



**Judicial Council of California
Facilities Services
455 Golden Gate Avenue, San Francisco, CA 94102**

REVOCABLE, EXCLUSIVE LICENSE FOR THE USE OF REAL PROPERTY

This Revocable, Exclusive License for the Use of Real Property (“**License**”) is made and entered into, as of January 1, 2023, and is by and between the Judicial Council of California (“**Judicial Council**” or “**Licensor**”) and the County of Contra Costa (“**Licensee**” or “**County**”). In this License the Judicial Council and Licensee are sometimes referred to individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

A. The Judicial Council has jurisdiction over the facility (“**Building**”) located at 1010 Ward Street, Martinez, California, or the portion thereof that is the subject of this License, commonly known as the Jail Annex (Judicial Council #07-A4), collectively referred to herein as applicable as the “**Property**.”

B. The Property is occupied and used by the Superior Court of California, County of Contra Costa (“**Court**”), and managed by the Judicial Council.

C. Notwithstanding the foregoing, the Court’s occupancy and use of the Property **is** –or– **is not** shared with the County.

D. Licensee desires to obtain from the Judicial Council, and the Judicial Council desires to grant to Licensee, rights to access and use the portion of the Property set forth herein (“**Premises**”) for the purpose of the Office of the Public Defender maintaining and operating office space for client meetings and related purposes pursuant to the terms of this License.

E. The Judicial Council **is** –or– **is not** financing the construction of the Building through issuance of State Public Works Board (“**SPWB**”) lease revenue bonds (“**Bonds**”), which are in part secured by site and facility leases between the Judicial Council and SPWB pertaining to the Property (“**Bond Documents**”). If the Building is

subject to such Bond Documents as determined by the Judicial Council, then the Parties acknowledge and agree that the following provisions (“**Bond Provisions**”) apply to and govern this License; alternatively, if the Building is not subject to any Bond Documents, the following Bond Provisions are of no force or effect:

E-1. Bond Documents. This License is subordinate to the Bond Documents including, but not limited to, that certain Site Lease (“**Site Lease**”), that certain Facility Lease (“**Facility Lease**”), both dated as of [INTENTIONALLY OMITTED], entered into by and between the SPWB and Judicial Council, and any and all amendments, extensions, renewals, modifications, refinances, and replacements of the Site Lease and Facility Lease. The Site Lease was recorded in the Official Records of [INTENTIONALLY OMITTED] County on [INTENTIONALLY OMITTED], as Document No. [INTENTIONALLY OMITTED], and the Facility Lease was recorded in the Official Records of [INTENTIONALLY OMITTED] County on [INTENTIONALLY OMITTED], as Document No. [INTENTIONALLY OMITTED]. Copies of the Bond Documents are available upon request. The SPWB is not a party to this License; however, Licensee acknowledges that the SPWB shall enjoy the same protections and rights enjoyed by, but not the responsibilities, obligations, or liabilities of, the Judicial Council under this License.

E-2. Quiet Enjoyment. As a condition to issuing the Bonds, the SPWB required, among other things, that the Judicial Council and SPWB’s quiet enjoyment and beneficial use of the Building not be materially impaired at any time during the term of the Bond Documents.

E-3. Subordination. Notwithstanding any provision of the License to the contrary, all rights of control, use, occupancy, and enjoyment of the Premises by Licensee are hereby subordinate and subject to the rights, covenants, and obligations as set forth in the Bond Documents.

E-4. Consent of the SPWB. The grant of rights to Licensee in this License is conditioned upon the written consent of the SPWB to this License, and without this consent, as evidenced by SPWB’s signature below, this License is null and void.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing provisions of the Recitals are true and correct and are incorporated into this License by this reference.

2. Grant of License. The Judicial Council hereby grants to Licensee and its agents, employees, and invitees a revocable exclusive License to enter and use the Premises for the purposes, and at the times, set forth in this License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Property and the Premises, whether or not of record.

3. Description of Premises Licensed. The Premises consists of an approximately 80 square-foot room in the Building known as Room 19, as shown on **Exhibit “A”** attached hereto.

4. Commencement Date. This License shall be effective as of and commence on January 1, 2023 (“**Commencement Date**”) and shall continue until it is terminated as provided in the Termination provision herein.

5. Termination. From and after the Commencement Date, each Party shall have the right and option to terminate this License, with or without cause, at any time by giving sixty (60) days’ prior written notice of the termination of this License to the other Party. In addition to the foregoing, (i) the Judicial Council shall have the right to terminate this License immediately in the event of an emergency that results in damage to, loss of, or an unsafe condition of the Premises or the Property, as determined in the Judicial Council’s sole discretion; (ii) the Judicial Council shall have the right to terminate this License if Licensee fails to satisfy the Court’s requirements for any Background Checks (defined below) as so provided for herein this License; and (iii) this License shall immediately and automatically terminate upon: (a) the sale or other conveyance of the Property to a party other than the State of California; or (b) relocation of the operations of the Court at the Property to an alternate location.

6. Purpose of License. The purpose of this License is to allow Licensee to enter, occupy, and use the Premises for the sole purpose set forth in the Recitals of this License, and other purposes reasonably related thereto, and for no other purpose whatsoever, subject to the terms, conditions, and restrictions set forth in this License. Licensee may only access and use the Premises Monday through Friday during the Court’s normal business hours at the Building (except for Court holidays and furloughs, and as may change from time to time). This License is personal to Licensee and does not grant Licensee any ownership, leasehold, easement, or other real property interest or estate in the Premises or the Property. In no event shall Licensee represent itself or its operations in 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, Court, or any of their respective programs or operations.

7. Consideration. Consideration for this License is Licensee’s full and timely compliance with the terms, conditions, and restrictions set forth in this License.

7.1 License Fee. In further consideration of this License, Licensee shall pay to the Judicial Council a license fee in the monthly amount of \$180.00, in advance, on the first day of each calendar month, starting on the Commencement Date (“**License Fee**”). If the License Fee is payable for any partial calendar month, the License Fee will be prorated based on the number of calendar days in the applicable calendar month.

7.2 Annual Increases. The License Fee shall be increased by an amount equal to three percent (3%) of the then-current License Fee commencing one (1) year after the Commencement Date, or the first day of the first full month thereafter if the Commencement Date falls on a date that is not the first day of the calendar month (“**Anniversary Date**”), and then yearly on each Anniversary Date thereafter during Licensee’s occupancy of the Premises. 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.

7.3 Payment; Late Fees. Each monthly installment of the License Fee shall reference Facility No. “07-A4”; shall be made payable to: *The State of California, Judicial Council*; and sent to:

Judicial Council of California
Attn: Branch Accounting & Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, California 94102

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 (5%) of the License Fee, or Fifty Dollars (\$50.00), whichever amount is greater.

8. Installation of Card Reader. Within sixty (60) days of the Parties’ execution of this License, the County shall, and is hereby authorized to, install a security-access key-card reader connected to the Building’s security system utilized by the Court in order to secure the Premises (“**Card Reader Installation**”). The County’s performance of the Card Reader Installation shall be at the County’s sole cost and expense, and must be coordinated in advance with Judicial Council Facilities Operations and the Court’s facilities staff. The Card Reader Installation shall be performed by well-trained, properly licensed and insured workers, in a good and workmanlike manner, free from design, material, and workmanship defects. The Card Reader Installation shall not unreasonably interfere with or disrupt Court operations at the Building. Upon completion, the Card Reader Installation shall be treated as an alteration or improvement approved by the Judicial Council under and pursuant to the terms of this License.

9. Notices. Any notices required or permitted to be given under the terms of

this License must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) 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
Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-8056
Email: JCCRealEstate@jud.ca.gov

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

If to Licensee: County of Contra Costa
Attention: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553
Voice: 925-313-2000

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

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-7989

10. Conditions.

10.1 Compliance. Any use made of the Premises and any construction, maintenance, repair, or other work performed thereon by 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 remainder of the Property by the Court. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court.

10.2 Health and Safety Directives. Licensee must at all times adhere to all applicable local, state, and national health and safety directives, as well as any current operating plan of the Court in compliance therewith, that are in effect or may become effective during Licensee's use and occupancy of the Premises including, but not limited to, social distancing, face covering requirements, self-assessments, medical screenings, and proper cleaning procedures. Failure of Licensee to so comply with such health and safety directives of any authority having jurisdiction or of the Court shall be considered a material breach of this License and grounds for its immediate termination in the Judicial Council's sole discretion.

10.3 Improvements.

10.3.1 Except as otherwise provided for with respect to the Card Reader Installation, Licensee will not make any improvements or alterations of any kind to the Premises or 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 shall make any improvements or alterations to the Premises that are approved by the Judicial Council in compliance with law and at Licensee's sole cost and expense.

10.3.2 Unless otherwise agreed to in writing by Licensee and the Judicial Council, all improvements and alterations to the Premises that are approved by the Judicial Council and made by Licensee will be the property of the Judicial Council and will remain in and a part of the Premises when Licensee vacates the Premises. If Licensee and the Judicial Council agree that Licensee shall or may at any time remove any Judicial Council-approved improvements or alterations from the Premises, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee including, without limitation, the cost to repair any damage done to the Premises or the Property in removing those improvements and alterations.

10.3.3 The Judicial Council may remove any improvements or alterations to the Premises or the Property that are (i) not approved by the Judicial Council, but that are nevertheless installed by or on behalf of Licensee, or (ii) that are not removed by Licensee when required to do so in accordance herewith. Any such removal of improvements or alterations by the Judicial Council shall be at Licensee's sole cost and expense including, without limitation, any costs associated with repair of any damage done

to the Premises or the Property in removing those improvements or alterations, which shall be paid to the Judicial Council within thirty (30) days of Licensee's receipt of any invoice therefor.

10.3.4 Unless previously approved in writing by the Judicial Council, Licensee shall not (i) post signs or banners on any part of the Premises or the Property, or (ii) alter any existing structures or improvements in or on the Premises or the Property, or (iii) install stakes, poles, or other materials of any kind into any hardscape or landscape on the Property.

10.4 "AS-IS." The Premises are licensed to Licensee in their "AS-IS" condition and the Judicial Council has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Premises or the Property during the period of Licensee's occupancy of the Premises.

10.5 Compliance with Laws and Regulations. In the exercise of any privilege granted by this License, Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations, and requirements of governmental departments and bureaus. Licensee must also comply with all Judicial Council and Court rules and regulations relating to the use of the Premises and the Property that are currently in effect or may be implemented, as updated from time to time.

10.6 Operation. 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 Property, (ii) obstructing access to the Premises or Property or any area or space within the Premises or Property, (iii) interfering with the transaction of Court business in, or the convenience of the public in accessing or using, the Premises or Property, (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 in the Premises or on the Property. Licensee shall at all times maintain the Premises in a clean, sanitary, and orderly condition satisfactory to the Judicial Council and the Court.

10.7 Security/Access. Licensee will at all times comply with all security access and screening requirements in effect at the Property. Licensee will have no access to any area within the Property that is either connected to or contains confidential records or information including, but not limited to, Court files, the California Law Enforcement Telecommunications System, the Criminal Offender Records Information, or the Department of Motor Vehicles computer database.

10.8 Background Checks. Licensee shall coordinate with the Court regarding any background checks and security clearances of Licensee, its employees, agents, and contractors, which may be reasonably required by the Court (**"Background**

Check(s)”). If any Background Checks are necessary, the Court will conduct the Background Checks and notify Licensee if each applicable individual is approved to have access to the Premises. If allowable by the Court, Licensee may instead conduct any such necessary Background Checks in lieu of the Court and provide to the Court suitable documentation evidencing Licensee’s completion of any necessary Background Checks. If the Court requires Background Checks of Licensee’s employees, agents, or contractors, Licensee shall not allow any such individual(s) access to the Premises unless and until the individual(s) completes a Background Check to the satisfaction of the Court, as applicable. Licensee shall be responsible for all costs and expenses related to Background Checks and, to the extent applicable, Licensee shall promptly reimburse the Court for all actual and reasonable costs and expenses associated with any Background Checks required hereunder. If Licensee does not comply with these terms or does not satisfy the Court’s requirements to pass any such Background Checks, the Judicial Council may terminate this License effective upon delivery of written notice to Licensee upon which Licensee will not be permitted to access the Premises except as specifically allowed and conditioned by the Court.

10.9 Insurance. Licensee will, at all times during the period of Licensee’s occupancy of the Premises, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in **Exhibit “B,”** which is attached to and made a part of this License.

10.10 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 this License without the prior written consent of the Judicial Council and the express agreement of Licensee to promptly replace, return, repair, and restore the Property or any such personal property to a condition satisfactory to the Judicial Council and the Court.

10.11 Indemnification. Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council, the Court, and their respective judicial officers, employees, and agents from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever including, without limitation, damages related to decreases in the value of the Property and claims for damages or decreases in the value of any adjoining property (“**Indemnified Loss**”). An Indemnified Loss includes, without limitation, court costs, penalties, fines, liens, judgments, consultants’ fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Judicial Council and/or the Court directly or indirectly arising from or related to the exercise by Licensee, its officers, employees, agents, or invitees, of the privilege granted by this License, its or their use of the Premises or the Property, or any other act or omission of Licensee, including from any failure by Licensee to comply with the terms of this License. Licensee’s obligation to defend will commence immediately upon the assertion of any claim or

demand for an Indemnified Loss by or against the Judicial Council or the Court that is tendered to Licensee; shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false; and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Judicial Council, the Court, or their respective officers, employees, or agents. Licensee's indemnification and defense obligations under this section shall survive the termination or expiration of this License.

10.12 Storage. Any property of the Court, the Judicial Council, or their respective judicial officers, employees, or agents that must be removed to permit exercise of the privilege granted by this License shall be stored, relocated, or removed from the Premises, and returned to their original location upon termination of this License, at the sole cost and expense of Licensee, as directed by the Judicial Council.

10.13 Licensee's Personal Property. Licensee will be solely responsible for any risk of loss, damage to, or destruction of Licensee's personal property located within the Premises or otherwise on the Property. The 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 Licensee's loss of use of the Premises or any such personal property. Any property of Licensee installed or located on the Premises must be removed promptly upon expiration, termination, or abandonment of this License. Any property of Licensee not removed within that time may be removed, stored, or disposed of by the Judicial Council at the expense of Licensee.

10.14 Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.

10.15 Future Requirements. In addition to the terms of this License, the Judicial Council shall have the right to impose reasonable rules and requirements for use of the Premises and/or the Property from time to time, and Licensee shall promptly and continuously comply with any such further rules and requirements as the Judicial Council may hereafter impose and deliver to Licensee.

10.16 Attempted Variations. There shall be no variation or departure from the terms of this License without the prior written consent of the Judicial Council.

10.17 Surrender. Upon the termination of this License, 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, Licensee shall remove all of its property from the Property, except as otherwise provided in this License or agreed to in writing by the Judicial Council and Licensee.

11. Rules of Conduct on the Property.

11.1 No Disturbances. 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, without limitation, the entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance of their duties; (ii) members of the public in transacting business or obtaining services provided on the Property; or (iii) other occupants, employees, and invitees of the Property from accessing or using the Property.

11.2 No Gambling. 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.

11.3 Drug Free Environment. Licensee will not knowingly permit any person under the influence of any non-prescribed drug defined by the state or federal government as a “controlled substance” or that is otherwise intoxicated to enter upon the Property. The possession, sale, or use of any “controlled substance” (except when permitted by law) on the Property is prohibited.

11.4 No Weapons or Explosives. Licensee, its employees, and invitees, while on the Property, are prohibited 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.

11.5 No Smoking. Smoking in any form or manner including, without limitation, vaping shall not be permitted on the Premises at any time, and Licensee, its employees, and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to and the exterior of the Property.

12. General Provisions.

12.1 No Assignment. This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity, nor shall 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.

12.2 Anti-Discrimination. Licensee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of, without limitation, the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, including, but not limited to, the California Fair Employment and Housing Act, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

12.3 Governing Law. This 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. The venue for any action brought with respect to the enforcement or interpretation of the provisions herein or otherwise related to this License shall be with the Superior Court of California in the County in which the Property is located.

12.4 License Temporary in Nature. Licensee agrees that the rights herein are of a temporary, exclusive, non-possessory nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will Licensee have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.

12.5 Relationship of the Parties. Licensee and the Judicial Council hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this 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 this License between Licensee and any of the State of California, 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 this License, will have any right or claim against the other Party under this 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.

12.6 Certification of Authority to Execute this License. Licensee and the Judicial Council each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License and all exhibits attached hereto.

12.7 No Relocation Assistance. Licensee acknowledges that upon any termination of this 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.

12.8 Possessory Interest. Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

12.9 Severability. If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants, and restrictions of this 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 Licensee and the Judicial Council that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

12.10 Counterparts and Electronic Execution. This License 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 License may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this License, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURES ON FOLLOWING PAGE(S)]

ACCEPTED AND AGREED TO:

LICENSEE:

COUNTY OF CONTRA COSTA

By: _____
Name: Brian M. Balbas
Title: Public Works Director
Date: _____
Tax ID #: _____

LICENSOR:

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Name: Stephen Saddler
Title: Manager, Contracts
Date: _____

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

By: _____
Name: Jeremy P. Ehrlich
Title: Attorney
Date: _____

EXHIBIT "A"

DEPICTION OF PREMISES

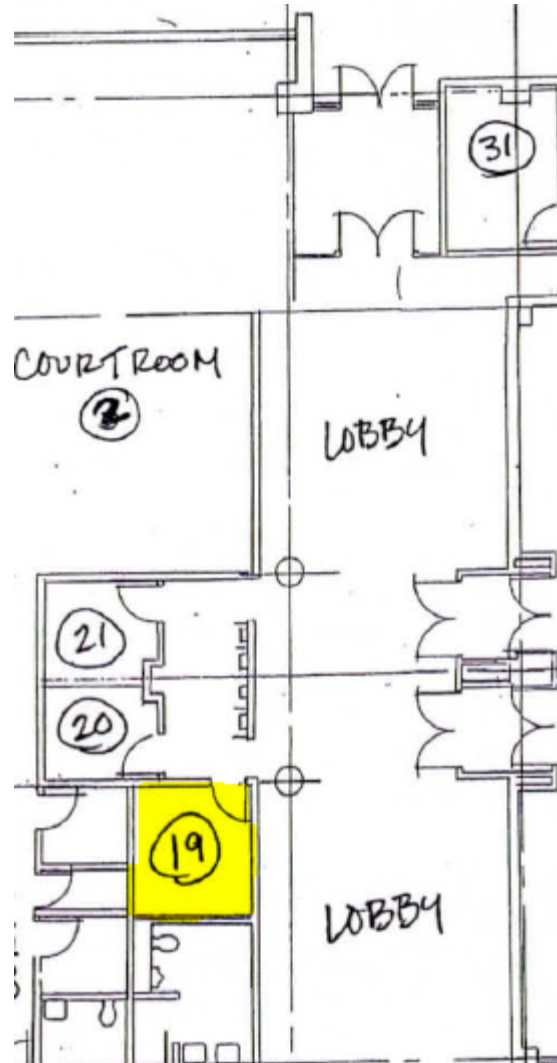


EXHIBIT "B"

INSURANCE REQUIREMENTS

1. General Requirements.

1.1 During the period of time Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance that is 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, or that is through a program of self-insurance with excess coverage.

1.2 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 certificates of insurance must clearly indicate the following:

1.2.1 The State of California, Judicial Council, and Court as well as either or both the County (if a joint occupant of the Property, as indicated in the Recitals above) and the SPWB (if this License is subject to the Bond Provisions, as indicated in the Recitals above), including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced, but only with respect to liability assumed by Licensee under the terms of this License;

1.2.2 The insurance policy being referenced will not be materially changed or cancelled without thirty (30) days' prior written notice to the Judicial Council;

1.2.3 The insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State of California, Judicial Council, or Court as well as SPWB (if applicable), including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any; and

1.2.4 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 as well as SPWB (if applicable), including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Premises or Property.

1.3 The Certificates of Insurance shall be addressed as follows:

Judicial Council of California
Facilities Services
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Attn: Risk Management
Fax: 415-865-4294

2. Insurance Requirements. Before the commencement of the use of the Premises authorized by the terms of this License, Licensee will furnish to the Judicial Council verification that the following insurance is in force:

2.1 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 premises, 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.

2.2 Commercial Automobile Liability. When an automobile is used in connection with the use of the Premises, automobile liability insurance with limits of not less than \$500,000 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 this License.

2.3 Workers' Compensation and Employer's Liability. Workers' compensation insurance as required by law. Employer's liability limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.