

**JOINT DECLARATION OF THE  
ADMINISTRATIVE OFFICE OF THE COURTS  
AND THE COUNTY OF SANTA BARBARA  
REGARDING EXECUTION OF TRANSFER AGREEMENTS  
FOR COURT FACILITIES**

**THE JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS** (the “AOC”), and the **COUNTY OF SANTA BARBARA** (the “County”) hereby jointly declare as follows under California Government Code section 70321(b)(2):

1. Extraordinary circumstances exist that have prohibited successful execution of transfer agreements for the court facilities commonly known as:

- |                                       |                     |
|---------------------------------------|---------------------|
| (a) Solvang Courthouse                | AOC # 42-D1         |
| (b) Lompoc Courthouse                 | AOC # 42-E1         |
| (c) Santa Maria Cook & Miller complex | AOC # 42-F1 - 42-F6 |
| (d) Santa Maria Juvenile              | AOC # 42-H1         |
| (e) Miller Street Lease               | AOC # 42-I1         |

2. All relevant transfer documents have been timely submitted and reviewed by the County.

3. The failure to execute transfer agreements for the above-identified court facilities prior to September 30, 2008, is not caused by the action, inaction, or delay on the part of the County. To date, the AOC and the County have successfully completed the transfer of three (3) court facilities. The County and the AOC have negotiated in good faith and in a timely manner many complex issues arising from the facilities transfers including, by way of example, issues concerning the ownership of facilities; allocation of exclusive-use areas; post-transfer building management; and other issues necessary for the prudent transfer of responsibility and, where applicable, title with respect to the above-identified court facilities. In addition, three court facilities (Santa Maria Buildings C and E and the Miller Street lease facility) are directly implicated in the proposed New Clerk’s Building project, which would replace those facilities and which involves contribution by the County of land and/or partial financing. The parties have worked cooperatively to determine viable options for acquisition of the land on which the new replacement facility would be built. The negotiation of the agreement for the acquisition of the site for the replacement facility is complex and ongoing, and will require more time to complete.

5. The parties agree that the transfer agreements for the above-described court facilities can reasonably be executed on or before December 31, 2008, and the parties acknowledge that the multiplier to the county facilities payment addressed in Government Code section 70321(b)(1) will not apply with respect to a court facility if the transfer agreement for that facility is executed by December 31, 2008. The parties remain fully committed to the completion of the court facilities transfers by December 31, 2008.

6. This Joint Declaration is deemed to have been drafted jointly by the parties.

7. This Joint Declaration may be executed in counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute an entire document.

ATTEST:

**COUNTY OF SANTA BARBARA,  
a body corporate and politic**

\_\_\_\_\_  
Executive Officer, Board of Supervisors

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

Dennis A. Marshall

County Counsel

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

Name: Michael Ledbetter

Title \_\_\_\_\_

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

APPROVED AS TO FORM:  
Judicial Council of California,  
Administrative Office of the Courts  
Office of the General Counsel

**JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

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

Name: Melvin L. Kennedy

Title: Managing Attorney

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

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

RONALD G. OVERHOLT

Chief Deputy Director

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

