

**FIRST AMENDMENT
TO JOINT OCCUPANCY AGREEMENT BETWEEN
THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS,
AND THE COUNTY OF SANTA BARBARA**

**CONSTRUCTION OF A WAITING ROOM AND RELOCATION/REMODEL OF
THE SECURITY ENTRANCE LOBBY AT THE SANTA MARIA JUVENILE
COURT**

THIS FIRST AMENDMENT TO JOINT OCCUPANCY AGREEMENT (“**Amendment**”) is made and entered into this 25th day of February 2014 ~~2013~~, (“**Effective Date**”), by and between the County of Santa Barbara, a political subdivision of the State of California (“**County**”), and the Judicial Council of California (“**Council**”), Administrative Office of the Courts, (together with the Council, the “**AOC**”). For purposes of this Amendment, the AOC and the County are each a “**Party**” and are sometimes referred to as “**Parties**.”

BACKGROUND AND PURPOSE OF AMENDMENT

A. The Lockyer-Isenberg Trial Court Funding Act of 1997 (Chapter 850, Statutes of 1997) provides for transfer of the primary obligation for funding of court operations from the counties to the State. The Trial Court Facilities Act of 2002 (the “**Act**”) was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the State.

B. AOC and County entered into that certain Transfer Agreement Between the Judicial Council Of California, Administrative Office of the Courts, and the County of Santa Barbara for the Transfer of Responsibility of Court Facility for the Santa Maria Juvenile Court (AOC Facility #42-H1; hereafter, the “**SMJC**”), with an effective date of November 25, 2008 (the “**TA**”). Concurrently, AOC and County entered into that certain Joint Occupancy Agreement Between the Judicial Council Of California, Administrative Office of the Courts, and the County of Santa Barbara for the Court Facility also with an effective date of November 25, 2008 (the “**JOA**”), setting forth the terms governing the Parties’ respective rights and responsibilities regarding their shared possession, occupancy, and use of the SMJC.

C. The AOC and Court desire to relocate and remodel the security entrance lobby and construct a new waiting room at the SMJC as shown on the drawing attached hereto as Exhibit “A” all at the AOC’s sole cost and expense, and all of which constitutes an addition to or alteration of the Common Area (“the “**Common Area Project**”).

D. Pursuant to section 3.2.2 of the JOA, the County now desires to give its consent to the Common Area Project as described and depicted in this Amendment, and

to affirm that following completion of the Common Area Project, all of the improvements of and additions to the Common Area contemplated therein will constitute Common Area for all purposes under the JOA.

THEREFORE, the County and the AOC hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals; Capitalized Terms.** The foregoing provisions of the Recitals are true and correct and are incorporated into this Amendment by this reference. All capitalized terms used in this Amendment and not specifically defined herein shall have the meaning set forth in the JOA.

2. **Consent of County to the Common Area Project.** Pursuant to section 3.2.2 of the JOA, the County hereby consents to the construction of the Common Area Project as described and depicted in the plans and drawings attached hereto as Exhibit "A" provided, however, that contrary to section 3.2.2 of the JOA, the cost and expense of construction of the Common Area Project shall not be treated as a Shared Cost under the JOA, but shall instead be at the sole cost and expense of the AOC. All such construction activities will be conducted subject to all terms and conditions of the JOA including, but not limited to, section 6.3 "Third Party Contractor Insurance." AOC shall obtain all necessary approvals and permits prior to commencing construction and shall provide County with notice 10 days prior to the start of construction. AOC will coordinate all of its construction activities in advance with the County in order to ensure that County's normal operations at the SMJC are not adversely impacted in any material way.

3. **Confirmation of Terms.** The Parties acknowledge and agree that neither this Amendment nor construction and completion of the Common Area will have any effect whatsoever on (a) the amount of, or the County's obligation to pay the County Facilities payment (CFP), or (b) the AOC Share or the County Share.

4. **Designated Representatives.** The Parties shall each identify and appoint an individual who shall have authority to bind it to all matters and approvals related to the Common Area Project (each a "**Designated Representative**"). Each Party may change its Designated Representative by written notice to the other. Each Party hereby acknowledges and agrees that its Designated Representatives shall bear primary responsibility for the giving and receipt of notices, and for the coordination of its administrative obligations with respect to the Common Area Project, but neither Party's Designated Representative has any authority to alter, amend, or modify the rights and obligations of such Party under this Amendment. The contact information for the initial AOC Designated Representative is:

Gisele Corrie
Financial Manager

Judicial Branch Capital Program Office
Judicial Council of California - Administrative Office
of the Courts
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833-3509
Phone: 916-263-1687
Fax: 916-263-2342
Email: gisele.corrie@jud.ca.gov

The contact information for the initial County Designated Representative is:

County of Santa Barbara
Director of General Services
Attention: Matthew P. Pontes
105 E. Anapamu Street, Room 108
Santa Barbara, CA 93101
Voice: 805-560-1011
Fax: 805-568-2663

5. **Integration; Amendments.** This Amendment contains the entire agreement with respect to the subject matter of this Amendment, and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties with respect to the subject matter of this Amendment, and may be amended only by written agreement signed by both Parties.

6. **Further Assurances.** The Parties agree to cooperate reasonably and in good faith with one another to implement the terms and provisions set forth in this Amendment and complete the Common Area Project, and shall execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this Amendment.

7. **No Further Modifications.** Except as specifically modified herein, the JOA remains unmodified and in full force and effect. If any conflict arises between the terms of the JOA and this Amendment, the terms of this Amendment shall govern.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

APPROVED AS TO FORM:
Administrative Office of the Courts,
Legal Services Office

By: Charles R. Martel
Name: Charles R. Martel
Title: Attorney

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

By: Grant Walker
Name: Grant Walker
Title: Senior Manager, Business Services

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Rosa Banks
Deputy

**COUNTY OF SANTA BARBARA, a
political subdivision of the State of
California**

By: Steve Lavagnino
Supervisor Steve Lavagnino
Chair, Board of Supervisors

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: Kevin E. Ready, Sr.
Senior Deputy County Counsel

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: Kate Ruff
Deputy

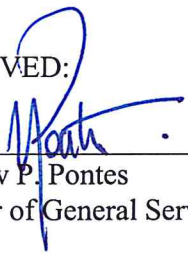
ACKNOWLEDGED AND APPROVED:
Superior Courts of California, County of Santa Barbara (Courts)

By: Darrel Barker
Name: DARREL BARKER
Title: COURT EXECUTIVE OFFICER

Project: First Amendment to Joint
Occupancy Agreement
Folio: 003479
APN: 111-231-004


COUNTY DEPARTMENTAL APPROVALS

APPROVED:



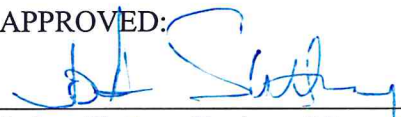
Matthew P. Pontes
Director of General Services

APPROVED:




Ray Aromatorio, A.R.M., A.I.C.
~~Risk Program Administrator~~
RISK MANAGER

APPROVED:



JoAnn Slattery, Business Manager
District Attorney

APPROVED:



Richard Stocker, Business Manager
Public Defender

APPROVED:



~~Karen Libby, Business Manager~~
County Counsel

Exhibit "A-1"

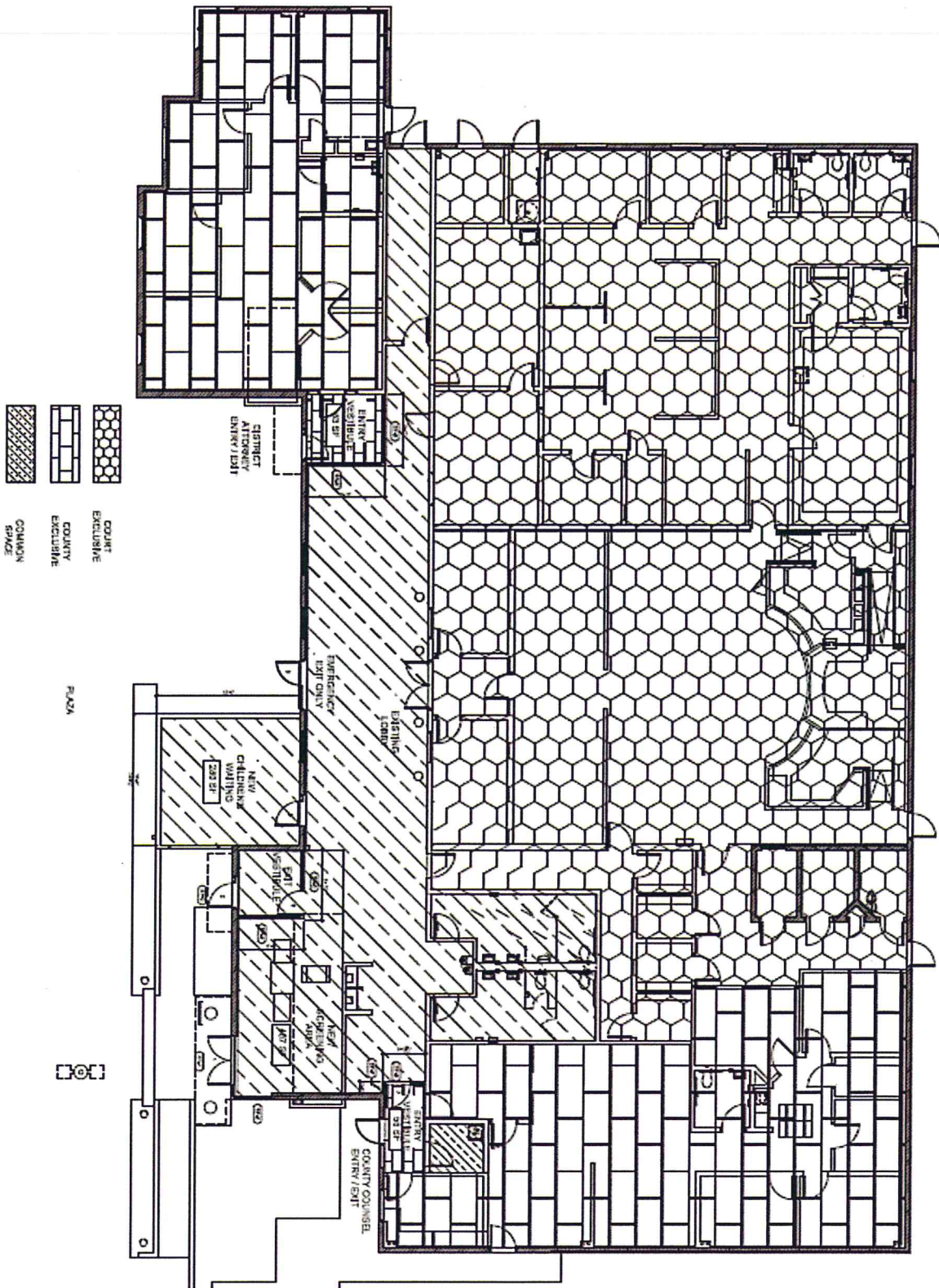


Exhibit "A-2"

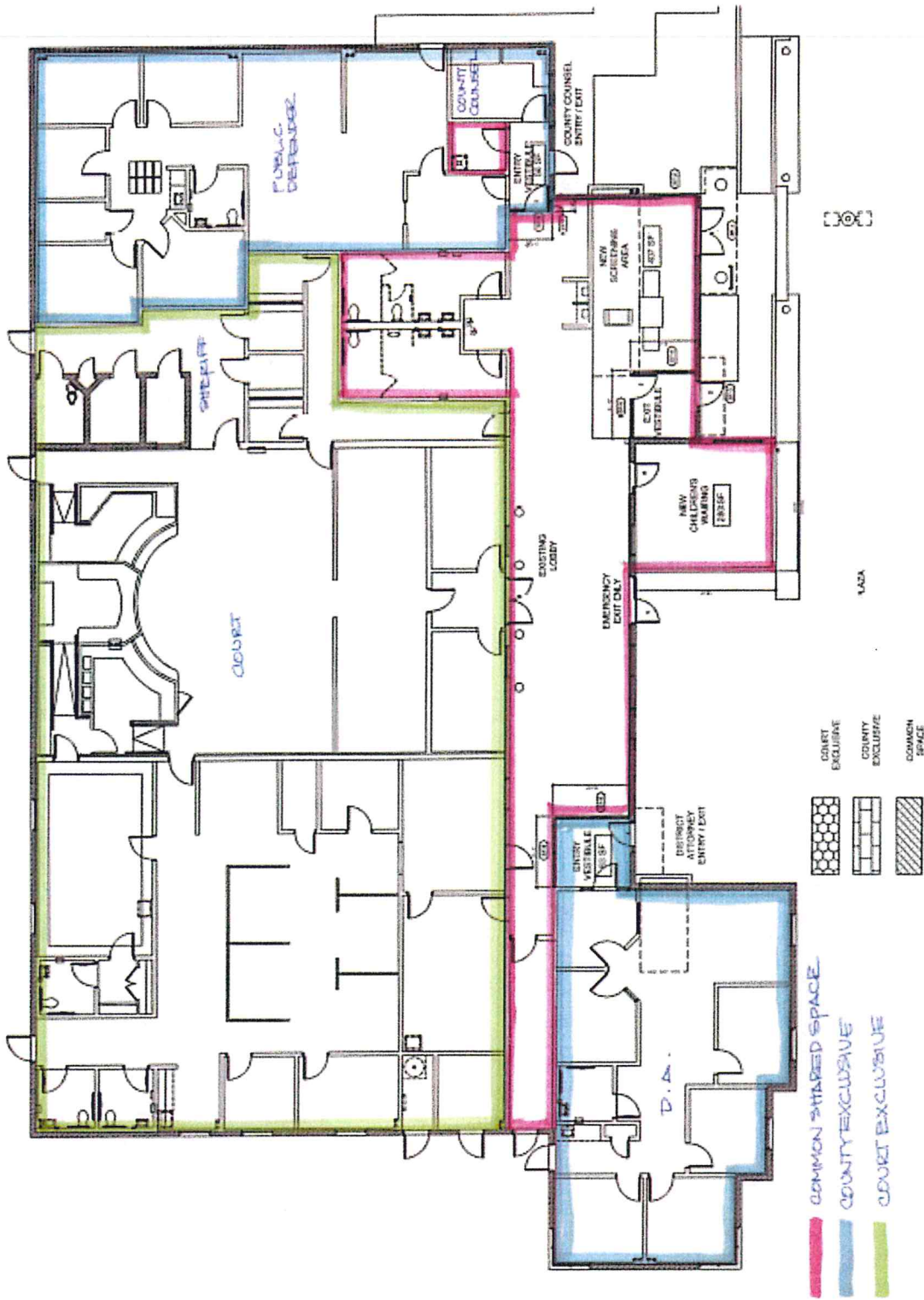


Exhibit "B-3"



VIEW FROM NORTHEAST
SANTA MARIA JUVENILE COURT
NEW SECURE ENTRY PROJECT
11/30/12

Exhibit "B-4"



VIEW FROM SOUTHEAST

SANTA MARIA JUVENILE COURT
NEW SECURE ENTRY PROJECT
11/30/12