

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,
THE COUNTY OF SANTA BARBARA, AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA,
FOR THE CONTINUED USE OF
THE HISTORIC SANTA BARBARA COUNTY COURTHOUSE
PURSUANT TO GOVERNMENT CODE SECTION 70329**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of _____, 2018 (“**Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**”), the County of Santa Barbara, a political subdivision of the State of California (“**County**”), and the Superior Court of California, County of Santa Barbara (“**Court**”). The Judicial Council, County, and Court are sometimes individually referred to in this MOU as a “**Party**” and together referred to in this MOU as the “**Parties.**”

WHEREAS, the Lockyer-Isenberg Trial Court Funding Act of 1997 (Stats. 1997, ch. 850 (Assem. Bill 233)) provides for the transfer of the primary obligation for funding of trial court operations from the counties to the State of California (the “**State**”); and

WHEREAS, the restructuring of funding for the trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and state funding of, and created a more stable and consistent funding source for, trial court operations; and

WHEREAS, the Trial Court Facilities Act of 2002 (SB 1732) (Escutia), codified at Government Code section 70301 et seq., as may be hereafter amended (the “**Act**”), was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the Judicial Council of California; and

WHEREAS, under Government Code section 70329 (all further statutory references in this MOU are to the Government Code unless otherwise specified), historical buildings containing court facilities are an exception to the terms of the Act providing for transfer of responsibility for court facilities; and

WHEREAS, the Santa Barbara County Courthouse, located at 1100 Anacapa Street, Santa Barbara, California 93101 (the “**Historic Courthouse**”), was completed in 1929, was built in the Spanish-Moorish style, and has been called “the most beautiful government building in America”; and

WHEREAS, there is an approximately 64,704 exclusive use square foot court facility (as defined in section 70301(d)) in the Historic Courthouse, which consists of, among other things, six courtrooms, six chambers for judges of the Court, and other rooms and areas required or used exclusively for Court functions (the “**Court Facility**”), as

further depicted in **Exhibit “A”** attached hereto and incorporated herein, and the term **“Historic Courthouse”** used in this MOU includes the Court Facility; and

WHEREAS, the Historic Courthouse is an essential part of the Santa Barbara County community and is a significant historical asset to California judicial history; and

WHEREAS, the Parties wish to preserve the significant legal legacy of the County, Court, and State by providing for the Court’s continued use of the Historic Courthouse.

NOW, THEREFORE, the Judicial Council, County, and Court agree as follows:

AGREEMENT

1. Purpose

This MOU constitutes an agreement among the Judicial Council and the County, under section 70329, by which the County will continue to make the Court Facility in the Historic Courthouse available to the Judicial Council and the Court. The Parties accordingly acknowledge and agree that the Judicial Council and Court shall have the right to exclusively occupy and use the Court Facility and the right to non-exclusively occupy and use those areas of the Historic Courthouse used in common by the Parties, public, and other tenants thereof including, without limitation, the stairwells, elevators, loading and unloading zones, trash areas, roadways, walkways, driveways, and landscaped areas (**“Common Area”**). The Parties make and enter into this MOU with the intention that it be consistent with the terms of the Act, and that, by entering into this MOU, the Parties will have satisfied their obligations under the Act with respect to the Court Facility in the Historic Courthouse.

2. Authorized Signatories

The Judicial Council’s authorized signatory for this MOU is its Manager, Contracts of its office of Branch Accounting and Procurement. The County’s authorized signatory for this MOU is the Chair of the County’s Board of Supervisors. The Court’s authorized signatory for this MOU is its Presiding Judge.

3. No Transfer; Continuation of Operational Responsibilities

a. Under this MOU, consistent with section 70329(a), the County will not transfer its title in and to the Historic Courthouse to the State, nor will the County transfer responsibility for funding and operation of the Court Facility to the Judicial Council.

b. The Parties agree that sections 70312 and 70329 together relieve the County of its obligation to pay a county facilities payment (**“County Facilities Payment”** or **“CFP”**) related to the Historic Courthouse so long as the County continues to make the

Court Facility in the Historic Courthouse available to the Judicial Council and Court for use as a court facility on the terms set forth in this MOU.

c. The Parties agree that sections 70312 and 70329(b) together relieve the County of its responsibility, under section 70311, for providing to the Court those necessary and suitable court facilities currently comprised of the Court Facility in the Historic Courthouse on the condition that the County at all times either (i) continues to make the Court Facility in the Historic Courthouse available to the Judicial Council and the Court for use as a court facility, or (ii), with the consent of the Judicial Council, provides alternate space to the Judicial Council and the Court that is of comparable size, condition, and utility to the size, condition, and utility of the Court Facility on the date the Court vacates the Court Facility; it being understood by the Parties that any alternate space provided by the County need not be provided in an historical building, and that the term “comparable condition,” as used in section 70329(b)(2) and this MOU, refers to the operational condition of the structural elements, systems, and equipment in each building, and that any alternate court facility space provided by the County under section 70329(b)(2) and this MOU is not required to have aesthetic elements comparable to those in the Historic Courthouse.

d. The County will continue to be responsible for the operation and maintenance of the Historic Courthouse and the Court Facility in the Historic Courthouse, and for performing all necessary repairs and maintenance, including deferred maintenance, so that the Historic Courthouse remains in at least the same condition and state of suitability for use as a court facility as the Historic Courthouse and Court Facility are in on the date of full execution of this MOU. Neither the Judicial Council nor the Court will be responsible for the operation and maintenance of the Historic Courthouse or the Court Facility other than those items outlined in **Exhibit “B,”** Maintenance and Repair Responsibilities.

County shall not be required to make any alterations or improvements that exceed the repairs or maintenance responsibilities described in the first paragraph of this subpart (d). However, pursuant to section 70329(c), if the Judicial Council and Court desire alterations or improvements to the Court Facility or Common Area that they deem necessary and advisable for the conduct of Court operations and that exceed repairs or maintenance responsibilities described above, the Judicial Council may make such alterations or improvements upon receiving the approval of the County. The Judicial Council shall send prior written notice to County seeking approval and shall consult with the County’s Director of General Services. County’s approval of any such request shall not be unreasonably withheld, conditioned, or delayed. Funding for such alterations or improvements shall be the sole responsibility of the Court and Judicial Council. Contingent upon the availability of funding, County may agree to share the costs of alterations or improvements to the Common Area. In the event that the Court Facility in the Historic Courthouse is no longer available to the Judicial Council and the Court, County

may only be required to repay to the Judicial Council the remaining unamortized costs of the alterations or improvements if (a) the alterations or improvements are to the Common Area; and/or (b) the Court Facility is no longer available because the County has elected to provide alternative space in accordance with subpart (c) above.

Except as provided in section 4 of this MOU, the Judicial Council will bear responsibility for the operation and maintenance of any new court facilities required to accommodate future program growth for the Court related to programs and Court operations housed in the Historic Courthouse on the date of this MOU including, but not limited to, growth related to new judgeships.

Any approvals or authorizations required from County shall only be granted in accordance with applicable law.

e. If the Judicial Council, in consultation with the Court, should elect to relocate Court operations from the Court Facility in its entirety from the Historic Courthouse to a replacement facility, the State will have the sole responsibility to acquire, design, construct, operate, and maintain the replacement court facility. Once the Court Facility is so relocated by the Judicial Council, the County will have no further responsibilities for the Court Facility formerly located in the Historic Courthouse and will instead make payment of the CFP under sections 70351 through 70370 and as provided in section 4 herein. At all times before the Judicial Council, in consultation with the Court, elects to relocate Court operations from the Court Facility to a replacement facility, the County will continue to have the right, with consent of the Judicial Council, to provide alternative court facilities of at least comparable size, condition, and utility under section 70329(b)(2).

f. The Judicial Council acknowledges the significant legal legacy of the Historic Courthouse and its importance to both State and County jurisprudence. The Judicial Council acknowledges the desire of the Court and the County to maintain and continue the years of California judicial history that the Historic Courthouse represents and the Parties agree that, should the Judicial Council or County elect to relocate Court operations from the Court Facility to a new location, the Parties will negotiate for a continued judicial presence at the Historic Courthouse, which the Parties intend will consist of the Court's occasional use of two of the courtrooms in the Court Facility and occasional use of the Mural Room for ceremonies, receptions, and similar functions.

g. At all times that this MOU is in effect, the County will provide to the Judicial Council, for use by the Court, a total of 10 reserved, secured parking spaces in the parking lot underneath the Historic Courthouse.

4. County Facilities Payment

a. If the Judicial Council, in consultation with the Court, should elect to relocate Court operations from the Historic Courthouse to a replacement facility in accordance with section 3(e) of this MOU, the County will then begin to pay to the State the estimated quarterly installments of the CFP under sections 70351 through 70370 in the amount determined under sections 4(d) and (e) of this MOU, but limited to 120% of the amount the County's CFP would have been under the Act had the County transferred responsibility to the Judicial Council on December 31, 2009. See **Exhibit "C."** This 120% limitation shall include the adjustment for inflation under section 70355 calculated to the Effective Date of this MOU. As the State has not appropriated any funding for a court facility to replace the Court Facility in the Historic Courthouse, the Parties do not expect that the Judicial Council or Court will elect to cause the Court to vacate the Historic Courthouse in the near future.

b. If the County should elect to relocate the Court from the Historic Courthouse to a replacement facility, with consent of the Judicial Council, under section 70329(b)(2) and section 3(e) of this MOU, the County will then begin to pay to the State the estimated quarterly installments of the CFP under sections 70351 through 70370, in the amount determined under sections 4(d) and (e) of this MOU.

c. Irrespective of whether the Court vacates the Court Facility at the election of the Judicial Council, or at the election of the County, the CFP will provide a source of funding for the ongoing operations and maintenance of future court facilities consistent with the intent of the Legislature in enacting sections 70351 through 70370. Consistent with the Legislature's intent, the CFP will be limited to that amount the County historically expended for operation and maintenance of the Court Facility and, in the event the Judicial Council, in consultation with the Court, causes the Court to vacate the Court Facility, will be further limited as provided under section 4(a) of this MOU. The State will pay for the cost of ongoing operations and maintenance of any new court facility that replaces the Court Facility in excess of the County's CFP.

d. The Parties agree that when the CFP commences upon the Judicial Council's or County's relocation of Court operations from the Court Facility in the Historic Courthouse to a replacement court facility, the first 4 quarterly installments of the CFP will be based upon the State's and County's good faith estimates of the projected operating, maintenance, repair, insurance, and utility expenses of the replacement court facility during the first year of its operation, adjusted proportionately to reflect only the gross area that the Court Facility occupied in the Historic Courthouse on the Effective Date of this MOU, including both the space exclusively occupied by the Court and the Court's pro rata interest in the Common Area of the Historic Courthouse.

e. After one year of the Court's occupancy in the replacement court facility, the actual expenses of the first year of Court operations, proportionately adjusted

as described in section 4(d) of this MOU, will be used to determine the permanent quarterly installments of the CFP. The Judicial Council and the County will compare the estimated and actual expenses for the first year of the Court's occupancy of the replacement court facility at the end of the first year to determine the amount of a one-time reconciliation payment to either the County or State. It is anticipated that the County will benefit by this approach because the Parties assume that the cost to operate and maintain a modern court facility will be less than those costs for the Court Facility in the Historic Courthouse.

5. Disposition of Historic Courthouse, Furniture, and Fixtures

Because no transfer of responsibility or title will occur for the Historic Courthouse, section 70391(c) will not apply. Except as specifically described in this MOU, the Judicial Council relinquishes any rights under the Act to the Historic Courthouse including, but not limited to, all real property as well as all improvements, historical fixtures, and historical furniture, except for any personal property determined not to be original to the courthouse as part of its historic inventory or determined to be the property of the Court under the Lockyer-Isenberg Trial Court Funding Act of 1997.

6. Dispute Resolution

a. Any dispute among any of the Parties relating to this MOU will first be subject to informal negotiations consisting of a letter from the Party alleging the dispute to the other Parties and identifying it as a request for dispute resolution under this paragraph of this MOU. Any Party receiving such a request for dispute resolution must respond within 30 calendar days. The Parties will then engage in an unassisted negotiation regarding the dispute within the next 90 days or as otherwise mutually agreed in writing. In the event a resolution of the dispute is not reached at the conclusion of the informal negotiations, the Parties will mediate the dispute at the request of any Party.

b. If a Party requests mediation, the Parties will within 60 days mutually agree to a neutral mediator. If the Parties within 60 days do not agree to a mediator, any Party may seek to have the Court appoint a qualified neutral mediator.

c. Within 30 days of the selection or appointment of the mediator, the mediator must set a date, not more than 90 days in the future unless the Parties so agree, for the Parties to the dispute to submit a written mediation statement of the issues and disputes. The Parties to the dispute will equally share the costs of the mediator and any other associated expenses. A written agreement regarding compensation of the mediator and mediation expenses must be reached between the mediator and the Parties to the dispute before the mediation is commenced.

d. After consulting with the Parties to the dispute, the mediator will fix the date, time, and place of each mediation session to be held at any convenient location agreeable to the Parties and the mediator. The mediation must be completed within 60

calendar days after the date designated for the delivery of the Parties' mediation statements unless the Parties to the dispute and the mediator otherwise mutually agree in writing.

e. The Parties to the dispute must each attend and be represented at the mediation sessions by a person who is familiar with the facts of the dispute and has the authority either to negotiate on behalf of or to effectively recommend settlement to the Party he/she represents. Each Party to the mediation may have the assistance of and be accompanied by legal counsel or other third-party representative of its choice at its sole expense. Other persons may attend the mediation sessions only with the consent of all Parties and the mediator. All Parties will be entitled to attend the mediation sessions, whether or not they are directly involved in the dispute.

f. The mediation statements and mediation sessions will be confidential in all respects. The provisions of California Evidence Code sections 1152 and 1154 will apply to all written and oral evidence presented in the mediation and to any and all settlement communications or mediation communications made during the mediation itself or otherwise in furtherance of or related to the mediation or settlement of the dispute.

7. General Provisions

a. This MOU contains the entire and complete agreement of the Parties with respect to the subject matter of this MOU, 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 MOU except as expressly set forth in this MOU.

b. Any notices required or permitted to be given under the terms of this MOU 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 Parties:

If to the Judicial Council: Judicial Council of California
Facilities Services
Attention: Director
2860 Gateway Oaks Drive, 4th floor
Sacramento, CA 95833
Voice: 916-263-2981

With a copy to: Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-4048

In addition, all notices by the County relating to termination of this MOU or an alleged breach or default by the Judicial Council or Court of this MOU 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

If to the Court: Superior Court of California,
County of Santa Barbara
Attention: Court Executive Officer
1100 Anacapa Street
Santa Barbara, CA 93121
Voice: 805-882-4550
E-mail: dparker@sbcourts.org


If to the County: County of Santa Barbara
Attention: Janette D. Pell
105 E. Anapamu St., Room 108
Santa Barbara, CA 93101
Voice: 805-568-2625
E-mail: jpell@countyofsb.org

c. No addition to or modification of the terms of this MOU shall be valid unless made in a written amendment to this MOU, which is formally approved and signed by each of the Parties to this MOU.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date first above written.

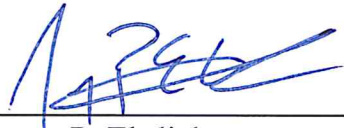
JUDICIAL COUNCIL OF CALIFORNIA COUNTY OF SANTA BARBARA

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: 10/25/18

By: _____
Name: Das Williams
Title: Chair, Board of Supervisors
Date: _____

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

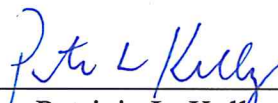
ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board


By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: Oct 19 2018

By: _____
Deputy Clerk

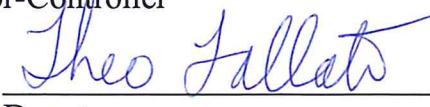
APPROVED AS TO FORM:
Michael C. Ghizzoni
Santa Barbara County Counsel

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA BARBARA**

By: 
Name: Hon. Patricia L. Kelly
Title: Presiding Judge
Date: 11/1/18

By: 
Name: Scott Greenwood
Title: Deputy County Counsel
Date: 11-13-18

APPROVED AS TO ACCOUNTING FORM:
Theodore A. Fallati, CPA
Auditor-Controller

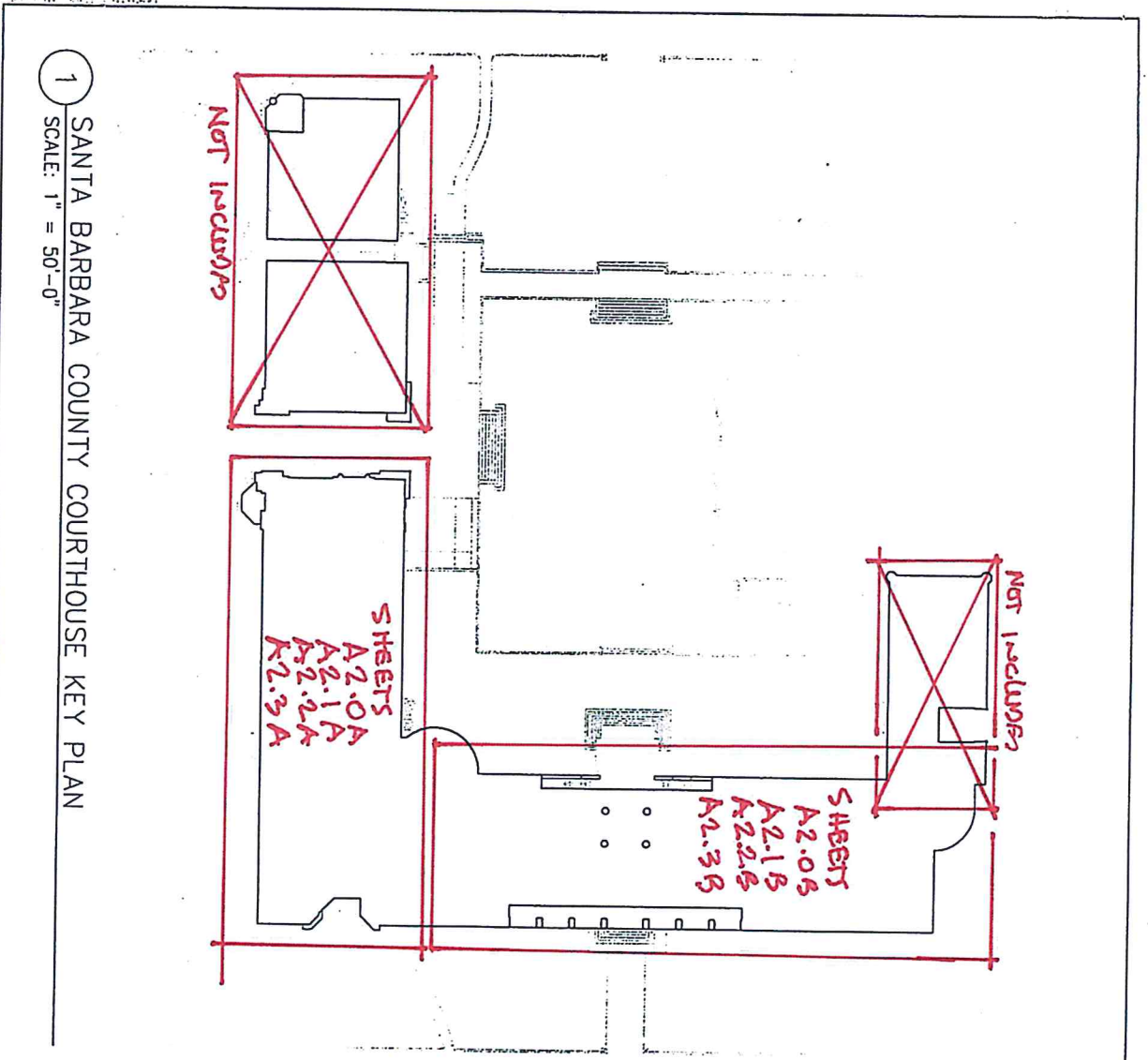
By: 
Deputy

RECOMMENDED FOR APPROVAL
Janette D. Pell
Director of General Services

By: 
Department Head

EXHIBIT "A"

**DEPICTION OF COURT FACILITY AND COMMON AREA OF
THE HISTORIC COURTHOUSE**



1 SANTA BARBARA COUNTY COURTHOUSE KEY PLAN
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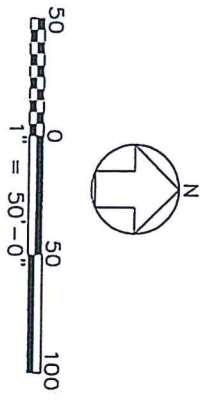
INDEX OF DRAWINGS

- A2.0A PARTIAL BASEMENT PLAN
- A2.0B PARTIAL BASEMENT PLAN
- ~~NIC A2.0C PARTIAL BASEMENT PLAN~~
- ~~A2.1A PARTIAL FIRST FLOOR PLAN~~
- ~~A2.1B PARTIAL FIRST FLOOR PLAN~~
- ~~NIC A2.1C PARTIAL FIRST FLOOR PLAN~~
- ~~A2.2A PARTIAL SECOND FLOOR PLAN~~
- ~~A2.2B PARTIAL SECOND FLOOR PLAN~~
- ~~NIC A2.2C PARTIAL SECOND FLOOR PLAN~~
- ~~A2.3A PARTIAL THIRD FLOOR PLAN~~
- ~~A2.3B PARTIAL THIRD FLOOR PLAN~~
- ~~NIC A2.3C PARTIAL THIRD FLOOR PLAN~~

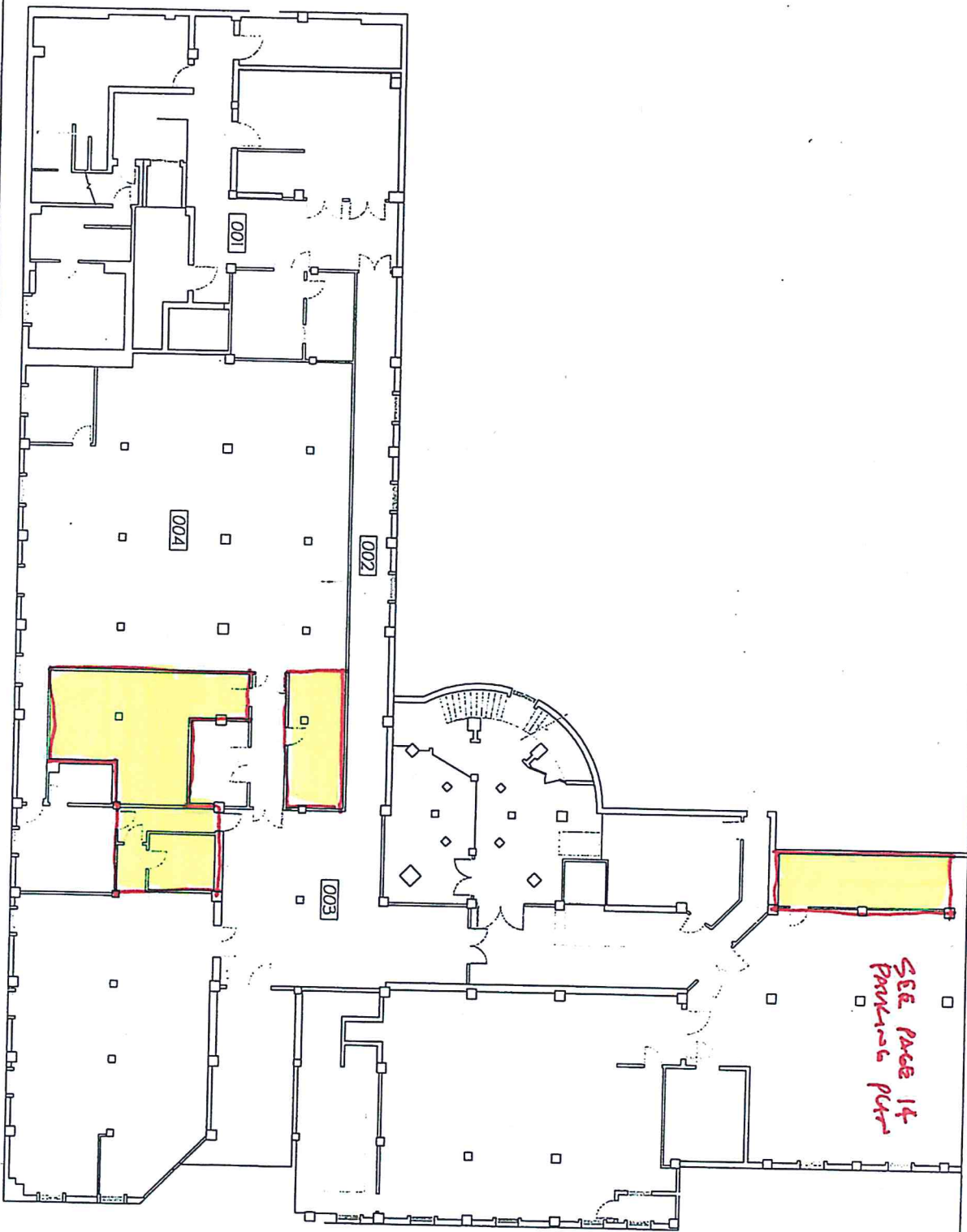
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1/16" = 1'-0"

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CHANGED		DATE	
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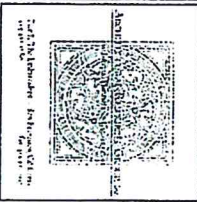
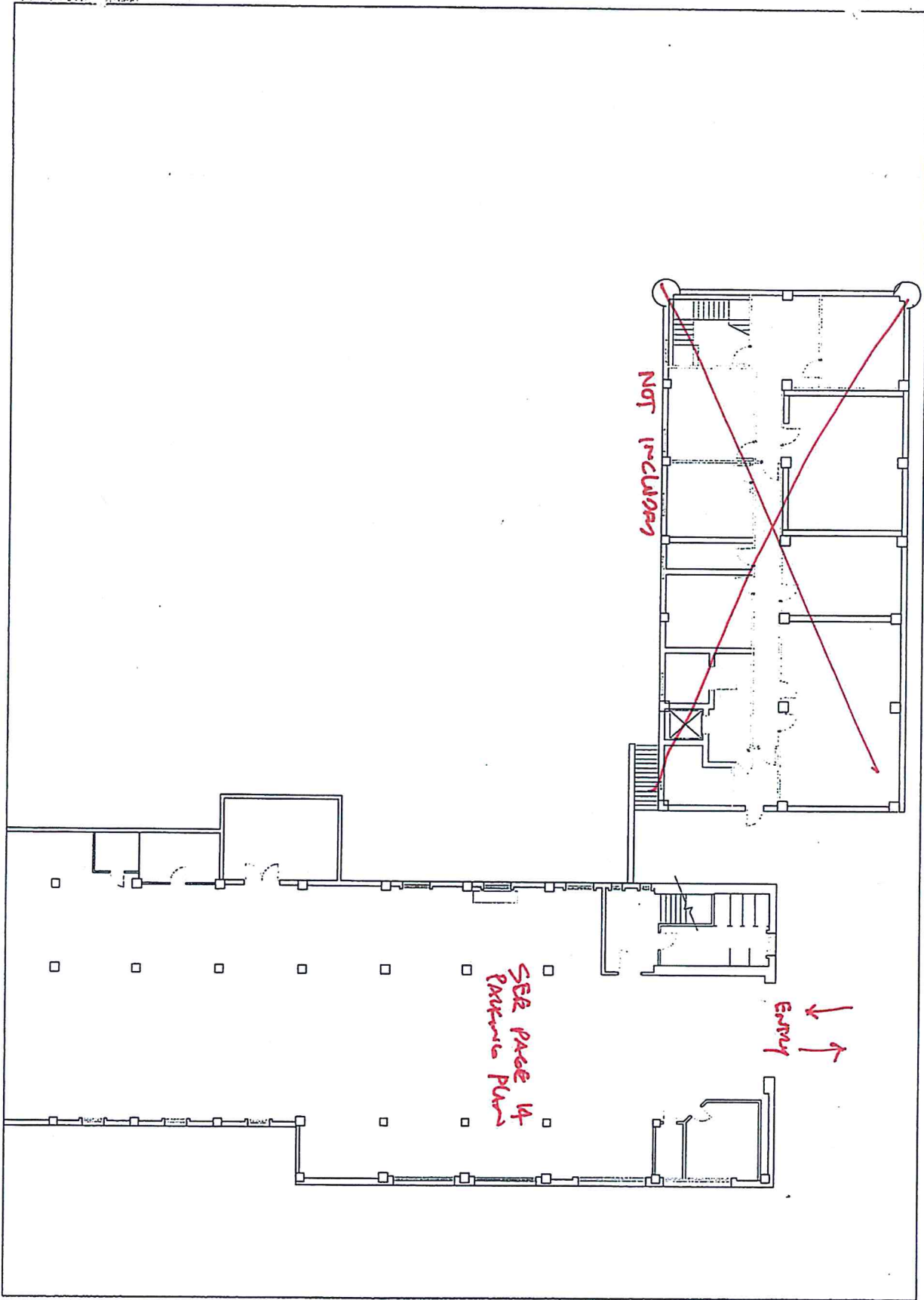


SEE PAGE 14 -
Previous plan



SANTA
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COUNTY
COURTHOUSE
HISTORIC STRUCTURE
REPORT
1100 ANACAPA STREET
SANTA BARBARA, CALIFORNIA

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ISSUANT	DATE
HSR REFERENCE DRAWINGS	SEPTEMBER 2012
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DATE	SCALE
SEPTEMBER 2012	
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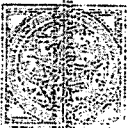
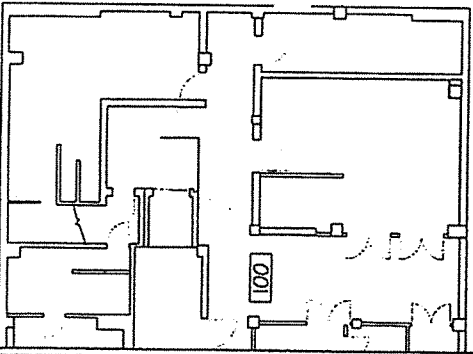
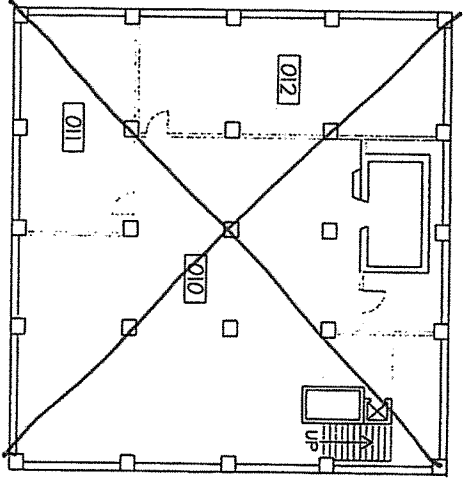


NO.	DESCRIPTION	DATE
REVISIONS		

SANTA
 BARBARA
 COUNTY
 COURTHOUSE
 HISTORIC STRUCTURE
 REPORT
 1100 ANACAPA STREET
 SANTA BARBARA, CALIFORNIA

SHEET TITLE
 PARTIAL BASEMENT
 FLOOR PLAN

INSTANTIAL HSR REFERENCE DRAWINGS DATE SEPTEMBER 2012	PROJ. STA. 00016 DRAWN CHECKED	DRAWING NO. A2.0B
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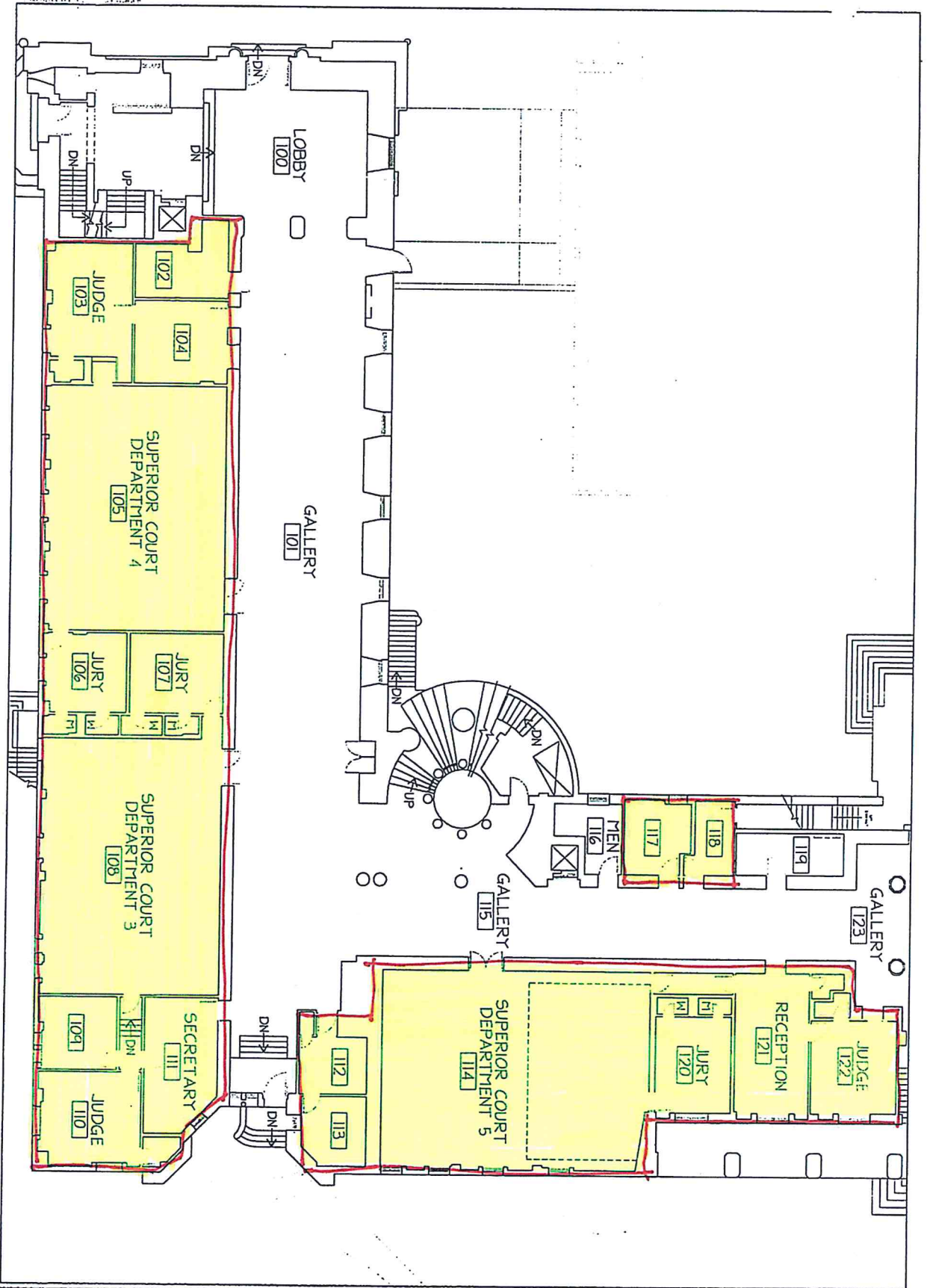


State Architect - California
 License No. 12345

REV.	DESCRIPTION	DATE

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 100 ANACAPA STREET
 SANTA BARBARA, CALIFORNIA

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DESIGNED C. BROWN	CHECKED
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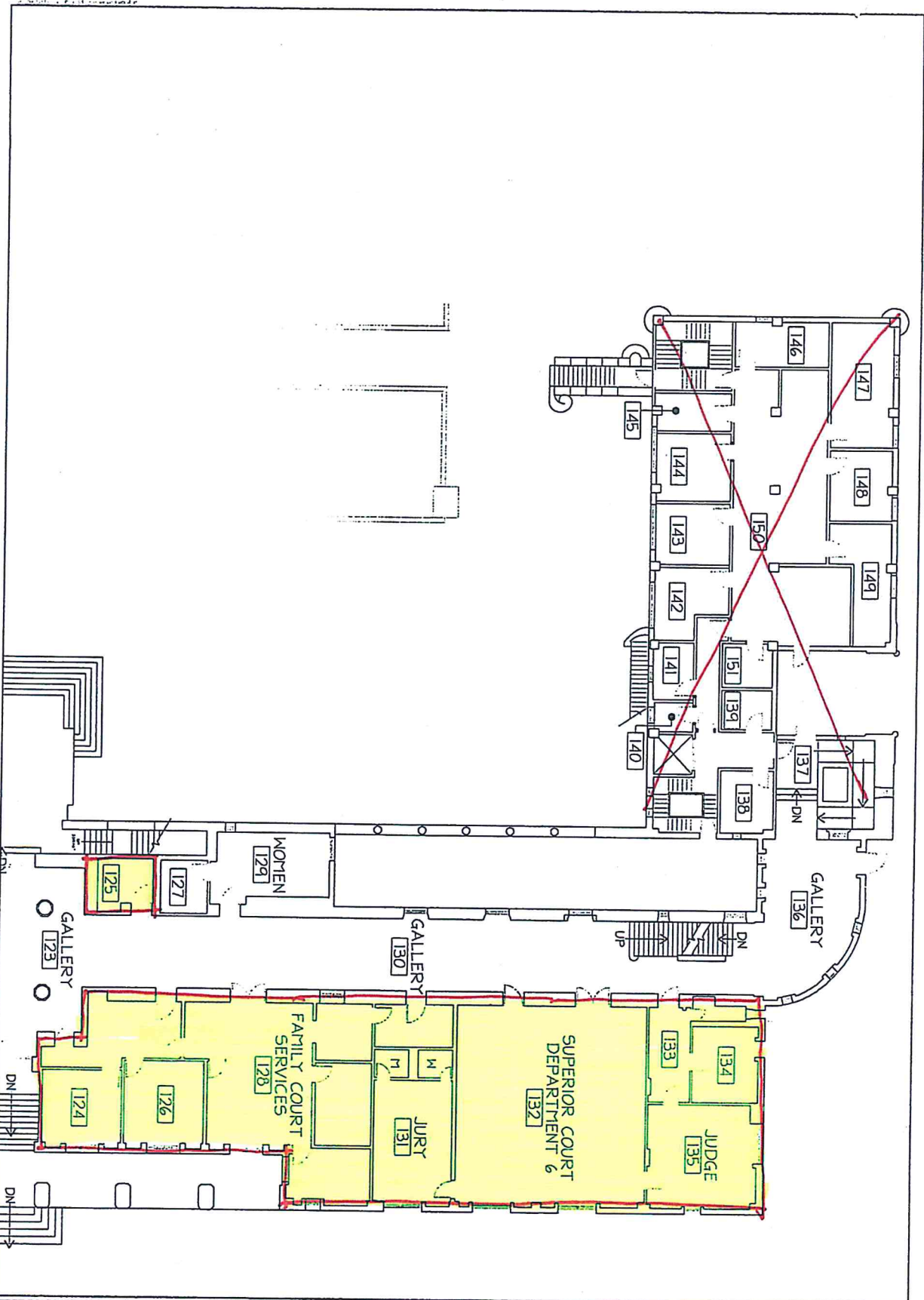


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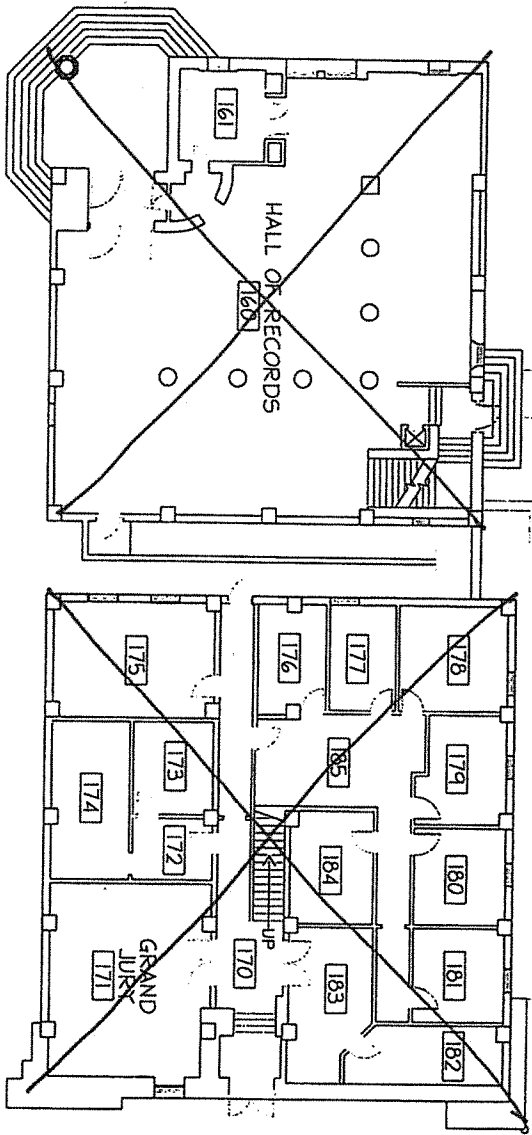
SANTA BARBARA COUNTY COURTHOUSE
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 100 ANGELES STREET
 SANTA BARBARA, CALIFORNIA

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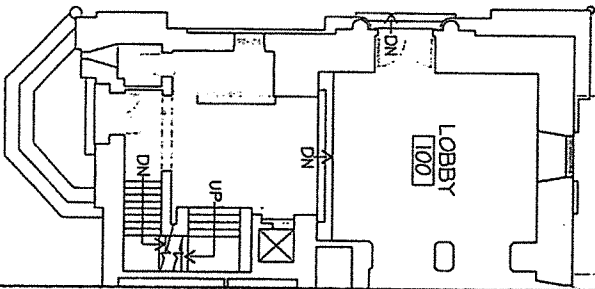
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DATE	SEPTEMBER 2012
DESIGNER	DANAY
CHECKED	
DRAWING NO.	A2.1A



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<p>SANTA BARBARA COUNTY COURTHOUSE HISTORIC STRUCTURE REPORT 1100 ANACAPA STREET SANTA BARBARA, CALIFORNIA</p>	
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SUNKEN GARDEN



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 PROJECT: SANTA BARBARA COUNTY COURTHOUSE

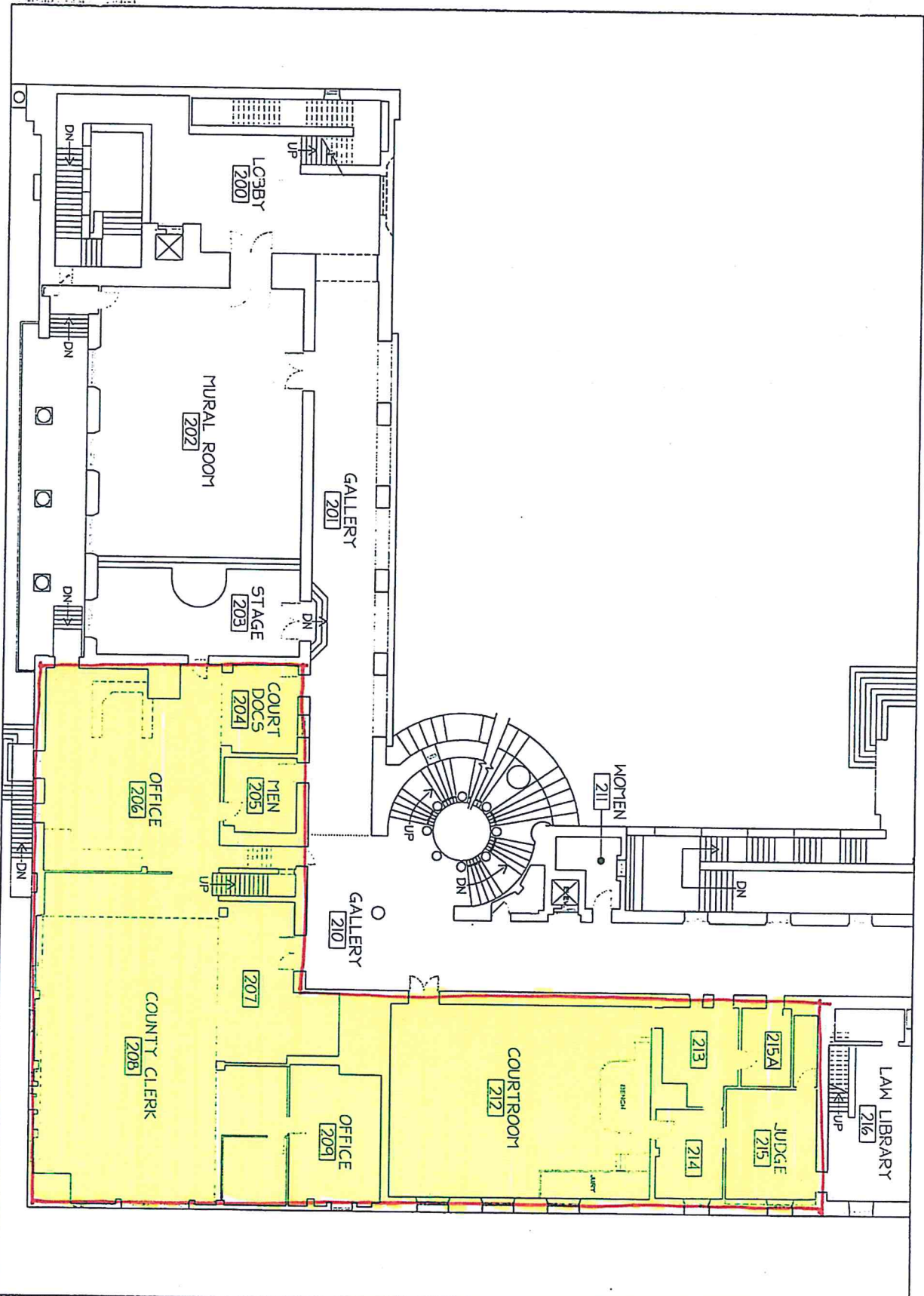
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SANTA BARBARA COUNTY COURTHOUSE
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 1100 ANACAPA STREET
 SANTA BARBARA, CALIFORNIA

SHEET TITLE
 PARTIAL FIRST FLOOR PLAN

DATE: SEPTEMBER 2012
 DRAWN BY: J. HANWORTH, INC.
 PROJECT: SANTA BARBARA COUNTY COURTHOUSE

A2.1C
 J. HANWORTH, INC.



Architect's Seal
 Santa Barbara County
 Architect

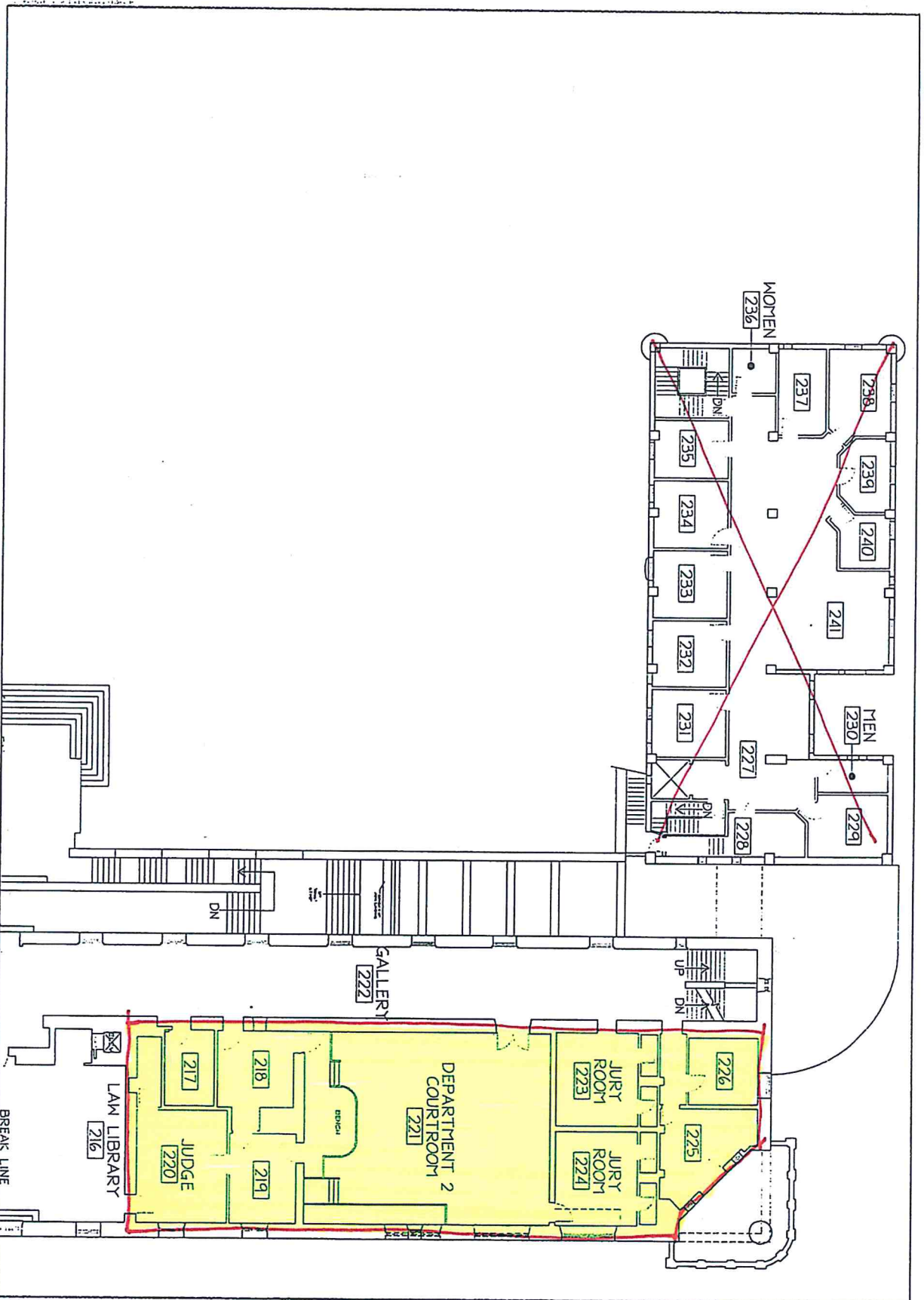
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SUBJECT TITLE
 PARTIAL SECOND FLOOR PLAN

ISSUANCE
 HSR REFERENCE DRAWINGS
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 PROJ. NO.
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DRAWING NO.
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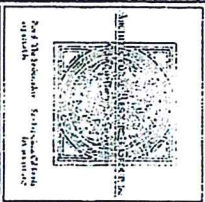
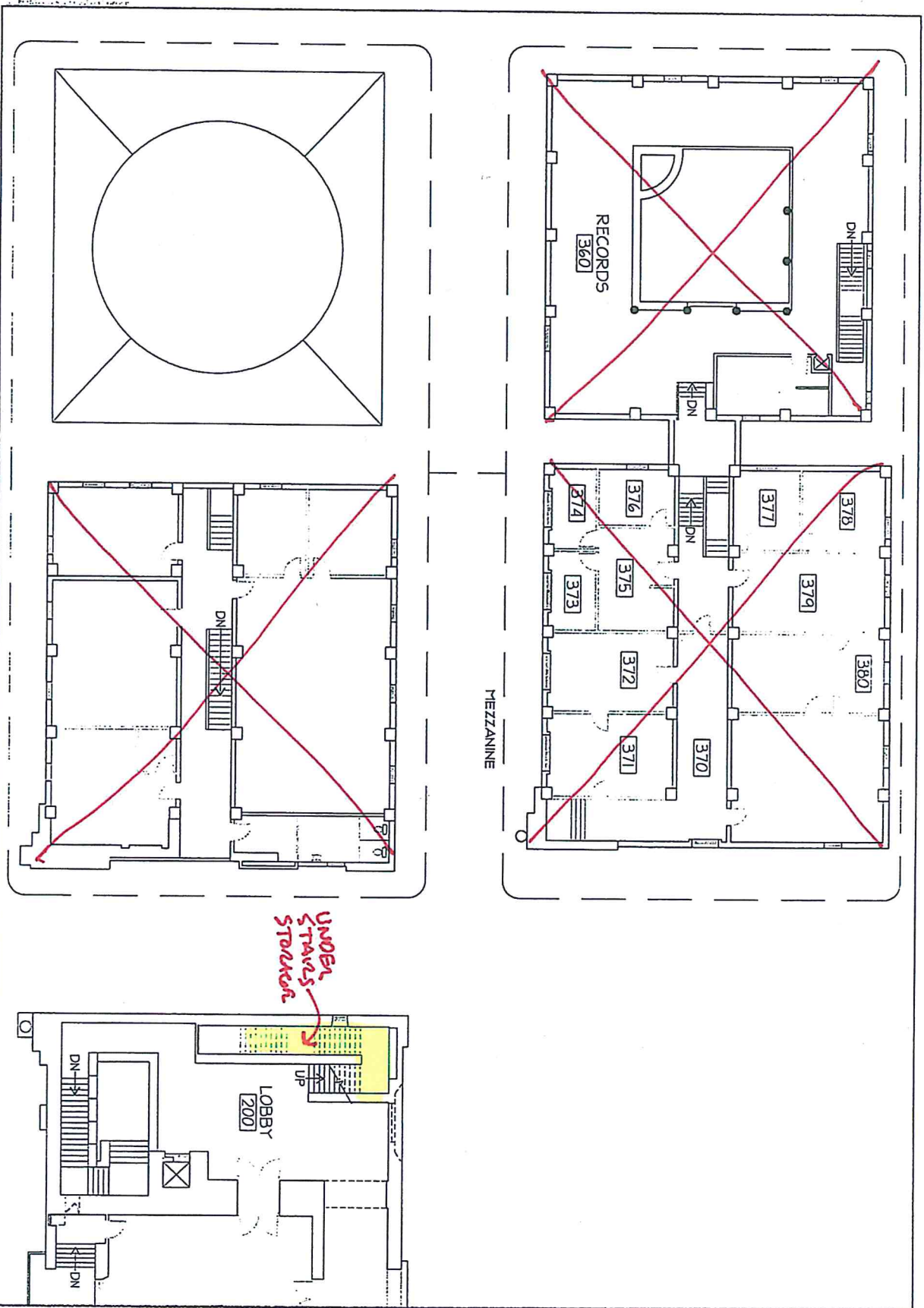
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SANTA BARBARA COUNTY COURTHOUSE
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 1100 ANACAPA STREET
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SHEET TITLE
 PARTIAL SECOND FLOOR PLAN

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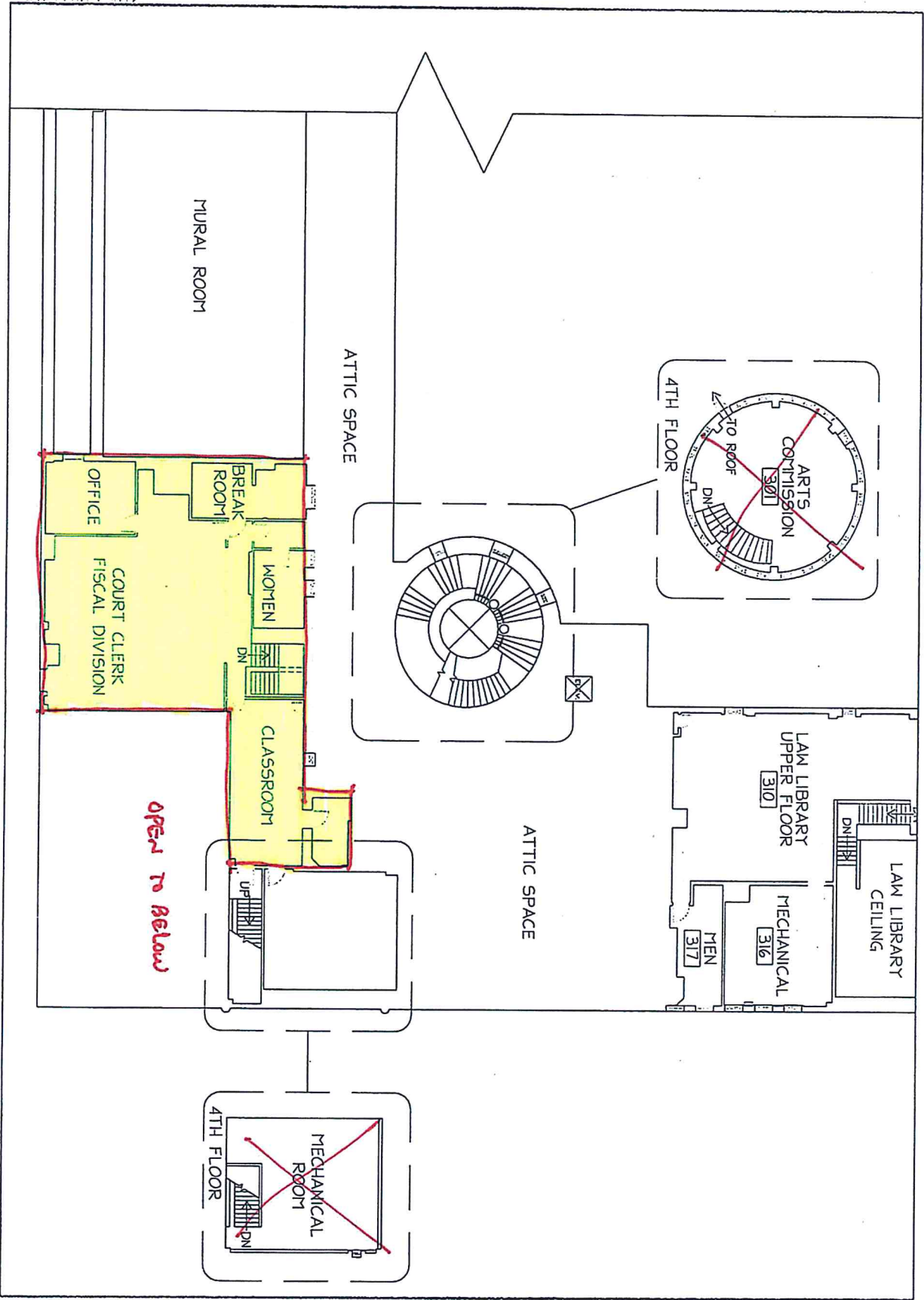
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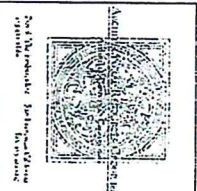
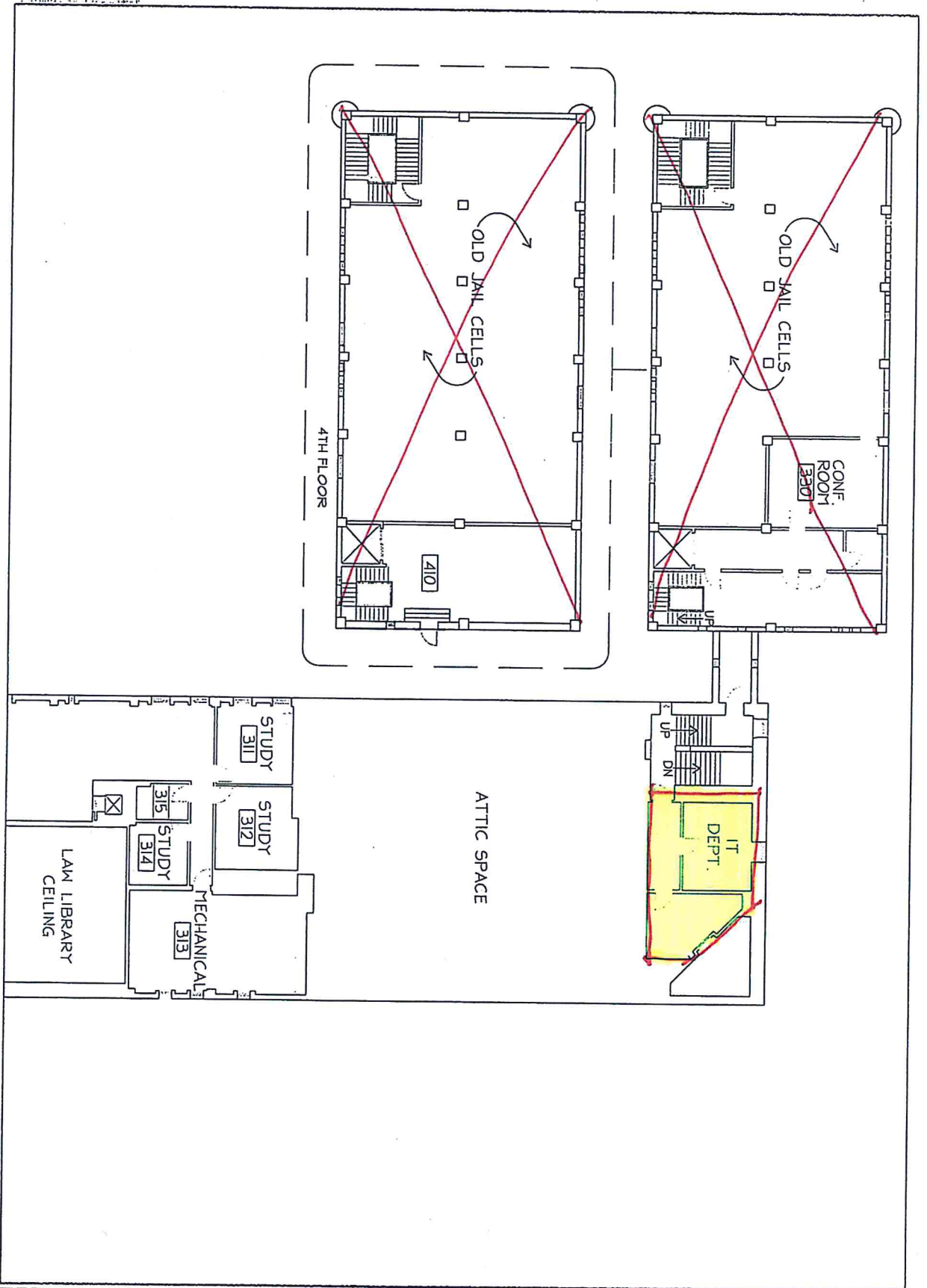
NO.	DESCRIPTION	DATE

SANTA BARBARA COUNTY COURTHOUSE
 HISTORIC STRUCTURE REPORT
 1100 ANACAPA STREET
 SANTA BARBARA, CALIFORNIA

SHEET TITLE	
PARTIAL SECOND FLOOR PLAN	
ISSUANCE	DATE
USER REFERENCE DRAWINGS	SEPTEMBER 2012
PROJECT NO.	00016
DRAWN	
CHECKED	
DRAWING NO. A2.2C	

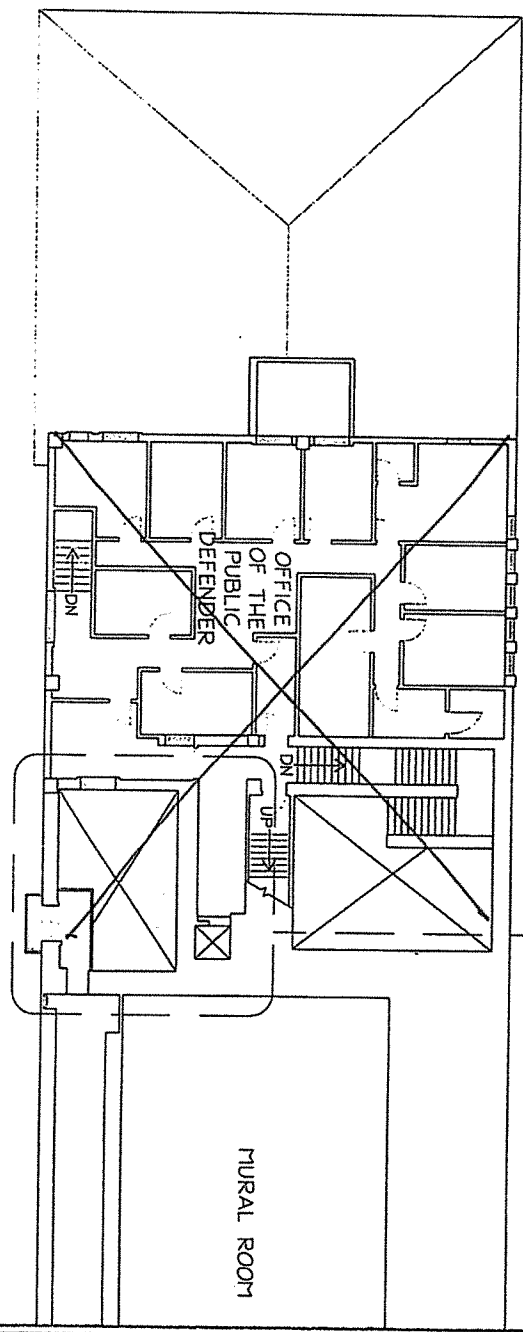
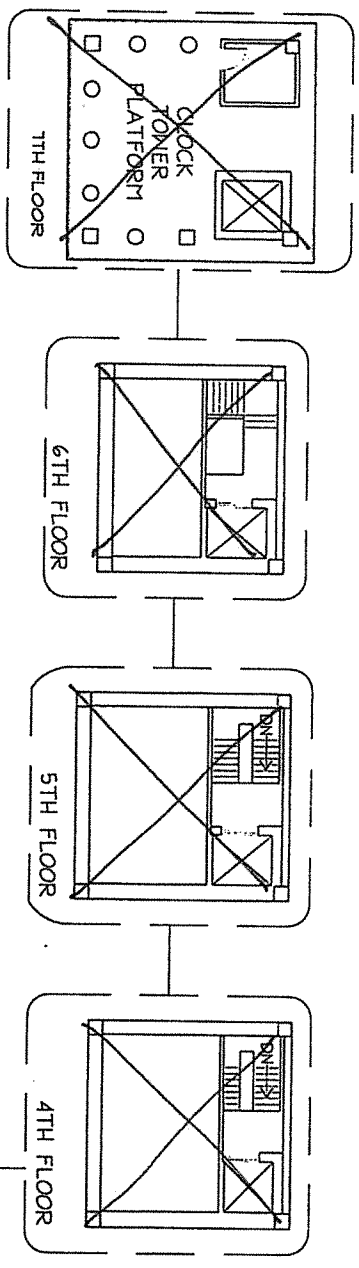
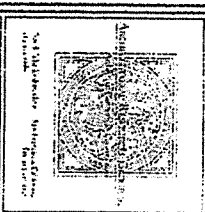


		<p>NO. DESCRIPTION DATE</p> <p>REVISIONS</p>	
<p>SANTA BARBARA COUNTY COURTHOUSE</p> <p>HISTORIC STRUCTURE RESTORE</p> <p>1100 ANACAPA STREET</p> <p>SANTA BARBARA, CALIFORNIA</p>			
<p>SUBJECT TITLE</p> <p>PARTIAL THIRD FLOOR PLAN</p>		<p>ISSUANCE</p> <p>FOR REFERENCE DRAWINGS</p> <p>DATE</p> <p>SEPTEMBER 2012</p>	
<p>DESIGNED BY</p> <p>DATE</p>		<p>DRAWN BY</p> <p>DATE</p>	
<p>CHECKED BY</p> <p>DATE</p>		<p>DATE</p>	
<p>DRAWING NO. A2.3A</p>			



NO. _____ DATE _____
 DISPOSITION _____
 REVISIONS _____
SANTA BARBARA COUNTY COURTHOUSE
 HISTORIC STRUCTURE REPORT
 1100 ANGLICA STREET
 SANTA INDIANA, CALIFORNIA

SHEET TITLE	
PARTIAL THIRD FLOOR PLAN	
ISSUANCE	H&R REFERENCE DRAWINGS
DATE	SEPTEMBER 2012
DRW. BY	NSI
DATE	08/04/12
DRAWN	
CHECKED	
DRAWN: NSI	
A2.3B	



		SANTA BARBARA COUNTY COURTHOUSE HISTORIC STRUCTURE REPORT 100 ANACAPA STREET SANTA BARBARA, CALIFORNIA	
SHEET TITLE PARTIAL THIRD FLOOR PLAN	INSTANT USER REFERENCE DRAWINGS DATE SEPTEMBER 2012	PREP. BY 09016 DRAWN (UNRECORDED)	DRAWING NO. A2.3C
NO. DESCRIPTION DATE REVISIONS			

COUNTY COURT BUILDING
1100 Anacapa St.

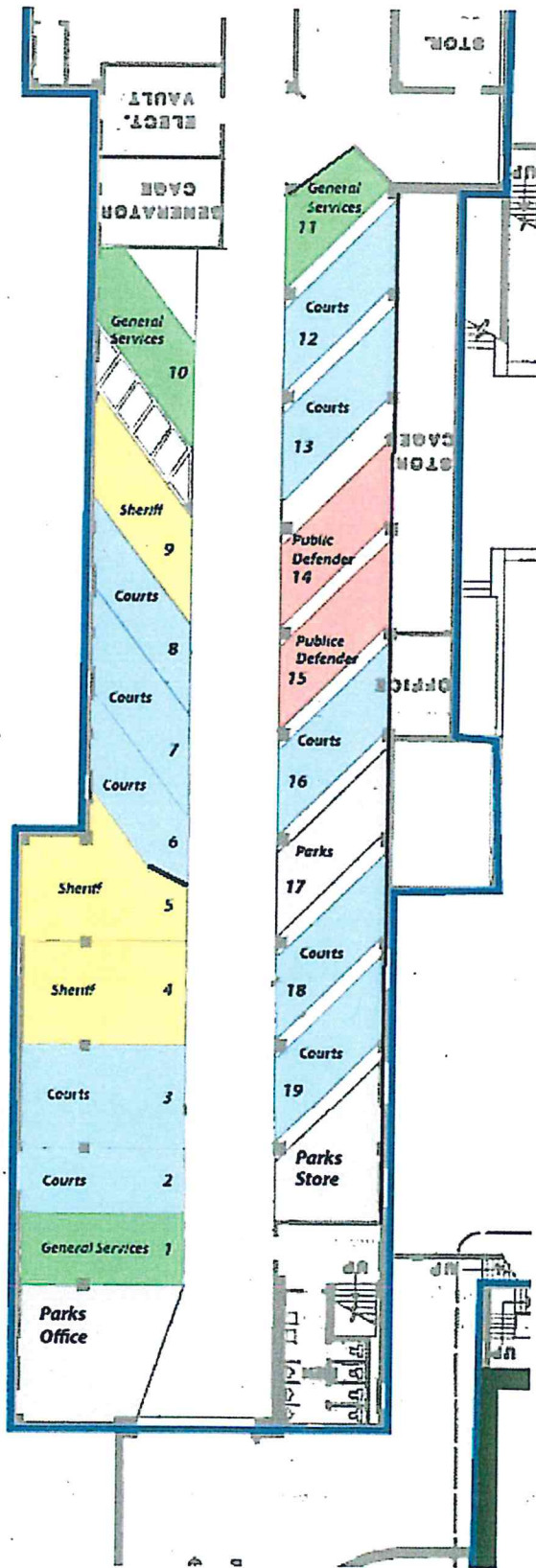


EXHIBIT "B"

MAINTENANCE AND REPAIR RESPONSIBILITIES

EXHIBIT "B"
**HISTORIC COURTHOUSE MAINTENANCE AND
REPAIR RESPONSIBILITIES**

Item # & Item Description	Responsible Party		
	Not Applicable	County	Judicial Council/Court
1. Building Exterior			
Repair Walls		√	
Painted Surfaces*		√	
Door and Window Trim		√	
Doors, Hardware		√	
Windows: Hardware and Screens		√	
Locks		√	
Roof		√	
Rain Gutters		√	
Flashing		√	
Down Spouts		√	
Lighting		√	
Bulbs		√	
Fixtures		√	
Transformers		√	
Fluorescent Lights		√	
Ballast		√	
Handrails		√	
Signs (County Designation)		√	
Timers		√	
Gutters		√	
Decking Walkways		√	
Exterior Patios		√	
Decking (Overdecking on rooftop area)		√	
Water Softener, Filter and Conditioner (Courts specific)			√
Stairs		√	
Roof Drains		√	
Gates		√	
Gas/Water Lines		√	
Elect. Lines		√	
Phone/ Computer Lines			√
Sewer Lines		√	

EXHIBIT "B"
**HISTORIC COURTHOUSE MAINTENANCE AND
REPAIR RESPONSIBILITIES**

Item # & Item Description	Responsible Party		
	Not Applicable	County	Judicial Council/Court
2. Building Interior			
Repair Walls		√	
Painted Surfaces		√	
JCC Interior Locks			√
Main Door Locks		√	
General Cleaning			√
Floor, Sweeping and Cleaning			√
Carpet, Vacuum and Cleaning			√
Window Coverings		√	
Lighting			
Bulbs		√	
Fixtures		√	
Transformers		√	
Fluorescent Lights		√	
Ballast		√	
Furniture and Furnishings			
Historic Courtroom Benches		√	
Historic Courtroom Chairs		√	
Historic Desks		√	
Historic Artwork		√	
All other furniture, chairs, tables, free standing lamps, fans, heaters, wall hangings			√
Handrails (ADA)		√	
JCC Interior Signs			√
Timers		√	
JCC Wall Clocks			√
Drinking Fountains		√	
Water Softener/RO units (JCC Specific)			√
Ceiling		√	
Showers		√	
Toilet/Urinals (Replacement)		√	
Toilet/Urinals (Maintenance)		√	

EXHIBIT "B"
**HISTORIC COURTHOUSE MAINTENANCE AND
REPAIR RESPONSIBILITIES**

Item # & Item Description	Responsible Party		
	Not Applicable	County	Judicial Council/ Court
Sink & Faucets (Replacement)		√	
Sink & Faucets (Maintenance)		√	
Gas Lines		√	
Water Lines		√	
Sewer Lines/Drains		√	
Phone Lines & Jacks			√
JCC Computer Room/AC/Lights/Locks/Back up power/UPS/Cleaning, ECT.			√
Computer Lines & Jacks			√
T.V. Cable & Jacks			√
Phones			√
Towel Racks		√	
Garbage Disposal		√	
Refrigerator			√
Stove			√
Counter Tops, replacement		√	
Cabinets, replacement		√	
Dish Washer	√		
Trash Compactor	√		
3. Grounds			
Drinking Fountains (wall mounted)		√	
Mail Boxes	√		
Fences		√	
Trash Bins		√	
Trash Enclosures		√	
Bike Racks		√	
Signs (County)		√	
Litter Pick-up		√	
Lighting			
Parking Lot		√	
Driveways		√	
Walkways		√	

EXHIBIT "B"
HISTORIC COURTHOUSE MAINTENANCE AND
REPAIR RESPONSIBILITIES

Item # & Item Description	Responsible Party		
	Not Applicable	County	Judicial Council/Court
Timers (external)		√	
Timers (internal)		√	
Signs		√	
Cleaning, Sidewalks, Walkways, Parking Lot		√	
4. Landscaping			
Trees		√	
Shrubs		√	
Flowers		√	
Lawn		√	
Watering		√	
Sprinkler, Repair and Replace Headers		√	
Rodent/Pest		√	
Seeding		√	
Fertilizer		√	
Plant Trimming		√	
Plant Removal		√	
Plant Replacement		√	
Tree Care & Trimming		√	
5. Mechanical Systems			
Electrical Panels, Breaker, Interior		√	
Electrical Fuses, Interior			
Electrical Receptacle, Switches, Interior		√	
Electrical Central Switches		√	
Elevator		√	
Heating		√	
Air Conditioning (outside of ITT room)		√	
Water Heater		√	
6. Roadways/Parking Lots Repair & Maintenance			
Striping		√	
Handicap Signage		√	
Asphalt Surface, Curbing		√	
Cement Surface, Curbing		√	

EXHIBIT "B"
**HISTORIC COURTHOUSE MAINTENANCE AND
REPAIR RESPONSIBILITIES**

Item # & Item Description	Responsible Party		
	Not Applicable	County	Judicial Council/ Court
Wheel Stops		√	
Drainage		√	
JCC Specific Signs			√
7. Fire Equipment			
Sprinklers		√	
Hoses		√	
Extinguishers		√	
Alarm Systems		√	
Smoke Detectors		√	
8. Other Items			
Paper supplies, dispensers, waste containers, soap in restrooms and kitchens			√
Interior janitorial products and services			√
Interior Floor Waxing, Sweeping			√
Window Washing (exterior) as funds are available		√	
JCC Window Washing (Interior)			√
Exterior sweeping entry, sidewalks and walkways		√	
Janitorial service for public areas or common use areas		√	
Broken window glass or door glass**		√	
JCC Cleaning Storage Rooms, Utility Rooms			√
Exterminating		√	
Carpet Replacement, Linoleum Replacement, Tile Replacement		√	
Building Foundation		√	
Flooring (wood & concrete)		√	
Utility mains & appurtenances		√	

EXHIBIT "C"

ORIGINAL COUNTY FACILITIES ANNUAL PAYMENT FORM

FORM CFP

COUNTY FACILITIES ANNUAL PAYMENT

Trial Court Facilities Act of 2002 (SB 1732)

STEPS FOR COMPLETION OF FORM CFP

(Note: Follow detailed Instructions accompanying FORM CFP):

Step 1: Complete FORM CFP

- Section 1: Enter General Information
- Section 2: Enter Inflation Index Factor in Line 2
- Complete Appendix A, "Periods of Operation of Building/Facilities"
- Complete Schedules A, B, C, D
- Section 3: Enter amounts from Schedules A, B, C, D
- Section 4: Calculate Adjustments for Shared Use Proration (if applicable)
- Section 5: Calculate County Facilities Payment

Print Auditor name, affix signature and date in the space at the bottom entitled "COUNTY AUDITOR CERTIFICATION"

Step 2: Complete Appendix B, "Explanation of Unused Lines"

Step 3: Complete submission requirements including Transmittal Letter and Methodology Statement

Section 1 – General Information (see Instructions page 2)

A. Name of County Santa Barbara County		B. Name of County Contact Person: Michael L. Struven	
C. Address of County 105 E. Anapamu St. Santa Barbara, Ca. 93102		Telephone Number: 805-568-2136	Email Address: struven@co.santa-barbara.ca.us
D. Name of Court Facility Santa Barbara County Courthouse	E. Site ID / Building ID 42-A1	F. Shared Use Proration of Court Facility	
G. Address of Court Facility 1100 Anacapa St.		Court's sq footage 64,704	55.88%
		Building sq footage 115,791	H. Proposed Date of Transfer (DTR)

Section 2 – Inflation Index Factor (see Instructions page 3)

	Column A	Column B	Column C	Column D	Column E
1. Inflation Index for January 1 of 1996, 1997, 1998, 1999 and 2000 has been provided by Department of Finance (DOF):	Jan. 1, 1996	Jan. 1, 1997	Jan. 1, 1998	Jan. 1, 1999	Jan. 1, 2000
	100.0000	101.2000	102.8000	103.4000	107.2000
2. Inflation Index for DTR (See Instructions page 3):					
3. Divide Inflation Index for Proposed DTR in Line 2 by each Inflation Index in Line 1, Columns A through E = Inflation Index Factor ▶	100.0000	100.0000	100.0000	100.0000	100.0000

Section 3 – Enter Amounts from Schedules A, B, C, D (see Instructions page 8)

4. Enter O & M Expenses from Line 22 of Schedule A.	\$ 349,793
5. Enter Utility Costs from Line 26 Schedule B-1 and Line 15 Schedule B-2	\$ 200,346
6. Enter Insurance Costs from Line 17 of Schedule C.	\$ 54,422
7. Enter Initial Annual Lease Payment from Line 24 of Schedule D, if applicable. If not applicable, enter N/A .	N/A
8. Will Future Lease Payment increase? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>If "Yes," complete Worksheet 2.</i>	
9. Enter Parking & Garage Costs from Line 27 of Schedule A.	\$ -

Section 4 – Adjustment for Shared Use Proration (see Instructions page 8)

10. Enter Shared Use Proration from Section 1.F of Form CFP	55.88%
11. Add Lines 4 through 7 of Section 3 above.	\$ 604,562
12. Multiply Line 10 by Line 11.	\$ 337,829

Section 5 – Calculate County Facilities Payment (see Instructions page 9)

13. Add Line 9 and Line 12 and enter the sum in the space provided below as the County Facilities Payment.

COUNTY FACILITIES PAYMENT ▶ \$ 337,829

COUNTY AUDITOR CERTIFICATION ▶

This is to certify that I have reviewed FORM CFP and to the best of my knowledge and belief I declare that the foregoing is true and correct.

Print Name of County Auditor

Signature of County Auditor

Date

SCHEDULE A – FORM CFP

County Facilities Annual Payment
Trial Court Facilities Act of 2002 (SB 1732)

OPERATIONS AND MAINTENANCE (O & M) EXPENSES (see Instructions page 3)

O & M Expense Line Items (See Instructions, page __ for exclusions)	Column A FY 1995-96	Column B FY 1996-97	Column C FY 1997-98	Column D FY 1998-99	Column E FY 1999-00
Part I. O & M Costs by Building (if O & M Costs are accumulated by building)					
1. Enter O & M Costs by Building, if detailed records are not available.					
Part II. Maintenance and repair items: (See Instructions, page __ for exclusions)					
2. HVAC	10,057	10,860	21,229	15,599	22,184
3. Lighting	13,120	18,587	10,924	12,432	11,722
4. Electrical	10,962	9,247	9,467	8,176	11,464
5. Other Maintenance and Repair Costs from Worksheet 1	92,583	53,968	83,498	81,436	84,396
Part III. Purchase, installation, modernization, and maintenance of major building systems not of an ongoing nature:					
6. Electrical - New					
7. Roofing	160	1,981	674		508
8. HVAC - New		569		495	
9. Other Expenditures from Worksheet 1	-	-	-	-	-
Part IV. Management and Administrative Costs:					
10. Functional, Departmental, and Countywide Overhead	101,430	108,387	115,721	109,946	141,423
11.					
12. Other Management and Administrative Costs from Worksheet 1	-	-	-	-	-
Part V. Miscellaneous					
13. Special Repairs (attach statement)					
14. Landscaping & Grounds Maintenance (attach statement)	128,981	101,674	105,030	115,551	124,526
15. Other (attach statement)					
16. Other Miscellaneous Costs from Worksheet 1	-	-	-	-	-
Part VI. Adjustments					
17. Direct Billings (See Instructions, page __)					
18. Overhead (if not claimed above)					
19. Other Adjustments from Worksheet 1	-	-	-	-	-
Part VII. Adjustment for Inflation Index Factor:					
20. Add Lines 1 through 19 for each column	357,293	305,273	346,543	343,635	396,223
21. Multiply total of each column in Line 20 by the Inflation Index Factor for the applicable fiscal year from Line 3, Section 2 of the FORM CFP	357,293	305,273	346,543	343,635	396,223
22. Add each column in Line 21 and divide by Operational Years (Line 2 Appendix A) = O & M Expenses ▶					\$ 349,793
Part VIII. Court Dedicated Parking Spaces and Garages					
23. Total Number of Court Dedicated Parking Spaces (see instructions on Page 4) ▶					
24. Number of Court Dedicated Parking Spaces whose title and/or maintenance responsibility will transfer ▶					
25. Expenses for Court Dedicated Parking Spaces & Garage Costs for spaces that will transfer (include direct billings if applicable)					
26. Multiply costs from each column in Line 25 by the Inflation Index Factor for the applicable fiscal year from Line 3, Section 2	-	-	-	-	-
27. Add each column in Line 26 and divide by Operational Years from Line 2, Appendix A = Parking & Garage Costs ▶					\$ -

WORKSHEET 1 – FORM CFP

County Facilities Annual Payment
 Trial Court Facilities Act of 2002 (SB 1732)

O & M Expense Items (see Instructions page 5)

	Column A FY 1995-96	Column B FY 1996-97	Column C FY 1997-98	Column D FY 1998-99	Column E FY 1999-2000
--	------------------------	------------------------	------------------------	------------------------	--------------------------

For each "other" line on Schedule A enter the description and fiscal year costs:

Part II. Other Maintenance and Repair Costs:

Plumbing	17,811	12,256	15,676	16,191	12,888
Painting	2,967	4,448	20,908	20,383	40,135
Elevator	46,593	17,143	4,059	2,012	163
Other	8,166	4,994	19,163	17,049	11,398
Security	6,140	4,336	7,960	5,870	6,330
Signage	7,415	8,462	8,631	6,483	1,565
Carpentry	3,491	2,329	7,101	13,448	11,917
Enter subtotal from this category's continuation sheet	-	-	-	-	-
Total Other Maintenance & Repair Costs	92,583	53,968	83,498	81,436	84,396

Part III. Other Expenditures:

Enter subtotal from this category's continuation sheet	-	-	-	-	-
Total Other Expenditures	-	-	-	-	-

Part IV. Other Mgmt and Administrative Costs:

Enter subtotal from this category's continuation sheet	-	-	-	-	-
Total Other Mgmt & Administrative Costs	-	-	-	-	-

Part V. Other Miscellaneous Costs:

Enter subtotal from this category's continuation sheet	-	-	-	-	-
Total Other Miscellaneous Costs	-	-	-	-	-

Part VI. Other Adjustments:

Enter subtotal from this category's continuation sheet	-	-	-	-	-
Total Other Adjustments	-	-	-	-	-

SCHEDULE B-1 – FORM CFP

UTILITY COSTS (See Instruction on page 5) Consumption Method

Part I. Utility Consumption

Fiscal Years 1995-96 to 1999-2000		Column A Natural Gas	Column B Electricity	Column C Water	Column D Sewage	Column E Trash Removal	Column F [Other]
1.	Fiscal Year 1995-96	34,200.0	1,001,249.0				
2.	Fiscal Year 1996-97	38,618.0	1,021,527.0				
3.	Fiscal Year 1997-98	39,984.0	1,154,783.0				
4.	Fiscal Year 1998-99	42,653.0	1,290,185.0				
5.	Fiscal Year 1999-2000	48,274.0	1,292,272.0				
6.	Add lines 1 through 5 in each column	203,729.0	5,760,016.0	-	-	-	-
7.	Average Annual Consumption (Divide Line 6 by Operational Years)	40,745.8	1,152,003.2	-	-	-	-

Part II. Utility Rates

Fiscal Year 1999-2000		Column A Natural Gas	Column B Electricity	Column C Water	Column D Sewage	Column E Trash Removal	Column F [Other]
8.	July 1999	0.53	0.12				
9.	August 1999	0.54	0.13				
10.	September 1999	0.48	0.11				
11.	October 1999	0.51	0.09				
12.	November 1999	0.48	0.07				
13.	December 1999	0.46	0.07				
14.	January 2000	0.24	0.07				
15.	February 2000	0.48	0.07				
16.	March 2000	0.52	0.07				
17.	April 2000	0.57	0.07				
18.	May 2000	0.63	0.68				
19.	June 2000		0.09				
20.	Add Lines 8 through 19 in each column	5.45	1.65	-	-	-	-
21.	Average Monthly Rate (Divide Line 20 by # of months with data)	0.50	0.14	-	-	-	-

Part III. Calculation of Utility Costs

22.	Revised Utility Cost (Multiply line 21 by line 7)	20,171	158,688	-	-	-	-
23.	Add Column Totals in Line 22						\$ 178,860
24.	Amount from B-1 Continued Line 23						-
25.	Add Lines 23 and 24						\$ 178,860
26.	Revised Utility Cost adjusted to Date of Transfer (Multiply line 25 by the Inflation Index Factor from Section 2, Line 3, Column E of the FORM CFP) = Utility Costs ►						\$ 178,860

SCHEDULE B-1 CONTINUED - FORM CFP

UTILITY COSTS (See Instruction on page 5) Consumption Method

Part I. Utility Consumption

Fiscal Years 1995-96 to 1999-2000		Column G [Other]	Column H [Other]	Column I [Other]	Column J [Other]	Column K [Other]	Column L [Other]
1.	Fiscal Year 1995-96						
2.	Fiscal Year 1996-97						
3.	Fiscal Year 1997-98						
4.	Fiscal Year 1998-99						
5.	Fiscal Year 1999-2000						
6.	Add lines 1 through 5 in each column	-	-	-	-	-	-
7.	Average Annual Consumption (Divide Line 6 by Operational Years)	-	-	-	-	-	-

Part II. Utility Rates

Fiscal Year 1999-2000		Column G [Other]	Column H [Other]	Column I [Other]	Column J [Other]	Column K [Other]	Column L [Other]
8.	July 1999						
9.	August 1999						
10.	September 1999						
11.	October 1999						
12.	November 1999						
13.	December 1999						
14.	January 2000						
15.	February 2000						
16.	March 2000						
17.	April 2000						
18.	May 2000						
19.	June 2000						
20.	Add Lines 8 through 19 in each column	-	-	-	-	-	-
21.	Average Monthly Rate (Divide Line 20 by # of months with data)	-	-	-	-	-	-

Part III. Calculation of Utility Costs

22.	Revised Utility Cost (Multiply line 21 by line 7)	-	-	-	-	-	-
23.	Add Column Totals in Line 22						\$ -

Part IV. Fiscal Year Summary of Utility Costs for Schedule E Reconciliation		FY 1995-96	FY 1996-97	FY 1997-98	FY 1998-99	FY 1999-00
24.	Total Utility Costs	154,853	159,833	178,866	198,839	201,909

SCHEDULE B-2 – FORM CFP

UTILITY COSTS (see Instructions on page 5) Cost Method

	Column A FY 1995-96	Column B FY 1996-97	Column C FY 1997-98	Column D FY 1998-99	Column E FY 1999-2000
Part I. Utility Cost detail					
1. Total Utility Cost, if detail is not available					
2. Natural Gas					
3. Electricity					
4. Water	17,181	15,913	17,188	13,129	16,489
5. Sewage	2,256	3,073	2,722	2,334	2,902
6. Trash Removal	3,012	2,721	2,737	2,762	3,014
Other (specify):					
7.					
8.					
9.					
10.					
11.					
12.					
13. Utility cost subtotal - Add Lines 1 thru 12 for each year.	22,449	21,707	22,647	18,225	22,405
14. Multiply costs from each column in Line 13 by the Inflation Index Factor for the applicable fiscal year from Section 2, Line 3 of the FORM CFP	22,449	21,707	22,647	18,225	22,405
15. Add Items from each column in line 14 and divide by the number of Operational Years from Line 2 Appendix A = Utility Costs ▶				\$	21,487

Part II. Statement of method selection

Statement Required by Government Code Section 70357(b)

If consumption amounts or rates are not available for a utility for any of the Operational fiscal years for the Court facility for 1995-96 to 1999-2000, inclusive, the county shall complete Schedule B-2 for the applicable utility. Please include on this Schedule, and/or as a separate attachment, a detailed statement describing all activities undertaken in attempting to obtain the consumption amounts or rates and the results of these activities.

ENERGY SAVINGS MEASURES (see Instructions on page 6)

If the county implemented a special improvement to increase energy efficiency during the 1995-96 fiscal year or thereafter, and that special improvement resulted in measurable and ongoing net cost savings, then the county may complete Schedule B-3 by including a description and calculation (below) of the special improvement and the resulting cost savings as part of its County Facilities Payment calculation. The amount of any reduction in the county facilities payment calculation shall be limited to the demonstrable ongoing cost savings to the State directly resulting from the special improvement only to the extent not already reflected in the cost or consumption data used to determine utilities costs. The county shall document or demonstrate the savings and the fact that the savings are not already reflected in the cost or consumption data. Pursuant to Gov. Code §70357 this amount must be agreed upon by both the County and the AOC. This credit will not appear in the FORM CFP, but will be reflected as a reduction in the annual County Facilities Payment.

SCHEDULE C – FORM CFP

INSURANCE COSTS (see Instructions page 6)

Part I. Existence and Identification of Bonded Indebtedness on the Court Facility.

1. Is the building in which the court facility is located subject to any financial obligation including but not limited to, bonds, lease revenue bonds, certificates of participation, mortgages, liens or loans ("Bonded Indebtedness")?	No
2. If the answer given for Line 1 is "Yes," state:	
(A) the type of bonded indebtedness obligating the building;	
(B) the original principal amount of the bonded indebtedness obligating the building;	
(C) the maturity date(s) of the bonded indebtedness obligating the building.	
3. If the answer give for Line 1 is "No, " proceed to Part III	

Part II. Insurance Required by Bonded Indebtedness Agreement (applicable only to court facilities subject to Bonded Indebtedness)

3. Enter costs of insurance required by an agreement involving bonded indebtedness on the court facility building	
4. Enter costs of commercial insurance coverage on the building for a fair and reasonable level of insurance (including costs of self-insurance)	
5. Line 4 will be automatically subtracted from Line 3 and the difference will be added in this Line 5 (if Line 4 is greater than Line 3, zero will be entered)	\$ -

Part III. Fiscal Year 1999-2000 Actual Insurance Costs

Type of Coverage - Commercial or Self-Insurance	Annual Premium Cost
6. General Liability (including coverage for grounds to the extent grounds are being transferred)	\$ 54,422
7. Property	
8. Fire	
9. Flood	
10. Terrorism	
11. Earthquake	
12. Other	
13.	
14.	
15. Add Lines 6 through 14	\$ 54,422

Part IV. Calculation of Insurance Costs

16. Subtract Line 5 from Line 15	\$ 54,422
17. Multiply Line 16 by the Inflation Index Factor in Section 2, Line 3, Column E of FORM CFP = Insurance Costs ►	\$ 54,422

SCHEDULE D – FORM CFPCounty Facilities Annual Payment
Trial Court Facilities Act of 2002 (SB 1732)**RENTAL AND LEASING PAYMENTS** (if applicable – see Instructions page 7)**Part I. Basic Lease Information** (Attach copy of lease or rental agreement to this Schedule D)

1. Title and Execution Date of Lease or Rental Agreement (including all amendments and addenda)	
2. Name, Address and Contact Person for Landlord	
3. Expiration Date of Current Lease Term	
4. Option(s) to Extend Lease Term (# of options, term, outside expiration date)	
5. Portion of lease funded by Courthouse Construction Fund prior to July 1, 2002 (only for leases and rental agreements originally entered into prior to July 1, 2002)	
6. Describe the rental rate specified in lease or rental agreement.	
7. Describe the basis for calculating escalations in rent (if applicable).	
8. Describe the basis for calculating any operating expenses that are not paid to landlord under the lease or rental agreement, including without limit, common area maintenance charges, taxes and/or insurance (Operating Expenses). Deduct any lease payments to the landlord for janitorial services.	

Part II. Lease Payments for Fiscal Year of DTR

Fiscal Year of DTR	Column A Monthly Base Rent	Column B Monthly Operating Expense/Deductions
9. July		
10. August		
11. September		
12. October		
13. November		
14. December		
15. January		
16. February		
17. March		
18. April		
19. May		
20. June		

Part III. Calculation of Initial Annual Lease Payment

21. The sum of the Monthly Base Rent payments for the fiscal year of the DTR in Lines 9 through 20, Column A, will be automatically added and the sum will be entered here.	-
22. The sum of the Monthly Operating Expenses/Deductions for the fiscal year of the DTR in Lines 9 through 20, Column B, will be automatically added and the sum will be entered here.	-
23. Adjustments for payments outside the period (See Instructions, page __)	
24. Lines 21 through 23 will be automatically added and the sum entered here as the Initial Annual Lease Payment ►	\$ -

Part IV. Calculation of Future Rental and Leasing Payment

If the rent increases under the lease or rental agreement for the fiscal years following the fiscal year of the DTR can be calculated without estimating future indices (e.g., CPI or increase over base year expenses), complete Worksheet 2. If not, county will be subject to future calculation of lease payments by AOC.

WORKSHEET 2 – FORM CFP

FUTURE RENTAL AND LEASING PAYMENTS (if applicable – see Instructions page 8)

Month and Fiscal Year	Column A Monthly Base Rent	Column B Monthly Operating Expense/Deductions
Fiscal Year ____ / ____		
1. July		
2. August		
3. September		
4. October		
5. November		
6. December		
7. January		
8. February		
9. March		
10. April		
11. May		
12. June		
Fiscal Year ____ / ____		
13. July		
14. August		
15. September		
16. October		
17. November		
18. December		
19. January		
20. February		
21. March		
22. April		
23. May		
24. June		
Fiscal Year ____ / ____		
25. July		
26. August		
27. September		
28. October		
29. November		
30. December		
31. January		
32. February		
33. March		
34. April		
35. May		
36. June		

NOTE: USE ADDITIONAL SHEETS IF NECESSARY.

SCHEDULE E – FORM CFP

Reconciliation of FORM CFP to Cost Allocation Plan Costs, Internal Service Fund Costs, or Other Financial Records
(see instructions on Page 9)

	Column A FY 1995-96	Column B FY 1996-97	Column C FY 1997-98	Column D FY 1998-99	Column E FY 1999-00
Total Costs From FORM CFP					
1. O & M Costs (from Line 20 Schedule A)	357,293	305,273	346,543	343,635	396,223
2. Parking & Garage Costs (from Line 25 Sched A)	-	-	-	-	-
3. Utility Costs (from Line 24 Schedule B-1 Continued and Line 13 Schedule B-2)	177,302	181,540	201,513	217,064	224,314
4. Insurance Costs (from Line 15 Schedule C)					54,422
5. Lease Payment (from Line 24 Schedule D)					-
6.					
7.					
8.					
9. Adjusted CFP (without inflationary adjustment) Lines 1 through 8 are added	534,595	486,813	548,056	560,699	674,959
Costs from Cost Allocation Plan, Internal Service Funds and Other Financial Records:					
Cost Allocation Plan: Costs and Adjustments					
10. Functional, Departmental, and Countwide o/h	101,430	108,387	115,721	109,946	141,423
11.					
12.					
13.					
14.					
15.					
16.					
17.					
Internal Service Funds: Costs and Adjustments					
18. Insurance Costs (from Line 15 Schedule C)					30,411
19.					
20.					
21.					
22.					
23.					
24.					
Other Financial Records: Costs and Adjustments					
25. FIN Exp Status by Project - Facilities	345,458	264,883	308,403	383,728	375,894
26. FIN Exp Status by Project - Landscaping	128,981	101,674	105,030	115,551	124,526
27. less Janitorial (FIN)	(109,461)	(89,331)	(66,100)	(119,807)	(100,084)
28. less Utilities (FIN)	(59,820)	(63,810)	(69,458)	(55,377)	(71,040)
29. plus Utilities (CFP)	177,302	181,540	201,513	217,064	224,314
30. less non-maintenance	(49,295)	(16,530)	(47,053)	(90,406)	(74,496)
31.					
32. Lines 10 through 31, Columns A through E, are added.	534,595	486,813	548,056	560,699	650,948
33. Explain adjustments on Worksheet 3. ▶					

WORKSHEET 3 – FORM CFP

Explanation of Specific Line Items (see Instructions Page 9)

Schedule and Line Item Number	Explanation
Schedule C, Line 6	This line includes all types of insurance related to the facility at a cost of .38 per sq foot occupied

APPENDIX A – FORM CFP

Part I. Operational Periods for the Building that is being Transferred (see Instructions on page 9)

Months of Operation

Name of County-owned Court Facility	FY 1995-96	FY 1996-97	FY 1997-98	FY 1998-99	FY 1999-00	Total
1. Santa Barbara County Courthouse	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
2. Operational Years (Total months from Line 1 divided by 12)						5.0000 yrs.

Part II. Operational Periods for All Other County-owned Court Facilities

Months of Operation

Name of County-owned Court Facility	FY 1995-96	FY 1996-97	FY 1997-98	FY 1998-99	FY 1999-00	Total Months
3. New Juvenile Court in Santa Maria	0 mos.	0 mos.	0 mos.	0 mos.	0 mos.	N/A
4. Santa Barbara Juvenile Court Trailers	0 mos.	0 mos.	0 mos.	0 mos.	11 mos.	11 mos.
5. Santa Barbara Jury Assembly Building	0 mos.	0 mos.	5 mos.	12 mos.	12 mos.	29 mos.
6. Santa Barbara Municipal Court	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
7. Santa Barbara Municipal Court Trailers	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
8. Santa Maria Courts Complex B	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
9. Santa Maria Courts Complex C	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
10. Santa Maria Courts Complex D	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
11. Santa Maria Courts Complex E	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
12. Santa Maria Courts Complex F	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
13. Santa Maria Courts Complex G	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
14. Santa Maria Courts Complex H	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
15. Solvang Superior Court	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
16. Lompoc Municipal Court (one story)	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
17. Lompoc Municipal Court (two story)	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
18. Foster Road	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
19. Santa Maria Courts Complex A (Annex)	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
20. Santa Barbara County Courthouse	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
21. Carrillo - Office and Garage	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
22. Miller Street Lease	12 mos.	12 mos.	12 mos.	12 mos.	12 mos.	60 mos.
23.						N/A
24.						N/A
25.						N/A
26.						N/A
27.						N/A
28.						N/A
29.						N/A
30.						N/A
31.						N/A
32.						N/A
33.						N/A
34.						N/A
35.						N/A
36.						N/A
37.						N/A

APPENDIX B – FORM CFP

Explanation of unused lines by schedule and line number for specific cost categories
(see Instructions on page 10)

SCHEDULE A

Line 1	The County keeps detailed records of facilities maintenance costs.
Line 13	The County incurred no costs for Special Repairs.
Line 17	The County did not direct bill for use of the facility.
Line 18	The County reported in line 10.
Line 23-27	The Courts had not dedicated parking spaces.

SCHEDULE B-1

Columns C-E	The County was not able to obtain consumption information.

SCHEDULE B-2

Line 1	The County keeps detailed records of utility costs.
Line 2	The County used the consumption method for this utility.
Line 3	The County used the consumption method for this utility.

SCHEDULE C

Lines 1-5	The County had no bonded indebtedness on the facility
Lines 7-14	Line 6 includes all types of insurance.

SCHEDULE D & WK2

all lines	The County does not lease this facility.