

Attachment 1

First Amendment to Joint Occupancy Agreement

**FIRST AMENDMENT TO
JOINT OCCUPANCY AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF SANTA BARBARA
(SANTA MARIA COURTS COMPLEX)**

This FIRST AMENDMENT TO JOINT OCCUPANCY AGREEMENT (“**First Amendment**”) is made and entered into on _____, 20__ (“**First Amendment Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the County of Santa Barbara (“**County**”). For purposes of this First Amendment, the Judicial Council and County are each a “**Party**” and may be referred to collectively herein as the “**Parties.**”

RECITALS

A. The Judicial Council, on behalf of the Superior Court of California, County of Santa Barbara (“**Court**”), and County entered into that certain Joint Occupancy Agreement, dated November 26, 2008 (“**JOA**”), setting forth the Parties’ shared possession, occupancy, and use of the court facilities commonly known as the Santa Maria Courts Complex, located at 312 E. Cook Street, Santa Maria, California (Court Facility Nos. 42-F1-F7) (“**Santa Maria Courts Complex**”).

B. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party.

C. The Parties now desire to amend the JOA to adjust their respective Exclusive-Use Areas and Shares in the Santa Maria Courts Complex, and to make other changes deemed necessary and helpful by the Parties, as set forth herein this First Amendment.

NOW, THEREFORE, the Judicial Council and County do hereby agree to amend the JOA as follows:

1. Incorporation of Recitals; Defined Terms. The Parties agree the foregoing Recitals are true and correct, and are incorporated into this First Amendment by this reference. Unless otherwise defined in this First Amendment, any capitalized term shall have the meaning prescribed to it in the JOA.

2. Amendment of “AOC” to “Judicial Council.” All references to “Administrative Office of the Courts” or “AOC” in the JOA shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the JOA.

3. Adjustment of Exclusive-Use Areas, Shares, and Parking. The following definitions set forth in section 2 of the JOA, *Definitions*, are hereby deleted in their entirety and replaced with the following:

“Building” means any one, and **“Buildings”** means collectively: (i) Building A and B, (ii) Building C and D, (iii) Building E, (iv) Building F, and (v) Building G, all of which are situated on the Land, and in which the Court Facilities are located, all connected or related structures and improvements on the Campus, and all Building Equipment, as determined by the context in which the term is used.

“Building E” means the building commonly known as the New Clerk’s Building or the Santa Maria Courts Complex Building E, which consists of 18,650 square feet of space and is located on the Land, as shown on **Attachment “2”** to the JOA, and was constructed pursuant to section 3.11 of the JOA.

“Common Area” means the areas of the Land and of Building A and B, Building C and D, and Building G that are used non-exclusively and in common by, or for the common benefit of, the Judicial Council, the County, the Court, and the Occupants, and includes those portions of Building A and B, Building C and D, and Building G that are depicted as Common Area on **Attachments “3-A,” “3-B,”** and **“3-E,”** respectively, to the JOA, including: (1) hallways, stairwells, elevators, and restrooms in Building A and B, Building C and D, and Building G that are not located in either Party’s Exclusive-Use Area in those Buildings; (2) foundations, exterior walls, load-bearing walls, support beams, exterior windows, the roof, and other structural parts of the Building A and B, Building C and D, and Building G; (3) Building Equipment and Utilities that do not exclusively serve only one Party’s Exclusive-Use Area; (4) the Parking Area; (5) driveways, walkways, and other means of access over the Land and through Building A and B, Building C and D, and Building G to the Parties’ respective Exclusive-Use Areas in those Buildings; and (6) other improvements on the Land, including hardscape improvements, landscaping, and exterior lighting that serve the Campus or the Buildings generally. The Common Area does not include any

part of the Exclusive-Use Area of either Party except for any Building Equipment that is located in a Party's Exclusive-Use Area.

“Council Building Share”¹ means: (i) for Building A and B, 21.48 percent; (ii) for Building C and D, 41.93 percent; and (iii) for each of Building E, Building F, and Building G, 100 percent, which are the percentages of the Total Exclusive-Use Area in each of those Buildings that is comprised of Court Exclusive-Use Area.

“Council Campus Share”² means 74.46 percent, which is the percentage of the Total Exclusive-Use Area of the Buildings, collectively, that is comprised of Court Exclusive-Use Area.

“County Building Share” means: (i) for Building A and B, 78.52 percent; (ii) for Building C and D, 58.07 percent; and (iii) for each of Building E, Building F, and Building G, zero percent, which are the percentages of the Total Exclusive-Use Area in each of those Buildings that is comprised of County Exclusive-Use Area.

“County Campus Share” means 25.54 percent, which is the percentage of the Total Exclusive-Use Area of the Buildings, that is comprised of the County Exclusive-Use Area.

“County Exclusive-Use Area” means, individually or together (as applicable): (i) the approximately 6,901 square feet of floor space of Building A and B, as depicted on **Attachment “3-A”** to the JOA; and (ii) the approximately 17,041 square feet of floor space of Building C and D, as depicted on **Attachment “3-B”** to the JOA, which are exclusively occupied and used by the County. The County Exclusive-Use Area in Building A and B is 78.52 percent of the Total Exclusive-Use Area of Building A and B; and the County Exclusive-Use Area in Building C and D is 58.07 percent of the Total Exclusive-Use Area of Building C and D. There is no County Exclusive-Use Area in any of Building E, Building F, or Building G.

“Court Exclusive-Use Area” means, individually or collectively (as applicable): (i) the approximately 1,888 square feet of floor space in Building A and B, as depicted on **Attachment “3-A”** to the JOA; (ii) the approximately 12,306 square feet of floor space in Building C and D, as depicted on **Attachment “3-B”** to the JOA; (iii) the approximately 18,650

¹ For clarity, in compliance with rule 10.81 of the California Rules of Court, the term “Council Building Share” in this First Amendment amends and replaces the term “AOC Building Share” in the JOA which is deleted in its entirety.

² For clarity, in compliance with rule 10.81 of the California Rules of Court, the term “Council Campus Share” in this First Amendment amends and replaces the term “AOC Campus Share” in the JOA which is deleted in its entirety.

square feet of the entire floor space in Building E, as depicted on **Attachment “3-C”** to the JOA; (iv) the approximately 3,344 square feet of the entire floor space in Building F, as depicted on **Attachment “3-D”** to the JOA; and (v) the approximately 33,614 square feet of floor space in Building G, as depicted on **Attachment “3-E”** to the JOA; which are exclusively occupied and used by the Court. The Court Exclusive-Use Area in Building A and B is 21.48 percent of the Total Exclusive-Use Area of Building A and B; the Court Exclusive-Use Area in Building C and D is 41.93 percent of the Total Exclusive-Use Area of Building C and D; and the Court Exclusive-Use Area in each of Building E, Building F, and Building G is 100 percent of the Total Exclusive-Use Area of Building E, Building F, and Building G.

“Parking Area” means the parking lots on the Land, containing (subject to verification by the State Parties) a total of 254 parking spaces. As background, as of the Effective Date of the JOA, 301 parking spaces were originally made available in the Parking Area; however, 47 of those parking spaces subsequently became unavailable due to the construction of Building E resulting in the loss of 33 parking spaces and due to the re-sizing of parking stalls the Parking Area resulting in the loss of 14 parking spaces, for a new total of 254 available parking spaces in the Parking Area. As of the First Amendment Effective Date, of the 254 parking spaces, 28 parking spaces are allocated to the Judicial Council for use by the Court and 25 parking spaces are allocated to the County, as shown on **Attachment “2”** to the JOA. Of the 28 parking spaces allocated to the Judicial Council for use by the Court, 26 car spaces, 1 motorcycle space, and 1 ADA space are exclusively reserved for judicial officers of the Court. Of the 25 parking spaces allocated to the County for use by the County, 25 car spaces are exclusively reserved for the County. Except for the 53 parking spaces exclusively reserved for the Court and the County as provided herein, the Parties shall use the remaining 201 parking spaces in the Parking Area on a first come, first served basis. The County and the Court have agreed that the parking spaces in the Parking Area consist of the same square-footage area and convenience as made available for users of the Court on October 1, 2001.

“Storage Shed” means a small wooden structure located on the Land adjacent to the southwest corner of Building F, as shown on **Attachment “2”** to the JOA. The Storage Shed was originally constructed and occupied by the County, and now is exclusively occupied and used by the Court. Notwithstanding the foregoing, the square footage of the Storage Shed is not included in the Exclusive-Use Area or Share of either Party. The Court is completely responsible for the Operation (including maintenance and repair) of the Storage Shed.

4. Revised Site, Parking & Floor Plans.

4.1. The *Site Plan of Real Property and Depiction of Parking Area* depicted in Attachment “2” to the JOA is hereby deleted in its entirety and replaced with the revised Attachment “2” reflecting the changes provided herein this First Amendment (“**Revised Site Plan of Real Property and Depiction of Parking Area**”), which is attached to this First Amendment as **Revised Attachment “2” to JOA** and incorporated herein.

4.2. The *Floor Plans of Building A and B, Floor Plans of Building C and D, and Floor Plans of Building G* depicted in Attachments “3-A,” “3-B,” and “3-C” to the JOA respectively, are hereby deleted in their entirety and replaced with the revised Attachments “3-A” (“**Revised Floor Plans of Building A and B**”), “3-B” (“**Revised Floor Plans of Building C and D**”), “3-C” (“**Revised Floor Plans of Building E**”), “3-D” (“**Revised Floor Plans of Building F**”), and “3-E” (“**Revised Floor Plans of Building G**”), respectively, reflecting the changes provided herein this First Amendment, which are respectively attached to this First Amendment as **Revised Attachments “3-A,” “3-B,” “3-C,” “3-D,” and “3-E” to JOA** and incorporated herein.

5. Satisfaction of New Clerk’s Building Provisions. The Parties hereby acknowledge and agree that, as of the First Amendment Effective Date, the Parties have satisfied their respective obligations under the provisions of section 3.11, *New Clerk’s Building*, of the JOA and nothing further is outstanding or required of the Parties thereunder with respect to the New Clerk’s Building.

6. Updates to Notices.

6.1. Shared Cost Notifications. Section 4.6 of the JOA, *Shared Cost Notifications*, is hereby deleted in its entirety and replaced with the following:

4.6 Shared Cost Notifications. Notwithstanding section 12 of this JOA, all communications and notices between the Parties relating to Shared Costs including, without limitation, Estimate Statements, Monthly Invoices, or any other communication or notice required by this section 4 will be made between the following County and Judicial Council representatives:

If to the Judicial Council:

Judicial Council of California
Facilities Services
Attention: Principal Manager, Facilities Operations
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-1956
Fax: 916-263-2342

If to the County:

Santa Barbara County
General Services Department
Assistant Director, Financial Services
105 E. Anapamu Street
Santa Barbara, CA 93101
Voice: 805-568-2626
Fax: 805-568-2663

6.2. Notices. Section 12 of the JOA, *Notices*, is hereby deleted in its entirety and replaced with the following:

Subject to section 4.6 of this JOA, *Shared Cost Notifications*, any notice or communication required to be sent to a Party pursuant to this JOA must be sent in writing by personal delivery (including overnight courier services) or certified U.S. mail, postage pre-paid and with return receipt requested, to the addresses indicated below. Routine exchange of information may be conducted via telephone, facsimile, and/or electronic means, including e-mail.

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: 916-643-7074

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 audit requests and notices by the County relating to termination of this JOA or alleged breach or default by the Judicial Council of this JOA must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

If to the Court:

Santa Barbara Superior Court
Court Executive Officer
1100 Anacapa Street
Santa Barbara, CA 93101
Voice: 805-614-6594

If to the County:

Santa Barbara County
General Services Department
Assistant Director, Financial Services
105 E. Anapamu Street
Santa Barbara, CA 93101
Voice: 805-568-2626
Fax: 805-568-2663

With a copy to:

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

A Party may change its address for notice under this JOA by giving written notice to the other Party in the manner provided in this section 12. Any notice or communication sent under this section 12 will be deemed to have been duly given as follows: (i) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above; or (ii) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. mail.

7. No Other Changes. Except as it is expressly amended pursuant to this First Amendment, the JOA remains in full force and effect as originally signed and approved by the Judicial Council and County. In the event of any conflict between the JOA and this First Amendment, the terms of this First Amendment shall prevail.


8. Governing Law. This First Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles.

9. Authority; Binding Effect. The Judicial Council and County each represents and warrants that the individual signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment on behalf of such Party. This First Amendment shall apply to, bind, and inure to the benefit of the Parties, and their respective governing boards, officers, members, legal representatives, successors, and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this First Amendment has been executed as of the dates written below.

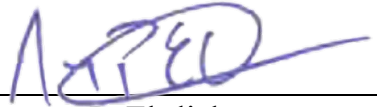
JUDICIAL COUNCIL OF CALIFORNIA COUNTY OF SANTA BARBARA

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: January 21, 2021

By: _____
Name: Bob Nelson
Title: Chair, Board of Supervisors
Date: _____

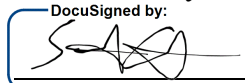
APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

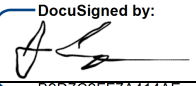
By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: January 21, 2021

By: _____
Deputy Clerk


APPROVED AS TO FORM:
Michael C. Ghizzoni
Santa Barbara County Counsel

By: 
Name: Scott Greenwood
Title: Deputy County Counsel
Date: 2/26/2021 | 2:08 PM PST

APPROVED AS TO FORM:
Betsy Schaffer, CPA, CPFO
Auditor-Controller

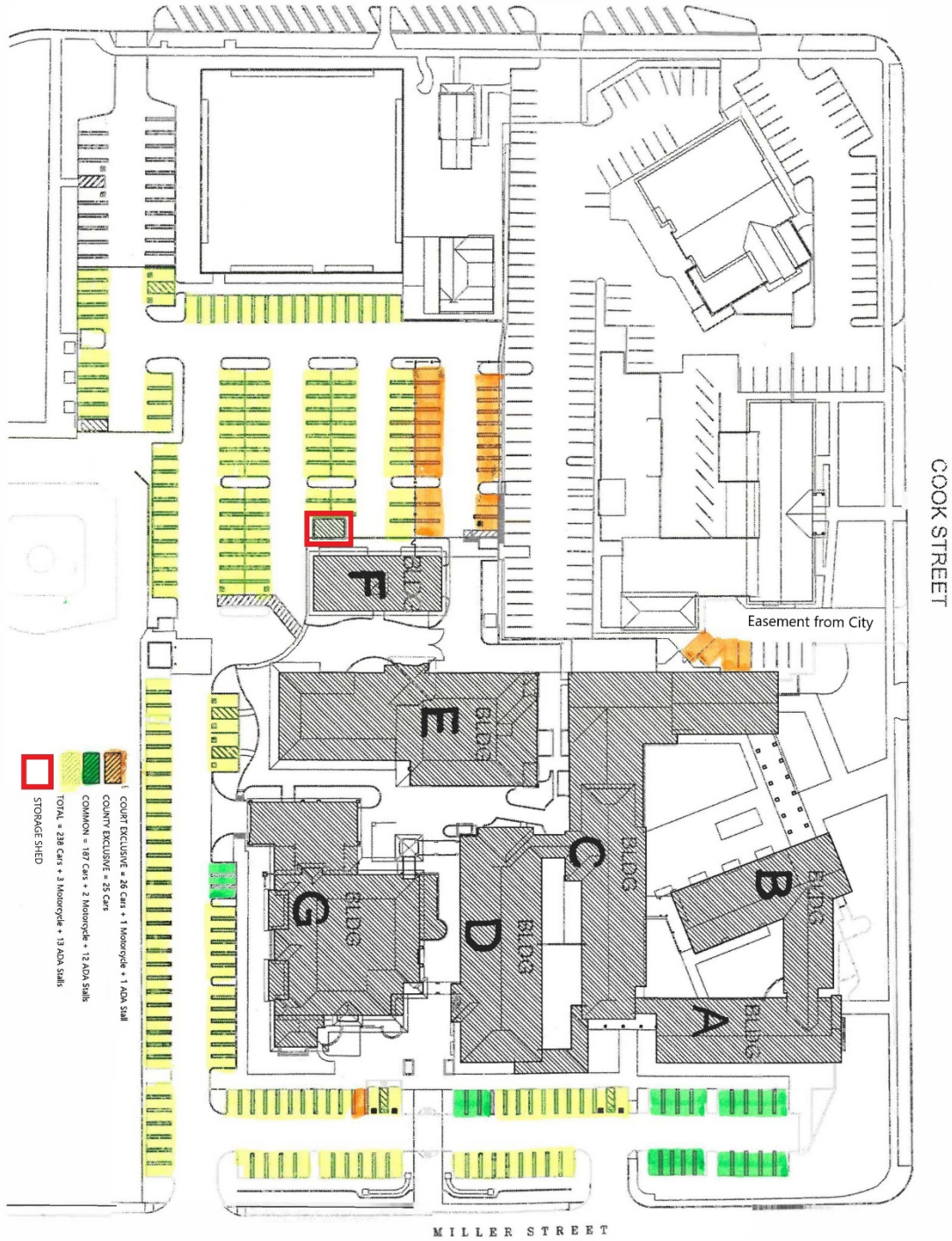
By: 
Deputy

RECOMMENDED FOR APPROVAL
Janette D. Pell
Director of General Services

By: 
Department Head

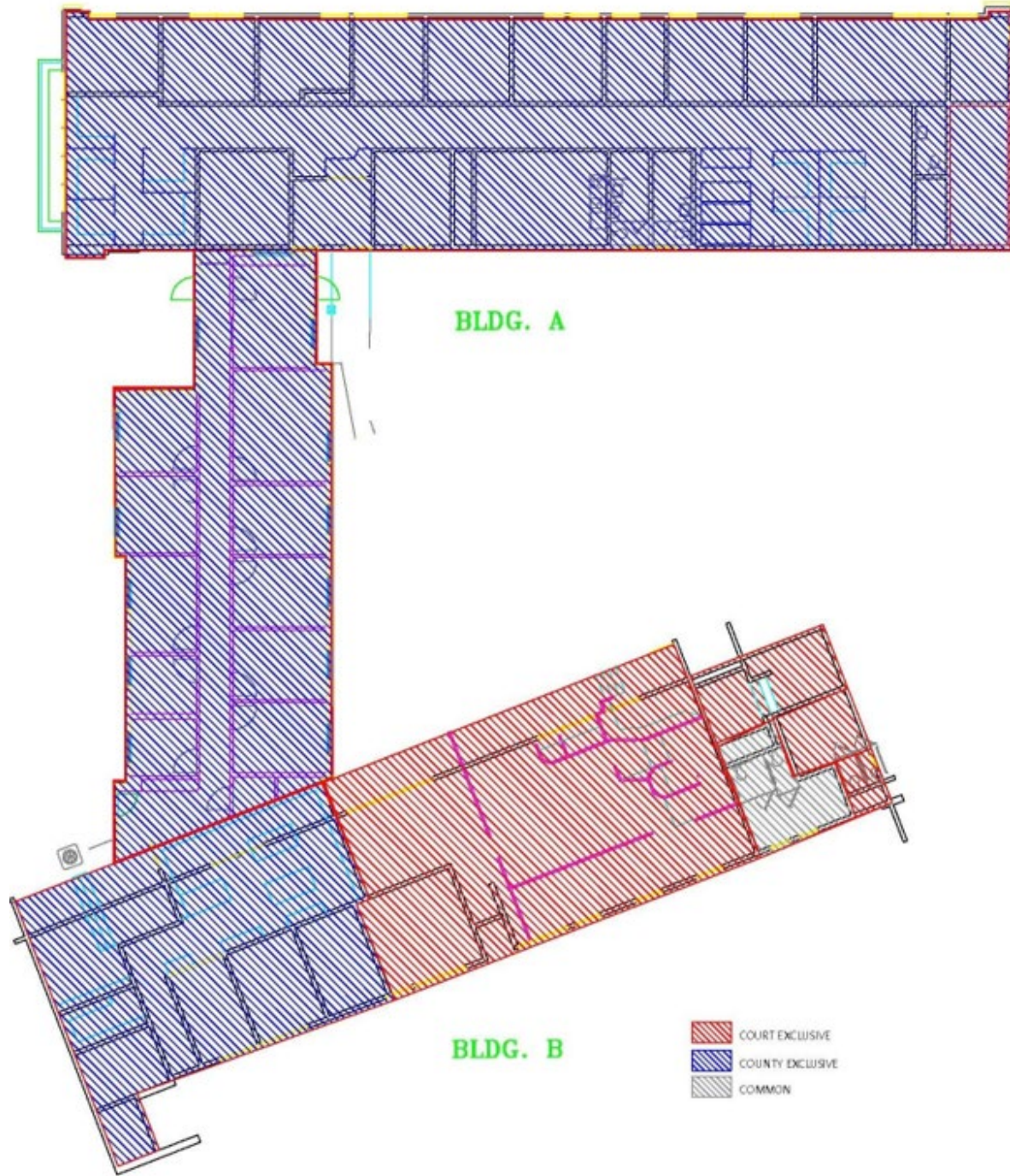
REVISED ATTACHMENT "2" TO JOA

REVISED SITE PLAN OF REAL PROPERTY AND DEPICTION OF PARKING AREA



REVISED ATTACHMENT “3-A” TO JOA
REVISED FLOOR PLANS OF BUILDING A AND B

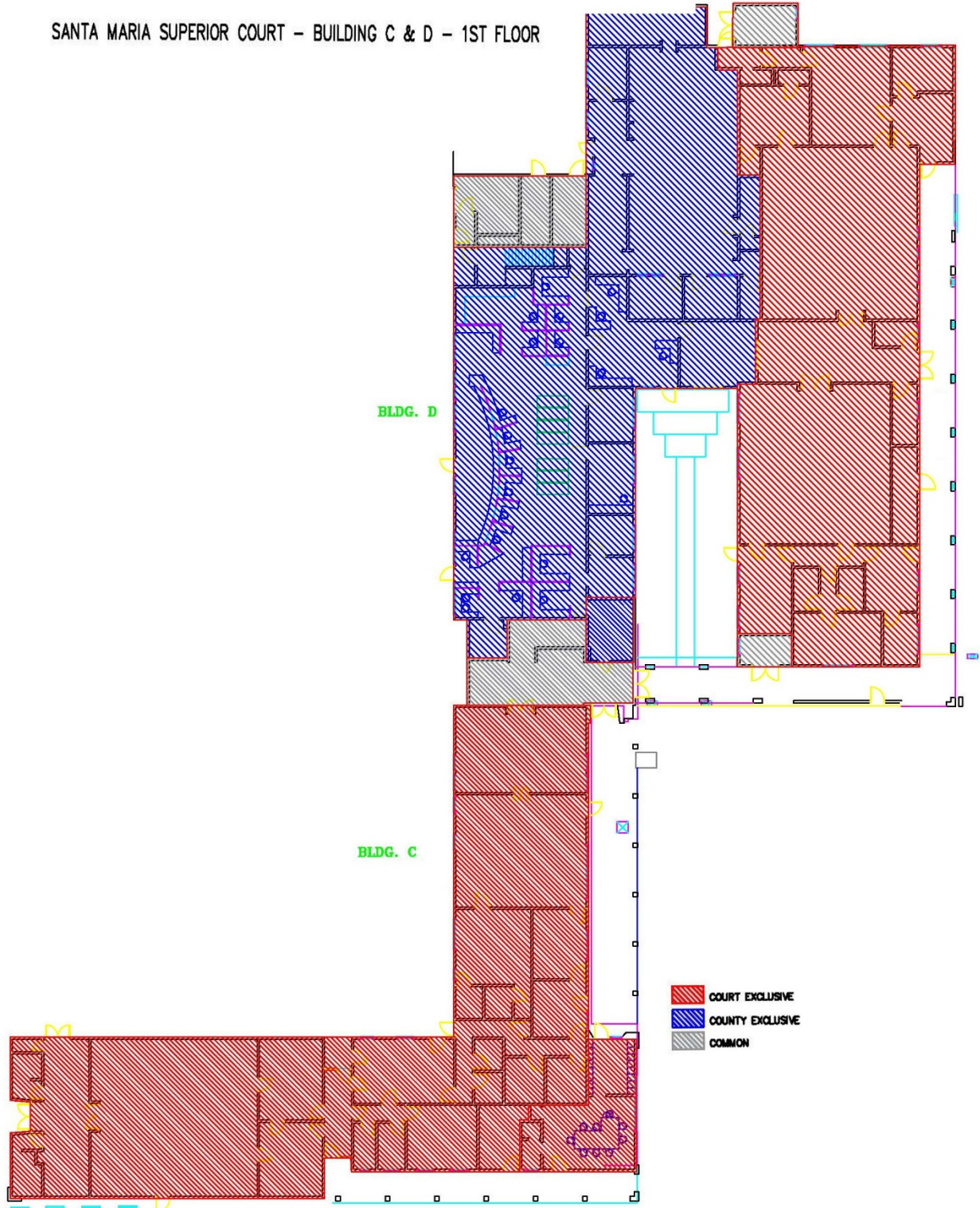
SANTA MARIA SUPERIOR COURT - BUILDING A & B



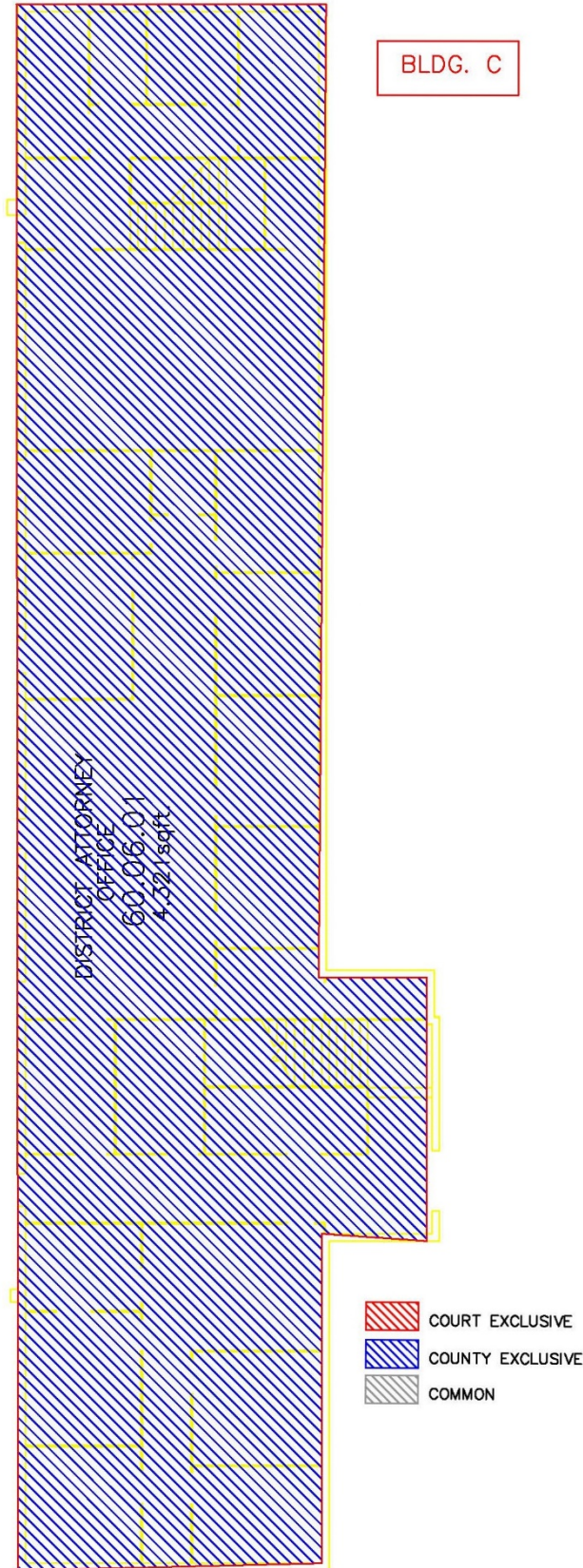
REVISED ATTACHMENT "3-B" TO JOA

REVISED FLOOR PLANS OF BUILDING C AND D

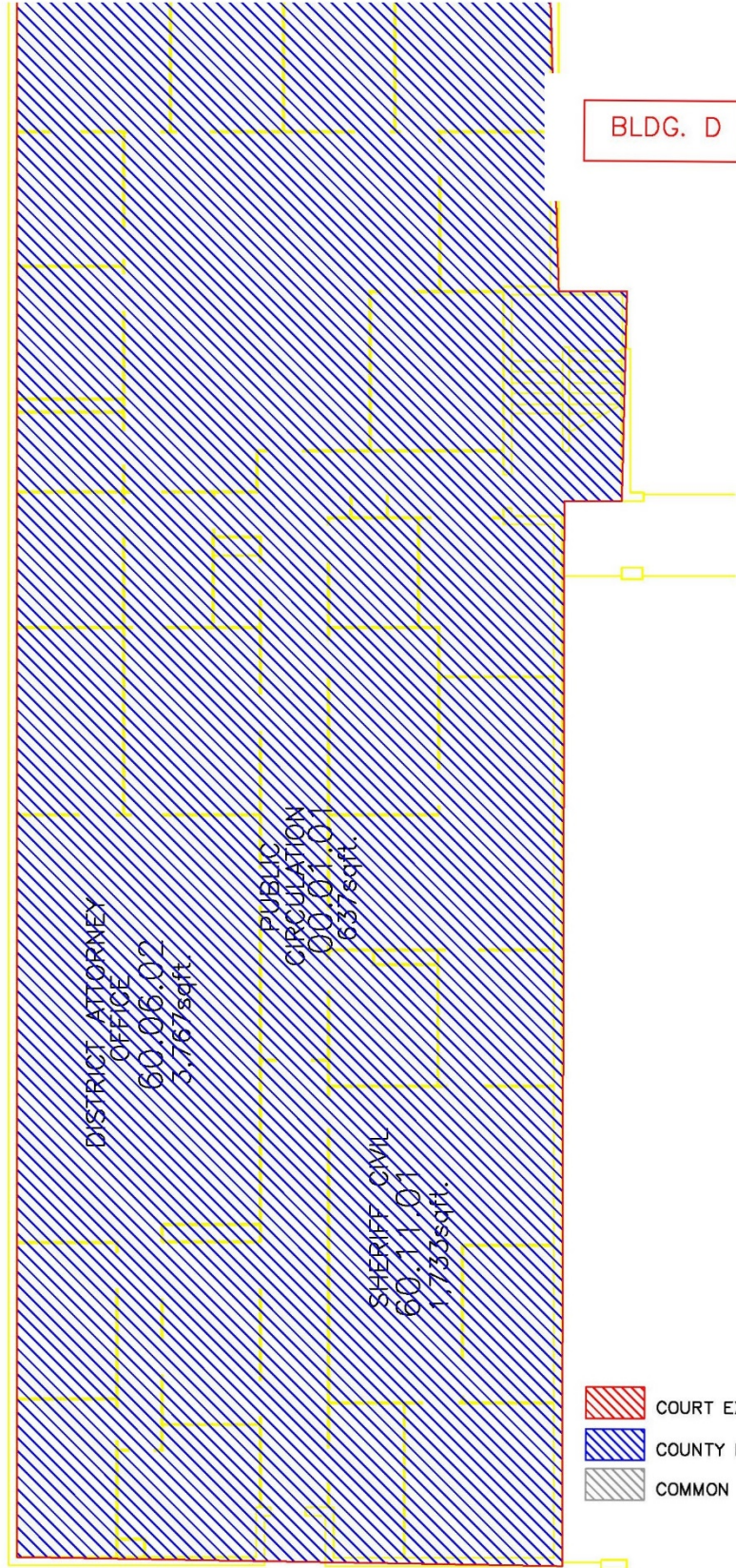
SANTA MARIA SUPERIOR COURT - BUILDING C & D - 1ST FLOOR



SANTA MARIA SUPERIOR COURT – BUILDING C – 2ND FLOOR

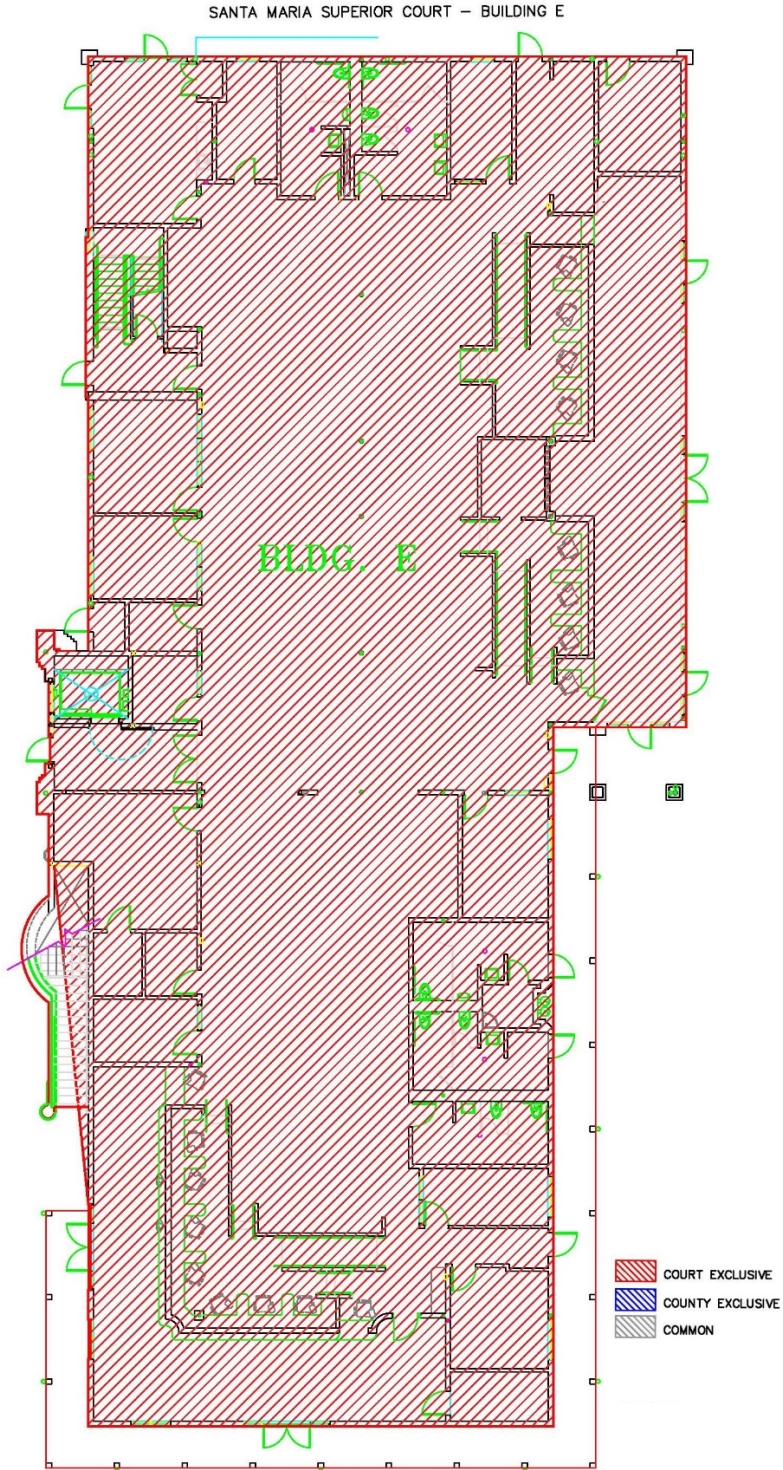


SANTA MARIA SUPERIOR COURT – BUILDING D – 2ND FLOOR

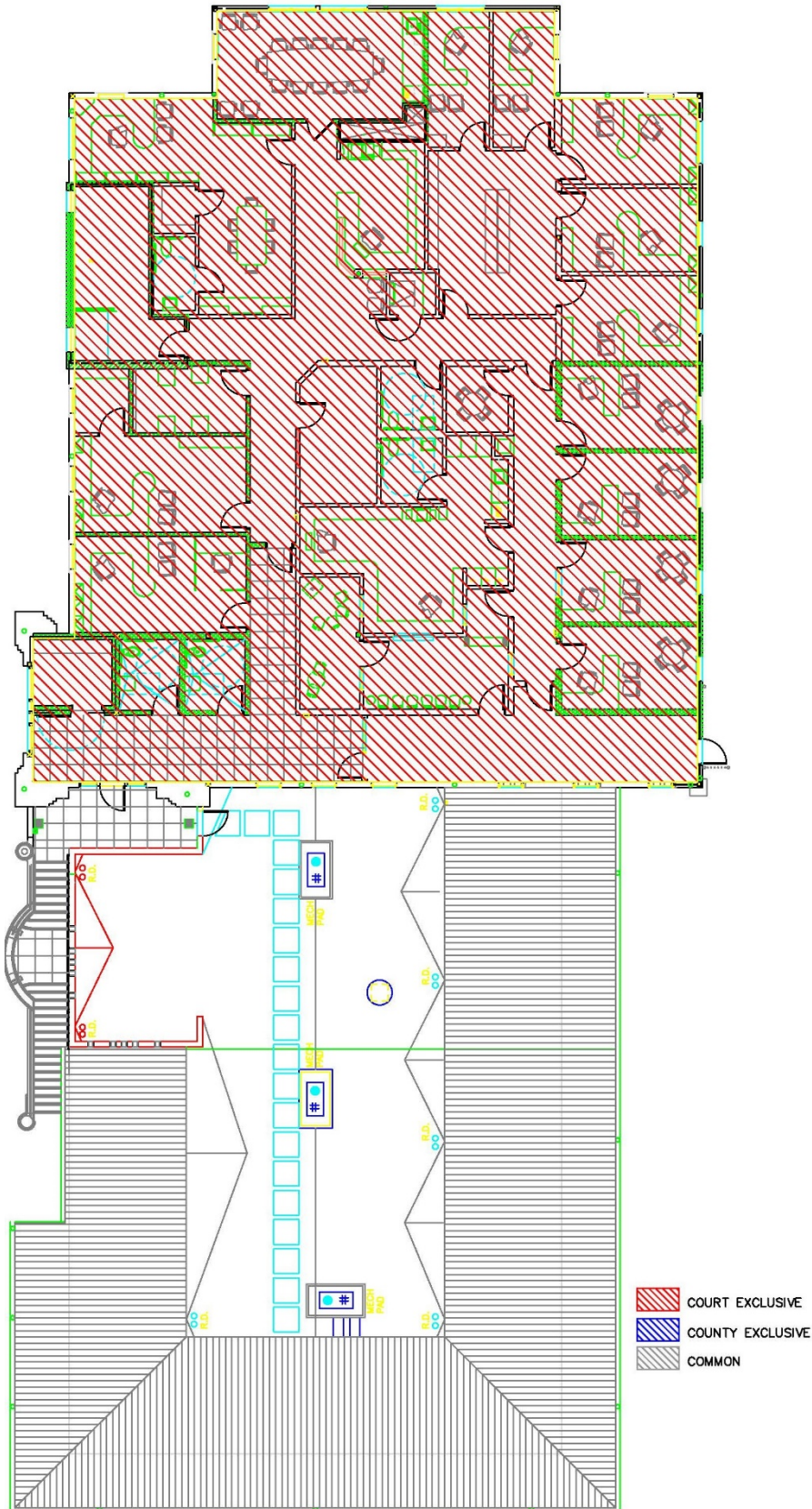


REVISED ATTACHMENT "3-C" TO JOA

REVISED FLOOR PLANS OF BUILDING E



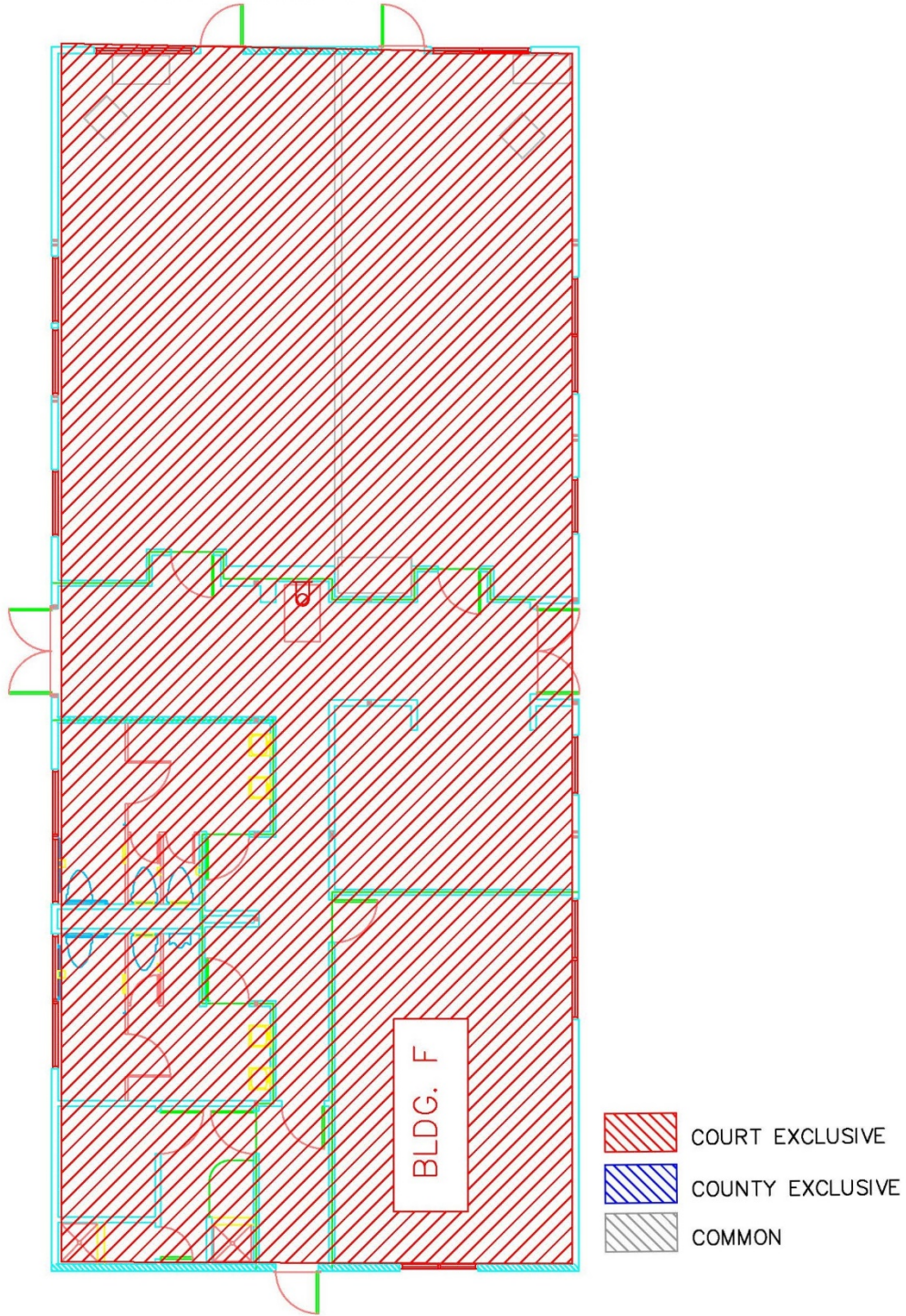
SANTA MARIA SUPERIOR COURT – BUILDING E SECOND FLOOR



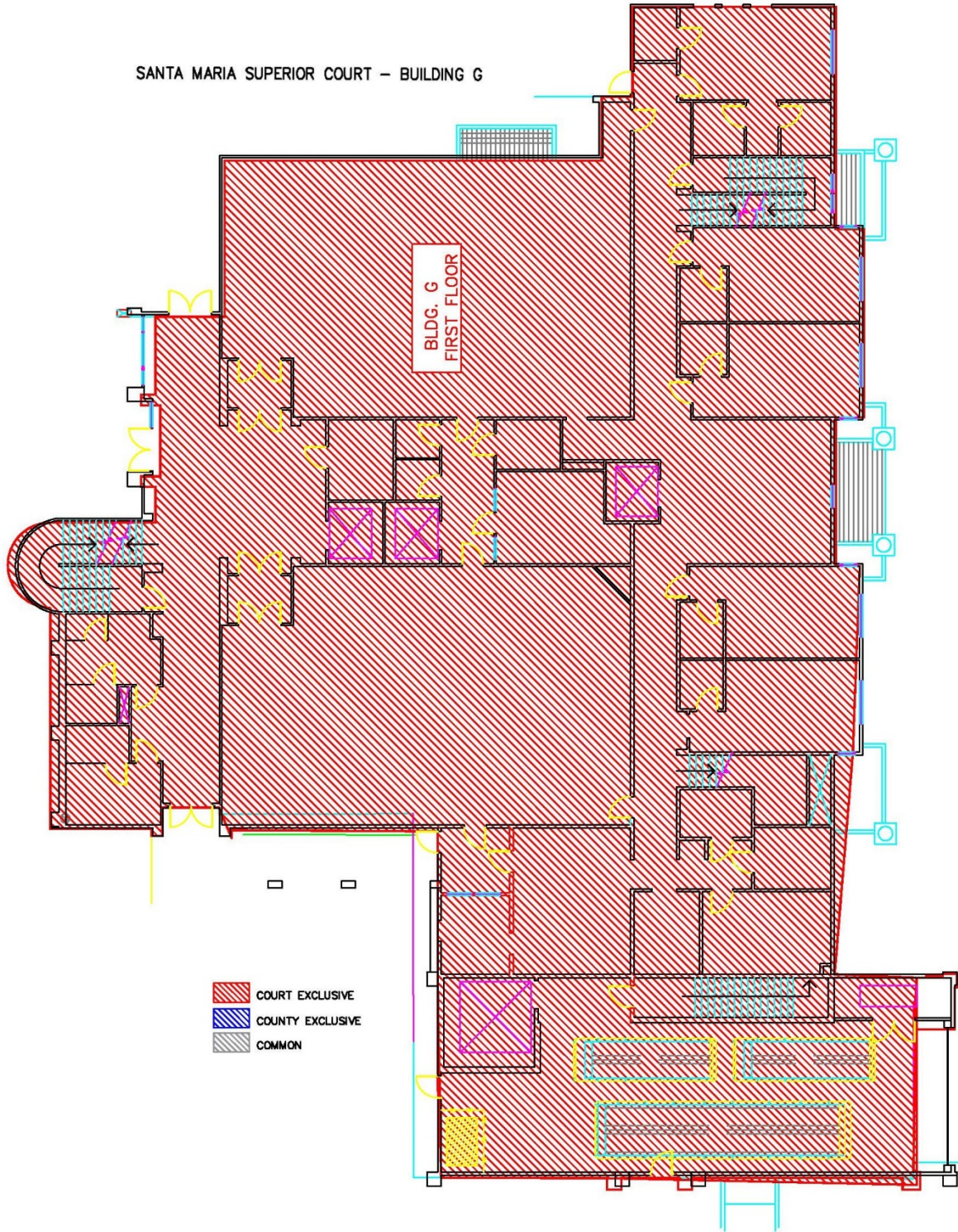
REVISED ATTACHMENT “3-D” TO JOA

REVISED FLOOR PLANS OF BUILDING F

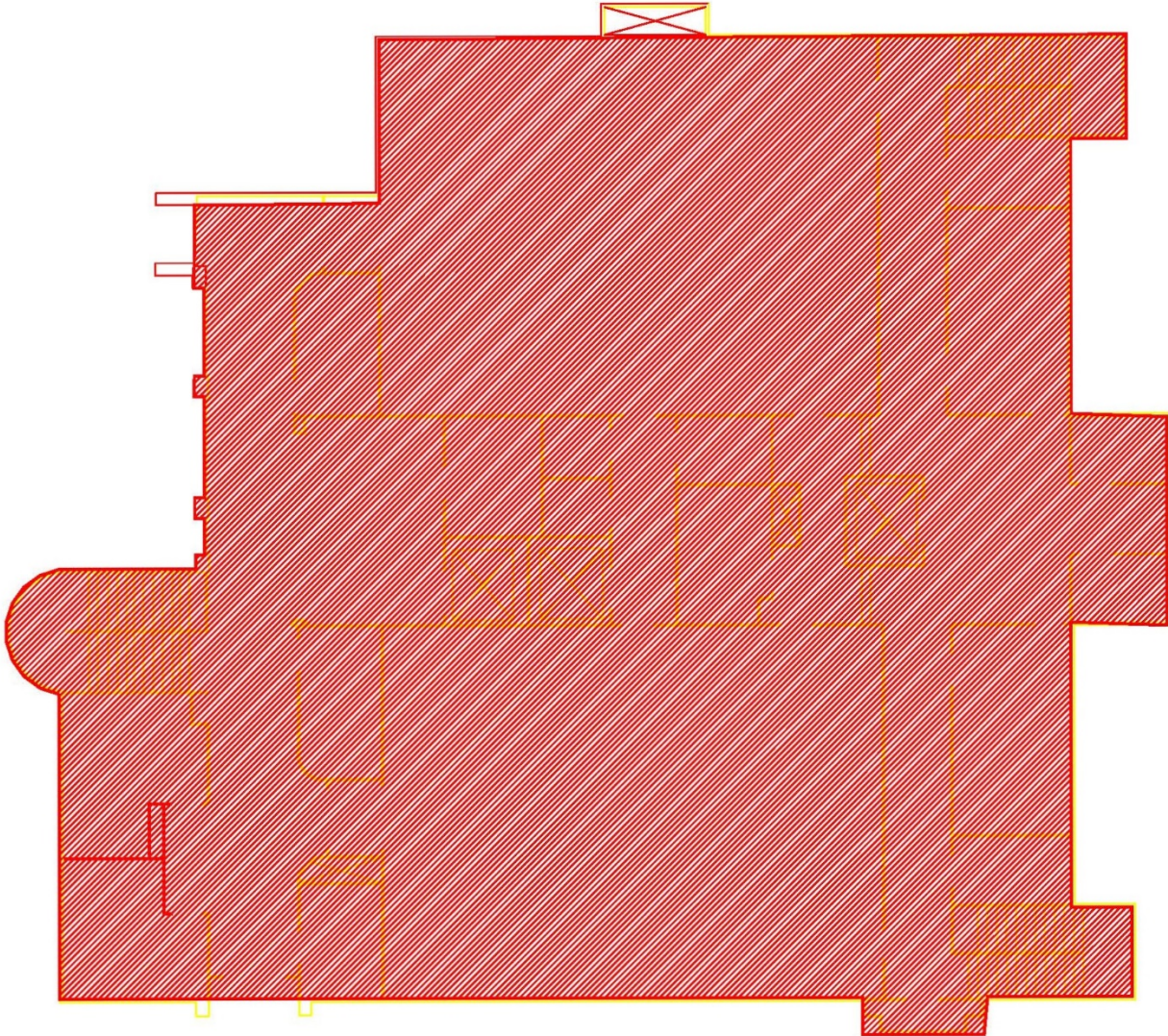
SANTA MARIA SUPERIOR COURT – BUILDING F



REVISED ATTACHMENT "3-E" TO JOA
REVISED FLOOR PLANS OF BUILDING G



SANTA MARIA SUPERIOR COURT – BUILDING G – 2ND FLOOR



-  COURT EXCLUSIVE
-  COUNTY EXCLUSIVE
-  COMMON

SANTA MARIA SUPERIOR COURT - BUILDING G - BASEMENT

