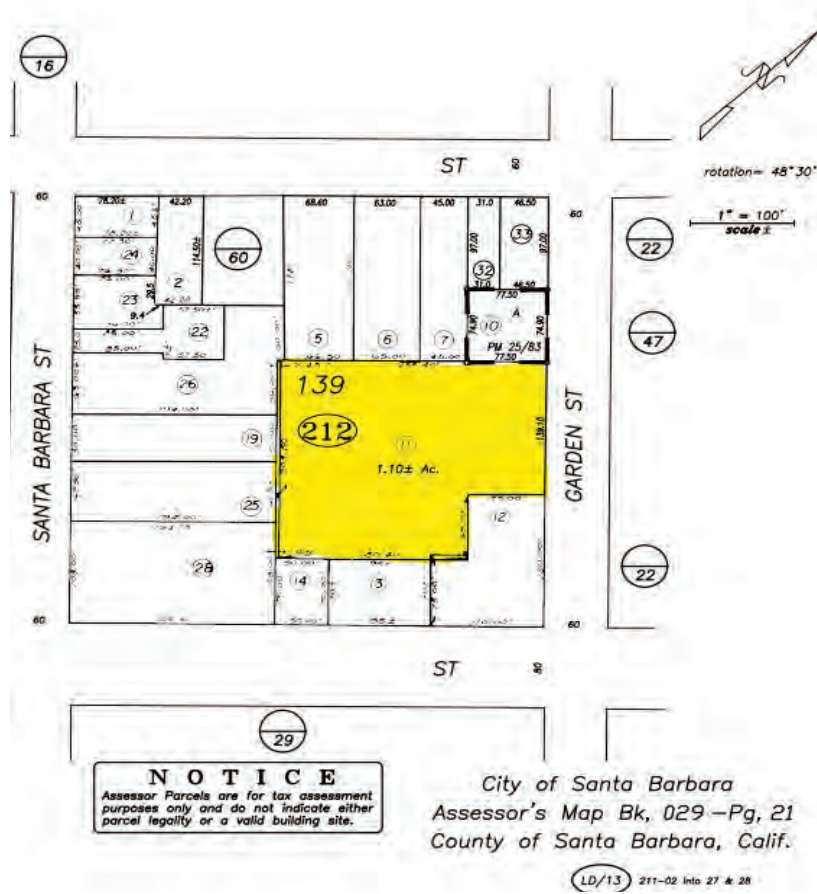
The subject property consists of commercially zoned parcel currently improved as a parking lot.

#### STREET ADDRESS

West Side Garden Street (Parcel 029-212-011)  
Santa Barbara, California

#### ASSESSOR'S PARCEL NUMBER

Book 29, Page 212, Parcel 11



**EXHIBIT “B”**  
**CERTIFICATE OF PARTICIPATION**

[See Next Pages]



## JUDICIAL COUNCIL OF CALIFORNIA

2860 Gateway Oaks Drive, Suite 400 • Sacramento, California 95833-4336

Telephone 916-263-7885 • Fax 916-263-1966 • TDD 415-865-4272

# MEMORANDUM

<p>To Garden Street Santa Barbara.</p> <p>From Maggie W. Stern, Attorney Legal Services</p> <p>Subject Certificate of Participation: California Judicial Branch Litigation Management Program</p>	<p>Action Requested Please Review and Retain</p> <p>Deadline N/A</p> <p>Contact Maggie W. Stern 916-643-8040 maggie.stern@jud.ca.gov</p>
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### A. Purpose of Memo

Please retain this memo as your proof of the Judicial Council and Superior Court of California, County of Santa Barbara’s (“**Court**”) participation in the Litigation Management Program of the judicial branch of the State of California.

### B. Overview

The Judicial Council and Court are each an entity of the judicial branch of the State of California. The Judicial Council of California established the Litigation Management Program to address litigation and claims against judicial branch entities,<sup>1</sup> including the superior courts. The program is administered pursuant to statutes and rules of court governing the management of litigation and claims against California judicial branch entities and judicial officers.

<sup>1</sup>“Judicial branch entities” are defined in section 900.3 of the Government Code as including the superior courts, the Courts of Appeal, the Supreme Court, and the Judicial Council of California. The requirements for actions against public employees, as set forth in sections 950 through 951 of the Government Code, apply to actions against employees of those judicial branch entities.

C. Applicable Statutes

Sections 811.9 and 912.7 of the Government Code codify the responsibility of the Judicial Council to provide representation, defense, and indemnification of the trial courts, and their judges, subordinate judicial officers, executive officers, and employees, in accordance with sections 810 through 995 of the Government Code. Section 965(c) codifies the responsibility of the State of California to pay settlements and judgments arising out of the activities of a judicial branch entity.

D. Applicable Rules of Court

The Litigation Management Program is administered in accordance with rules 10.14, 10.201, 10.202 and 10.203 of the California Rules of Court, which are promulgated under sections 811.9 and 912.7 of the Government Code. The rules require the Judicial Council's Legal Services office to manage and administer a program for investigating and resolving all claims and lawsuits affecting the courts.

E. Duration of Superior Court's Participation

The Judicial Council and Court's participation in the Litigation Management Program is mandatory and continues without interruption in accordance with the statutes and rules of court.