



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: General Service
Department No.: 063
For Agenda Of: May 6, 2008
Placement: Administrative
Estimated Tme: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: General Services Robert Nisbet, Director (560-1011)

SUBJECT: Transfer Agreement for Santa Barbara Figueroa Division Courthouse

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors take the following actions:

- a) Approve and authorize the Chair to execute the attached Facility Transfer Agreement between Santa Barbara County and the Judicial Council of California, Administrative Office of the Courts (AOC) for the Santa Barbara Figueroa Division Courthouse;
- b) Approve and authorize the Chair to execute the attached Grant Deed for the Figueroa Division Courthouse (Exhibit C to the Transfer Agreement);

Summary Text:

The Trial Court Facilities Act of 2002 (Act) was adopted to provide for the transfer of responsibility of trial court facilities from counties to the AOC. Santa Barbara County has 18 separate court facilities and 2 leases that must be transferred to the AOC. The Act contemplates transfer of title of the properties; but also allows for only *transfer of responsibility* when transfer of title is not initially feasible due to county occupancy of the facility, debt issues, or other complexities. The county will transfer title to some courthouse and responsibility to others. The Figueroa agreement is a transfer of title. On June 30, 2007, the deadline for transfers expired. Most court facilities in the State were not transferred by this deadline. On April 23, 2008, AB 1491 was signed by the Governor and this bill extends the deadline through December 31, 2009. However, financial penalties are imposed for facilities transferred after October 1, 2008.

Background:

County staff has been negotiating with staff from the AOC for 3 years to transfer 18 buildings and two leases. The buildings were divided by region (i.e. Santa Barbara, Santa Maria, Lompoc and Solvang), and by complexity of transaction (less complicated transactions are considered those facilities that are solely occupied by the court, have no debt associated with them, and are seismically not deficient; more complicated transactions are considered those facilities that are mixed use with County functions, may be demised premises, or have debt associated with them, and are considered seismically deficient by the AOC).

The original Act presented a potential roadblock for transfer of facilities the AOC defined as seismically deficient. Several of the County's courthouses were considered to be seismically deficient and the AOC would not accept transfer of these facilities. In October 2007, SB 10 was enacted and this bill allowed the AOC to accept transfer of seismically deficient buildings so long as counties retained liability in the event of an earthquake for 35 years. The Figueroa Courthouse is considered to be seismically deficient. Initially—prior to the passage of SB 10, and even after its passage—staff studied the structure of this courthouse to ascertain if it would be economically feasible to retrofit it prior to transfer so that it would not be considered deficient. It was eventually decided that it would not be economically feasible and thus, the transfer agreement retains the liability in accordance with SB 10.

The agreement is complex and comprehensive. What follows is a summary of the highlights:

- The County is transferring title to this facility (Under the Act there is a provision in which title is retained by the county and only “Transfer of Responsibility” is made to the AOC. This provision is for mixed use buildings, or buildings with other complications.)
- 17 parking spaces and are being transferred along with this building (See Exhibit E). The parking lot between the Courthouse and the Probation Building has historically been shared between Superior Courts and various County departments. The property line between the Courthouse and the Probation Building runs down the middle of this parking lot. 17 parking spaces currently exist on the Figueroa Courthouse parcel. After execution of the Agreement, certain dedicated parking space will need to be reallocated to insure that County employees are parking on County property, and Court employees are parking on State property.
- The AOC is being granted a license for ingress, egress, and access over portions of the Probation Building parcel (See Exhibit A-2).
- After closing, the County will have no further obligation for the maintenance and operation of the Figueroa Courthouse. The County will retain some responsibility of a modular building located on the site as discussed below.

- The County will pay the AOC an annual facility payment (CFP) of \$218,780 in perpetuity to account for the operating and maintenance costs of the facility. This payment is net of an earthquake insurance credit in the amount of \$2,668, and an energy credit in the amount of \$4,740.
- A modular building straddles the property line between the Probation Building and the Courthouse. The half on the Probation parcel is leased by the County to Court Appointed Special Advocates (CASA) for a 10-year term with a 10-year option. In the event the AOC elects to remove the modular during the initial 10-year term due to expansion of the Court facility, they will be responsible for the costs incurred to seek, relocate, and provide CASA alternate space (See Section 4.3.10.1).
- The County will retain ownership of the entire modular building, including the portion located on the Court parcel. The County will retain maintenance responsibilities of the exterior and structure of this facility.
- Following Board approval of this agreement, it must be approved by the State Public Works Board (PWB) prior to recordation of the Grant Deed. Based on this step, it is reasonable to expect that closing will not occur for approximately 90 days after the Board authorizes execution of the agreement.

Performance Measure:

N/A

Fiscal and Facilities Impacts:

The fiscal and facility impacts are as discussed above: The County will pay the State \$218,780 annually for this facility to account for the operation and maintenance costs; and in return, the County will be relieved of the responsibility for this facility.

Additionally, as the other court facilities are transferred, the County will be relieved of remodeling existing court facilities and/or providing replacement court facilities in the future. Until all buildings transfer, the law currently requires the County to provide “necessary and suitable space” for court operations.

Budgeted:

The expenditure of Quarterly CFP payments is budgeted for Fiscal Year 2008-09.

Staffing Impacts:

Legal Positions:

N/A

FTEs:

0.5

Eventually, the transfer of Court facilities will have an impact on maintenance worker staffing levels. As the AOC assumes maintenance responsibilities for additional facilities, the same work will no longer be required of County maintenance workers. The maintenance requirements of this facility represent approximately 0.5 of an FTE; however, we are not recommending any reductions in maintenance staff levels at this time due to the development of several new county facilities over the past couple of years that essentially cancel out the elimination of this facility from the County's inventory

Special Instructions:

The Board Chair should execute two originals that should be sent to Bob Nisbet, General Services Director, for further processing by the AOC.

Attachments:

- 1) Transfer Agreement for Santa Barbara Figueroa Division Courthouse including Exhibits A through H