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KIMBERLY GASAWAY, Director

May 19, 2025

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

**SUBJECT: APPROVE A NEW LEASE AGREEMENT WITH THE JUDICIAL COUNCIL OF CALIFORNIA FOR THE SUPERIOR COURT OF CALIFORNIA'S OCCUPANCY OF COUNTY SPACE WITHIN THE HAYWARD HALL OF JUSTICE**

Dear Board Members:

**RECOMMENDATIONS:**

- A. Approve a new Lease Agreement (Master Contract No. 900881; Procurement Contract No. 28676) between the County of Alameda ("County" or "Lessor") and the Judicial Council of California ("Judicial Council" or "Lessee") (Principal: Alice Lee, Location: Sacramento) for the benefit of the Superior Court of California, County of Alameda, as Tenant, to formalize use of 15,477 square feet of the County's Exclusive-Use Area within the Hayward Hall of Justice, located at 24405 Amador Street, Hayward, pursuant to the terms of the Joint Occupancy Agreement, to support ongoing dispute resolution and ensure uninterrupted operations at the site, in exchange for a waiver of County's shared costs for a term of one year, effective upon execution of the agreement; and
- B. Delegate authority to the General Services Agency Director to execute the Lease Agreement and submit an executed copy to the Clerk of the Board for filing.

**DISCUSSION/SUMMARY:**

The Hayward Hall of Justice is a shared-use facility governed by a Joint Occupancy Agreement (JOA) between the County and the Judicial Council, entered into on June 27, 2007, and in connection with the transfer of title of the property to the Judicial Council. The JOA was amended on August 2, 2011, and outlines the Parties' respective Exclusive-Use Areas and shared Common Areas. The County's designated Exclusive-Use Area comprises approximately 15,477 square feet.

In recent years, a dispute arose regarding the Court's occupancy of the County's Exclusive-Use Area without formal authorization. The County has asserted a claim for lost rent, while the Judicial Council has raised claims related to unpaid shared costs. Both Parties acknowledge potential claims related to shared property responsibilities.

This agreement addresses the ongoing use and occupancy of the space while the Parties pursue informal dispute resolution options, including but not limited to, potential equity buyouts between this site and the Winton Building, located at 224 W. Winton Avenue, Hayward. This Lease Agreement has been developed pursuant to Section 5.1.2 of the JOA and permits the Judicial Council's continued use of the space, including provisions tolling potential legal claims between the Parties during this resolution period.

The Lease includes a 12-month term and provides that, in lieu of rent, the County will receive a waiver of unpaid County Shared Costs under the JOA. The waiver excludes unplanned capital costs, which the Lessee will defer where feasible.

**SELECTION CRITERIA/PROCESS:**

*This Lease arises from and complies with the existing JOA between the County and the Judicial Council of California and does not require competitive selection. The Agreement is mutually beneficial and supports both Parties' interests while providing a path toward long-term resolution of financial and operational disputes at the site.*

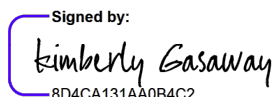
**FINANCING:**

No additional appropriations are required. There will be no increase in net County cost.

**VISION 2036 GOAL:**

This Lease meets the 10X goal pathway of **Accessible & Integrated Infrastructure**, facilitating uninterrupted Court operations and County services at the Hayward Hall of Justice while safeguarding County interests and fostering interagency collaboration, in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

Signed by:  
  
8D4CA131AA0B4C2...  
Kimberly Gasaway  
Director, General Services Agency

I:/BOARD LETTERS/RPM/LETTERS/2025/BOS.06.17.25.RPM HHOJ COUNTY LEASE TO JCC.DOCX

cc: County Administrator  
Auditor-Controller  
County Counsel



**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 Alameda

Location of Premises: 24405 Amador Street  
Hayward, California (Facility No. 01-D1)

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**LEASE AGREEMENT**

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This Lease Agreement (“**Lease**”), dated \_\_\_\_\_, 2024 (“**Effective Date**”), is made by and between the County of Alameda (“**County**” or “**Lessor**”) and the Judicial Council of California (“**Lessee**” or “**Judicial Council**”) for the benefit of the Superior Court of California, County of Alameda (“**Court**”). Lessee and Lessor may hereinafter be collectively referred to as the “**Parties**” or individually referred to as a “**Party**.”

**RECITALS**

A. Lessee is title holder of that certain parcel of real property located at 24405 Amador Street, Hayward, California (“**Property**”), and the building and other improvements located on the Property (“**Building**”), commonly known as the Hayward Hall of Justice.

B. On or about June 27, 2007, the Judicial Council and the County entered into a “Transfer Agreement for Hayward Hall of Justice,” in connection with the transfer of title of the Property from the County to the Judicial Council. Concurrently therewith, the Parties entered into a Joint Occupancy Agreement, dated June 27, 2007, for the shared use of the Property by the Parties, which was amended by a First Amendment to Joint Occupancy Agreement dated August 2, 2011 (the “**First Amendment**,” and collectively, the “**JOA**”). Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in the JOA.

C. Pursuant to the terms of the JOA, each Party maintains its respective Exclusive-Use Area, and the Parties share Common Areas. The County’s Exclusive-Use Area of the Property consists of 15,477 square feet of floor space. Under the JOA, the Judicial Council is the Managing Party of the Property, and the County is required to pay its proportional share of the Shared Costs to maintain the Property.

E. This Lease is being entered into pursuant to Section 5.1.2 of the JOA, which allows a Party to increase the size of its Exclusive-Use Areas by entering into a mutually acceptable agreement for the Additional Area, however, any occupancy agreements under the JOA shall not result in the adjustment of the Parties Shares. Further, pursuant to Section 5.1.4 of the JOA, the terms of this Lease do not relieve the Parties of any rights or responsibilities under the JOA.

F. A dispute has arisen regarding the use of the County Exclusive-Use Area. The Court has been utilizing the County Exclusive-Use Area at the Property, although County denies that it authorized access to the Court.

G. The Judicial Council and the County have each raised potential claims against each other arising out of the JOA which include the County's demand for lost rent from the Judicial Council, and demand by the Judicial Council for unpaid shared costs from the County, and other claims and damages related thereto (collectively, the "**Disputes**").

H. The Parties wish to explore informal resolution of the Disputes, including but not limited to potential equity buyouts between the Parties for the Property and the "**Winton Building**," located at 224 W. Winton Avenue, in Hayward (Judicial Council Facility No. 01-D2) pursuant to Section 5.3 of the JOA and Section 70344(b) of the Government Code.

I. While the Parties discuss the informal resolution of the Disputes, the Parties desire to enter into this Lease to (1) allow for the Judicial Council's use of the County's exclusive use areas on the Property, and (2) toll any and all claims or causes of action which the Parties may have against each other related to the Claims, including tolling the accrual of all damages.

## **AGREEMENT**

**1. Recitals.** All of the foregoing Recitals are incorporated herein as part of this Lease for all purposes.

**2. Lease of Premises; Common Area; Parking.**

**2.1 Premises.** Lessor hereby leases to Lessee, and Lessee leases from Lessor, the County Exclusive-Use Area, except for County's IT/Telecom room, together with all improvements therein or to be provided by Lessor under the terms of this Lease ("**Premises**"). The County's IT/Telecom room and access corridor is shown on **Exhibit A**, attached hereto and incorporated herein.

**2.2 Parking.** The current allocation of parking spaces between the Parties on the Property and contiguous parking lots shall remain unchanged. (collectively, "**Parking**").

**3. Term.**

**3.1 Commencement Date.** This Lease and Initial Term shall be effective on the Effective Date.

**3.2 Initial Term.** The initial term of this Lease will be for a period of approximately twelve (12) months from the Commencement Date (“**Initial Term**”), subject to any early termination or any options to extend, as set forth in this Lease. If the Commencement Date falls on a day other than the first day of a calendar month, the term of this Lease will be extended so that the Initial Term ends on the last day of the calendar month that is twelve (12) months after the month in which the Commencement Date occurs.

**3.3 Options to Extend.** The Parties may agree to extend the term of the Lease beyond the Initial Term for one (1) additional optional extension term of twelve (12) months on the same terms, covenants, and conditions as are contained in this Lease upon mutual approval of the Parties (the “**Extended Term**”).

**4. Consideration.** In lieu of rent, the consideration for Lessee’s use of the Premises is a waiver by Lessee of the County’s unpaid Shared Costs due to Lessee under the JOA for the period of occupancy under the Lease on a month for month basis (one month’s Shared Costs per one month’s rent). The waiver of Shared Costs does not include the costs of any unplanned but required capital improvements or repairs to the Property. Lessee does not currently have any capital improvement projects planned for the Property during the Initial Term of the Lease. In view of the Parties’ goal to negotiate Lessee’s acquisition of the County’s equity share in the Property, Lessee shall use good faith efforts to defer any capital improvement projects during the Initial Term where such deferral will not materially impair the condition of the Building.

**5. Use.** The Premises may be primarily used for the Court’s purposes including, but not limited to, general administrative offices, the conducting of Court operations (e.g., filings, hearings, trials, jury assembly/selection, etc.), and any ancillary or other legal uses which are reasonably comparable thereto. Lessee shall have the right to access the Premises and Property at all times.

**6. Premises Improvements and Personal Property.** All personal property on the Premises are owned by Lessee.

**7. Utilities, Building & Custodial Services.** Lessee will, at Lessee’s sole expense, be responsible for the Operation of the Premises consistent with Section 3.2.1 of the JOA, and will treat the Premises as its Exclusive-Use Area thereunder, including but not limited to providing its own utilities, such as water, natural gas, electrical, refuse collection, telecom, internet, and sewer services, as well as building services and custodial services.

**7.1 Lessee's Default.** Repairs and maintenance shall be made promptly when and how appropriate to keep the Premises, Building, Property, and other items in good working order and usable condition and as otherwise described in this Lease consistent with its obligations under the JOA.

**8. Hazardous Materials.** Lessee's use of the Premises will conform to the requirements of Section 5.2 of the JOA.

**9. Indemnification.** The indemnification provisions of Article 8 of the JOA shall be applicable to this Lease.

**10. Insurance.** The Parties shall keep the insurance coverages required under Section 6 of the JOA.

**11. Damage and Destruction.** Section 7 of the JOA shall apply to any damage or destruction of the Premise resulting in a Property Loss as defined therein.

**12. Condemnation.** Section 9 of the JOA shall apply if all or any portion of the Premises are condemned or are transferred in lieu of condemnation.

**13. Breach, Default, and Remedies.**

**13.1 Lessee Breach and Default.** The following events will constitute an event of default ("**Event of Default**") by Lessee under this Lease after the expiration of the applicable grace or cure period:

**13.1.1** Lessee's failure to observe or perform any provision of this Lease, or the breach of any of Lessee's representations or warranties 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; provided, however, if the default is such that it is capable of being cured, but cannot be completely cured within the thirty (30) day period, then Lessee will not have defaulted if Lessee begins to cure within the thirty (30) day period and diligently performs the cure to completion.

**13.2 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 thirty (30) days' prior written notice thereof to Lessee.

**13.3 Lessor's Default.** An Event of Default by Lessor under this Lease will be deemed to have occurred in the event that Lessor fails to observe or perform any provision of this Lease, or breaches any of Lessor's representations or warranties hereunder, if such failure or breach continues for thirty (30) days after written notice from Lessee of the failure or breach specifying

in reasonably sufficient detail the nature of the failure or breach; provided, however, if the default is such that it is capable of being cured, but cannot be completely cured within the thirty (30) day period, then Lessor will not have defaulted if Lessor begins to cure within the thirty (30) day period and diligently performs the cure to completion.

**13.4 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 this Lease immediately upon written notice to Lessor thereof.

**14. 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 Premises upon the terms, covenants, and conditions set forth in this Lease throughout the Initial Term and any Extended Terms of this Lease.

**15. Surrender.** Lessee will, after the last day of the Initial Term or any Extended Term of this Lease, or upon any earlier termination of this Lease, surrender and yield up to Lessor the Premises in good order and "broom-clean" condition (i.e., the Court will empty the space of all removable items including unaffixed furniture, books, files, etc., dispose of all garbage, and sweep or vacuum), reasonable wear and tear and damage by fire or other casualty excepted. In surrendering the Premises to Lessor, Lessee may, but is not liable for or obligated to: (i) remove any Alterations constructed or installed within the Premises for Lessee's account; and (ii) remove any furniture, fixtures, and equipment affixed to the Premises by Lessee prior to or during the Initial Term or any Extended Terms of this Lease.

**16. Holding Over.** Any holding over by Lessee after the Initial Term or any Extended Terms of this Lease will be deemed to be a month-to-month tenancy upon the same terms and conditions as set forth in this Lease.

**17. Tolling.**

**17.1** With respect to any and all claims or causes of action which the Parties may have against each other related to the Disputes, the Parties hereby stipulate that all applicable statutory periods, statutes of limitations, and other time-related defenses (e.g. laches) shall be deemed tolled during the Initial Term or Extended Term of this Lease, or during any period of holding over as described in Section 16, as applicable. The period of time during which any applicable statutory period, statute of limitations or other time-related defense applicable to all Claims the Parties may have against each other shall be deemed tolled is hereinafter referred to as the "**Tolling Period.**"

**17.2** Nothing in this Lease constitutes an admission by either Party that any Disputes are valid or invalid, or constitutes an admission of any fault, liability, or wrongdoing by either Party relating to the Disputes.

**17.3** Nothing in this Section 17 shall operate as a waiver of or prejudice any Party's right to assert any existing defenses to the Disputes that any statutory period, statute of limitations, or any other time-related legal or equitable defense has (a) already run prior to the execution of this Lease and the Tolling Period, or (b) been tolled or has not yet run for reasons other than the execution of this Lease.

**18. Notices.** Any notices required or permitted to be given under the terms of this Lease 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 to following address(es) or to such other place(s) as each Party hereto may designate by subsequent written notice to the other Party; provided, however, that Lessor waives any defense of improper notice if Lessor fails to properly notify Lessee of any updates or changes to its contact information (including for the receipt of payment):

If to Lessor: County of Alameda  
Attention: Real Property Manager  
GSA-Real Property Management  
1401 Lakeside Drive, 10th Floor  
Oakland, CA 94612-4305  
Voice: (510) 208-9716

If to Lessee: Judicial Council of California  
Facilities Services  
Attention: Real Estate  
2860 Gateway Oaks, Suite 400  
Sacramento, CA 95833  
Voice: 916-643-6900  
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

In addition, all notices by Lessor relating to termination of this Lease or an alleged breach or default by Lessee or the Court of this Lease must also be sent to:

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

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

**19. Confidential Records.** Lessor acknowledges that Lessee may maintain and store confidential records within the Premises. Lessor will take all reasonable and practical measures to ensure that such records are kept confidential including, without limitation, requiring all Lessor vendors who have regular access to the Premises to post a fidelity bond in the sum of One Hundred Thousand Dollars (\$100,000) and to provide evidence of that bond to Lessee prior to access of the Premises by any vendor.

**20. Disabled Veterans.** To the extent required by law, Lessor shall comply with all Disabled Veteran Business Enterprise (DVBE) requirements including any participation goals or good faith efforts, as the case may be, as required by Military and Veterans Code section 999 et seq. with respect to any services, materials, or supplies provided under this Lease. If required by law, efforts to include DVBEs as part of the services, materials or supplies under this Lease shall continue throughout the Initial Term and any Extended Terms of this Lease. Lessor agrees to provide Lessee or its designees with any requested relevant supporting documents and to maintain such documents for a period of three (3) years after final payment under this Lease. DVBE resources can be found through the California Department of General Services at: <https://www.dgs.ca.gov/PD/Services>, or by calling the Office of Small Business and DVBE Services at (916) 375-4940. For purposes of this Section 20, the Parties agree that Lessor is not providing any “labor, services, materials, supplies, or equipment” in the performance of this Lease, as those terms are defined under Military and Veterans Code section 999.

**21. Nondiscrimination.** The Parties shall comply with all applicable federal and California laws relating to discrimination against employees and members of the public because of, without limitation, 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.

## **22. Miscellaneous**

**22.1 Amendments.** This Lease may be modified only in a written amendment duly authorized and signed by the Parties.

**22.2 Waivers.** Any waiver of any right under this Lease must be in writing and signed by the waiving Party. The waiver by either Party at any time of any breach of this Lease shall not be deemed a waiver of or consent to a breach of any other provision of this Lease or a consent to any succeeding breach of the same or another provision of this Lease. No waiver of any provision of this Lease shall be implied by any failure of either Party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated.

**22.3 Non-Assignability.** Lessor may not assign or otherwise transfer this Lease or any rights, privileges, or obligations hereunder to any other person or entity without the prior, written consent of Lessee, which consent will not be unreasonably withheld or conditioned.

**22.4 Binding on Successors.** In the event of any proper assignment or transfer of this Lease, the terms and conditions herein contained will apply to and bind the heirs, successors in interest, executors, administrators, representatives, and assigns of the Parties hereto.

**22.5 No Third-Party Beneficiaries.** This Lease is made and entered into for the sole protection and benefit of the Parties hereto and the Court. No other person or entity shall have any right of action based upon the provisions of this Lease, except for the Court.

**22.6 Construction.** This Lease will not be construed against either Party as the principal draftsman.

**22.7 Governing Law/Venue.** This Lease shall be construed under the laws of the State of California, without regard to its conflict of law provisions. The Parties agree that any legal action related to the interpretation, performance, or enforcement of this Lease shall be filed in the Superior Court of the State of California in the county in which the Premises are located, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county unless otherwise agreed to in writing.

**22.8 Employees and Agents of the Parties.** It is understood and agreed that all persons hired or engaged by one Party shall be considered to be employees or agents only of that Party, as applicable, and not of the other Party.

**22.9 Authority.** Lessor and Lessee each certifies that it is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Lease, and each

further certifies that the individual signing this Lease on its behalf has been duly authorized to execute this Lease on behalf of the Party and may legally bind the Party to the terms and conditions of this Lease.

**22.10 Severability.** If any term, provision, covenant, or restriction in this Lease is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law by a court of competent jurisdiction, the remainder of the terms, provisions, covenants, and restrictions of this Lease 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 the Parties that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this Lease without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.


**22.11 Entire Lease.** This Lease contains the entire and complete agreement of the Parties with respect to the subject matter of this Lease, and supersedes any and all other previous or concurrent understandings, arrangements, or agreements, oral or written. No promises, representations, warranties, or inducements of any kind exist between any of the Parties to this Lease except as expressly set forth in this Lease.

**22.12 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 this Lease, with such scanned and electronic signatures having the same legal effect as original signatures.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

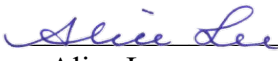
IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the dates specified below their respective signatures.

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


By:   
Name: Maggie W. Stern  
Title: Attorney  
Date: May 7, 2025

**LESSEE:**

**JUDICIAL COUNCIL OF CALIFORNIA**

By:   
Name: Alice Lee  
Title: Manager, Procurement Contracts  
Date: 05/08/2025

APPROVED AS TO FORM: DONNA R.  
ZIEGLER  
County Counsel

By:   
Name: Andrew Massey  
Title: Senior Deputy County Counsel  
Date: 5/8/2025

**LESSOR:**

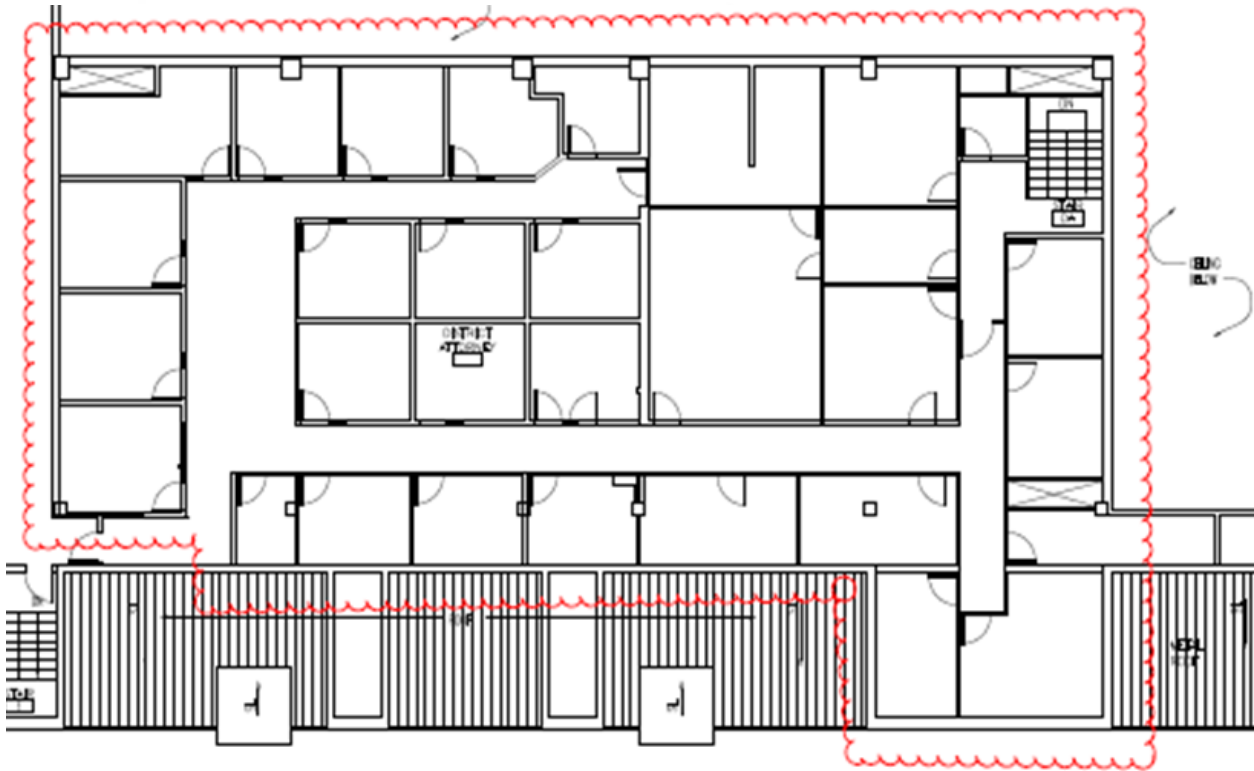
**COUNTY OF ALAMEDA,  
a political subdivision of the State of California**

By: \_\_\_\_\_  
Name: Kimberly Gasaway  
Title: Director, General Services Agency  
Date: \_\_\_\_\_

EXHIBIT A

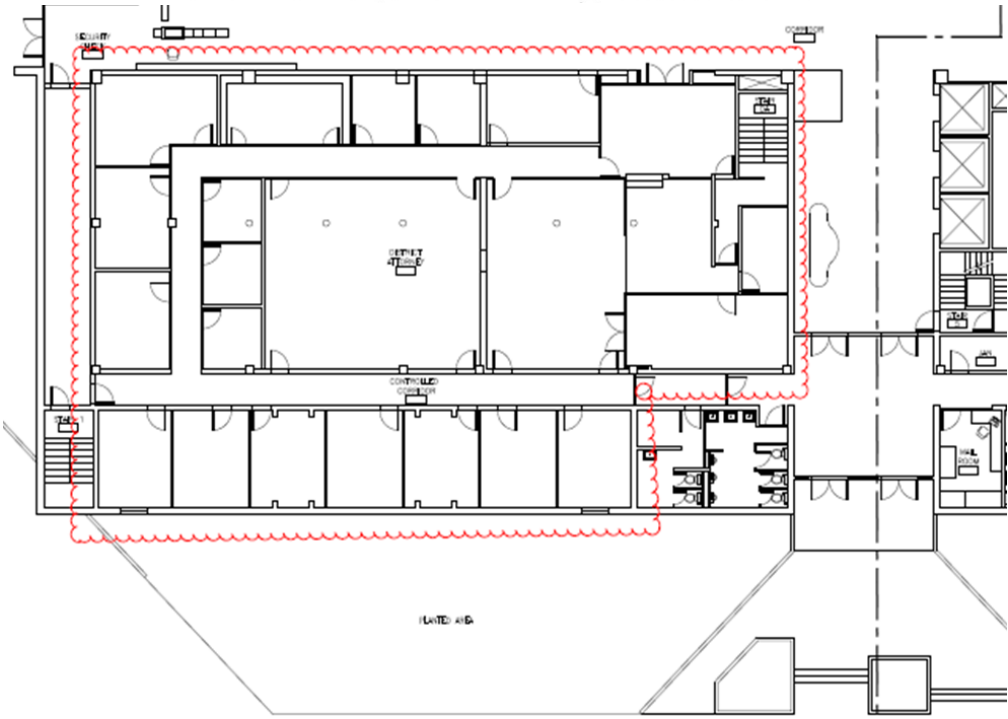
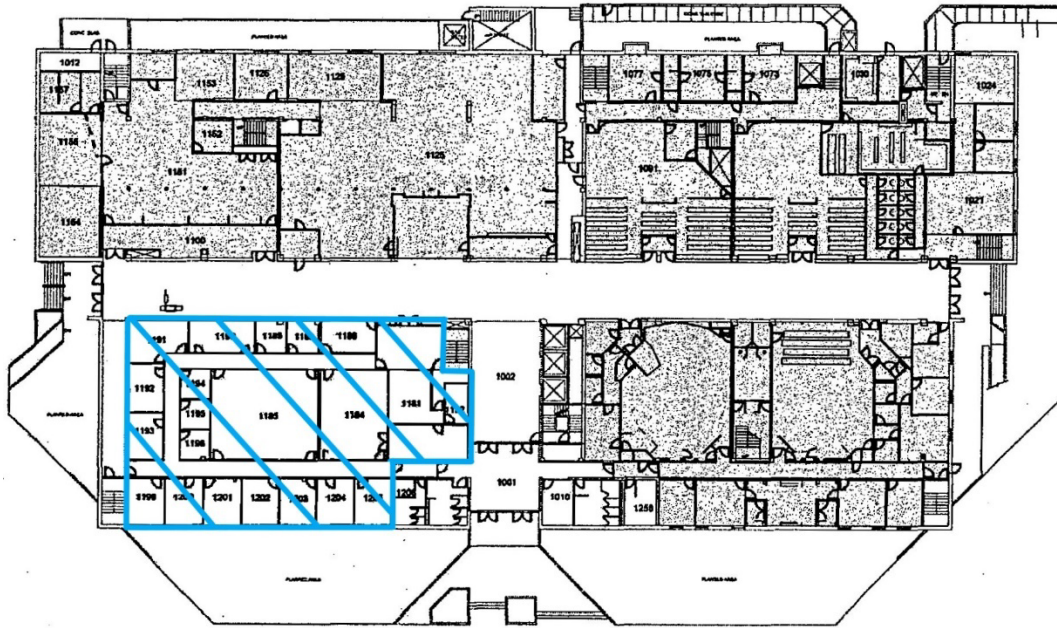
LEASED PREMISES

-  230100 - DA
-  301100 - Court
-  County IT Telephone Room
-  290311 - Sheriff
-  410111 - BMD
-  Leased County Exclusive Space



- 230100 - DA
  - 290311 - Sheriff
- 301100 - Court
  - 410111 - BMD

Leased County Exclusive Space



**FIRST FLOOR PLAN**
SCALE: 3/32" = 1'-0"