

**AMENDMENT NO. 1
TO THE JOINT OCCUPANCY AGREEMENT
FOR THE MENDOCINO COURTHOUSE**

THIS AMENDMENT NO. 1 TO THE JOINT OCCUPANCY AGREEMENT FOR THE MENDOCINO COURTHOUSE (this **"First Amendment to the JOA"**) is made and entered into this 13th day of November, 2018 (**"First Amendment Effective Date"**), by and between the County of Mendocino (**"County"**) and the Judicial Council of California (**"Judicial Council"**) with respect to the following facts:

RECITALS

A. Judicial Council and County have previously entered into that certain Transfer Agreement for the Transfer of Responsibility for the Mendocino Courthouse, dated as of December 23, 2008 (**"Transfer Agreement"**). Concurrently, Judicial Council and County entered into that certain Joint Occupancy Agreement for the Mendocino Courthouse, of even date therewith (**"JOA"**), setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property, as described in the JOA.

B. The County has requested that a vault within the Mendocino Courthouse be recategorized as County Exclusive-Use Area, and the Judicial Council has agreed to that request.

C. On July 29, 2014, the Judicial Council of California adopted California Rules of Court, Rule 10.81 which retired the use of the name of the "Administrative Office of the Courts" as well as the use of "AOC."

D. Pursuant to California Rules of Court, Rule 10.81 all references in the JOA to the "Administrative Office of the Courts" or "AOC" may be replaced with "Judicial Council."

E. The Judicial Council and the County now desire to amend the JOA as set forth in this First Amendment to the JOA.

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

1. 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" 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.

2. Definitions. The following definitions in the JOA are hereby revised as follows:

(a) The definition of “County Exclusive-Use Area” is deleted and replaced with the following:

“County Exclusive-Use Area” means the 13,887 square feet of the Building that are exclusively occupied and used by the County, as shown on Attachment “2” to the JOA which is attached to the First Amendment to the JOA as Exhibit “A.” As of the First Amendment Effective Date, the County Exclusive-Use Area constitutes 33.06 percent of the Total Exclusive-Use Area.

(b) The definition of “Court Exclusive-Use Area” is deleted and replaced with the following:

“Court Exclusive-Use Area” means the 28,120 square feet of the Building that are exclusively occupied and used by the Superior Court, as shown on Attachment “2” to the JOA which is attached to the First Amendment to the JOA as Exhibit “A.” As of the First Amendment Effective Date, the Court Exclusive-Use Area constitutes 66.94 percent of the Total Exclusive-Use Area.

(c) The definition of “AOC Share” is deleted and replaced with the following:

“Council Share” means 66.94 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the Superior Court.

(d) The definition of “County Share” in the JOA is deleted and replaced with the following:

“County Share” means 33.06 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

3. Floor Plan. The floor plan of the Building, which was attached to the JOA as Attachment "2," is hereby deleted and replaced with the floor plan attached to this First Amendment to the JOA as **Exhibit "A."** Notwithstanding that the new floor plan is attached to this First Amendment to the JOA as **Exhibit "A,"** the floor plan will continue to be identified as Attachment "2" to the JOA.

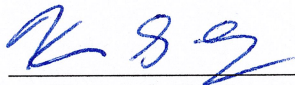
4. No Other Changes. Except as it is expressly amended pursuant to this First Amendment to the JOA, the JOA remains in full force and effect as originally signed and approved by the Judicial Council and the County.

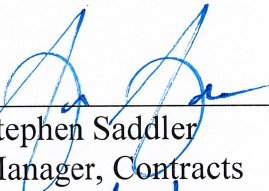
5. Construction. The capitalized terms used in this First Amendment to the JOA and not otherwise defined herein will have the meanings given to them in the JOA.

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

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

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Kenneth S. Levy
Title: Attorney
Date: 10/31/18

By: 
Name: Stephen Saddler
Title: Manager, Contracts
Date: 10/31/18

ATTEST:
_____, Clerk of the Board

By: _____
Deputy

**COUNTY OF MENDOCINO, a political
subdivision of the State of California**

Please see page 4

By: _____
Name: Dan Hamburg
Title: Chair, Board of Supervisors
Date: _____

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

[Signature] 10/31/18
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: See Page 4
Date: _____
By: See Page 3
Date: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: [Signature]
DAN HAMBURG, Chair GEORGEANNE CROSKY
BOARD OF SUPERVISORS
NOV 15 2018
Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy NOV 15 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy NOV 15 2018

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 10/31/18

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 11/2/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 11/2/18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

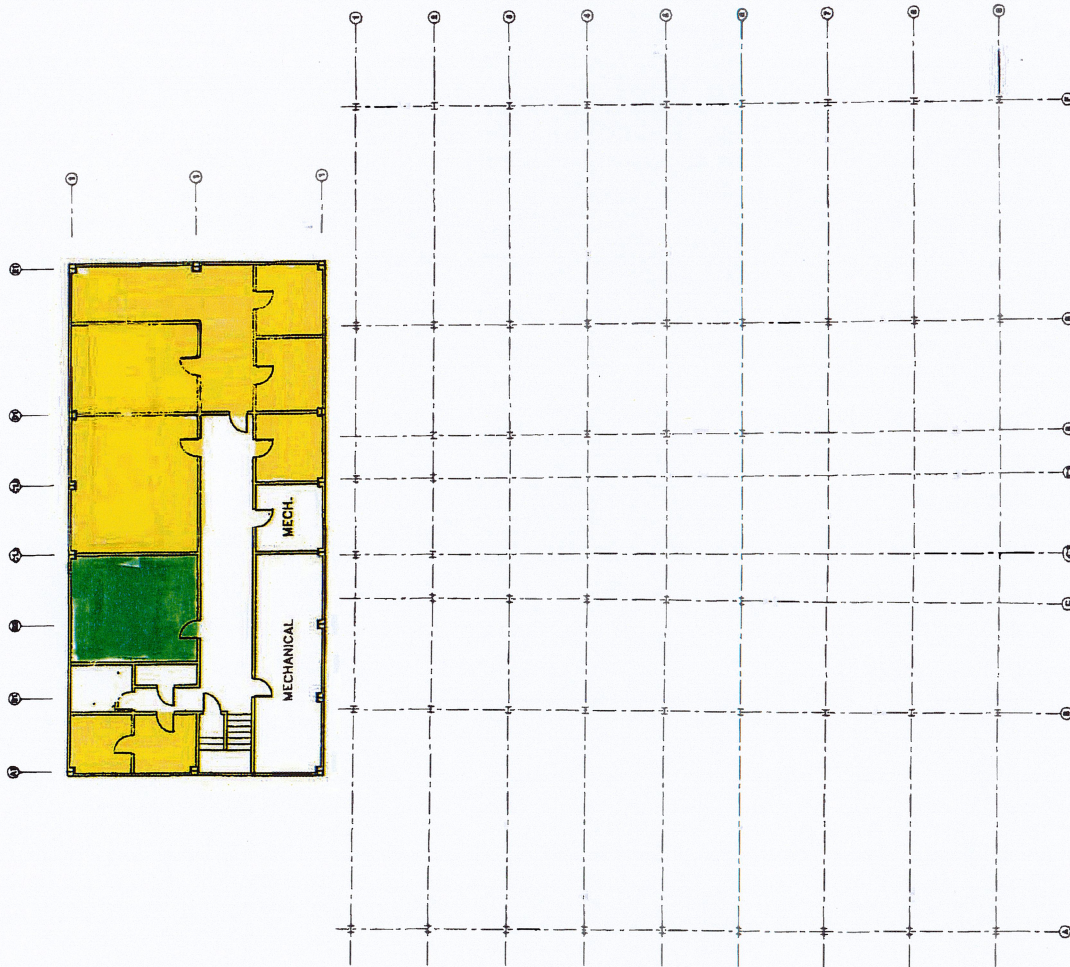
EXHIBIT “A”

ATTACHMENT “2” - FLOOR PLAN

(to be attached)

EXHIBIT A

COURT
COUNTY



NOTES:
1. THIS DRAWING IS APPROVED FOR CONSTRUCTION BY THE ARCHITECT.
2. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.
3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.
4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

FLOOR PLAN BASEMENT		DATE: 12-20-94	BY: J. J. JENSEN
PROJECT NO.: 12-20-94	PROJECT NAME: MENDOCINO COUNTY COURTHOUSE	PROJECT LOCATION: MENDOCINO COUNTY, CALIFORNIA	PROJECT PHASE: 12-20-94
A25			

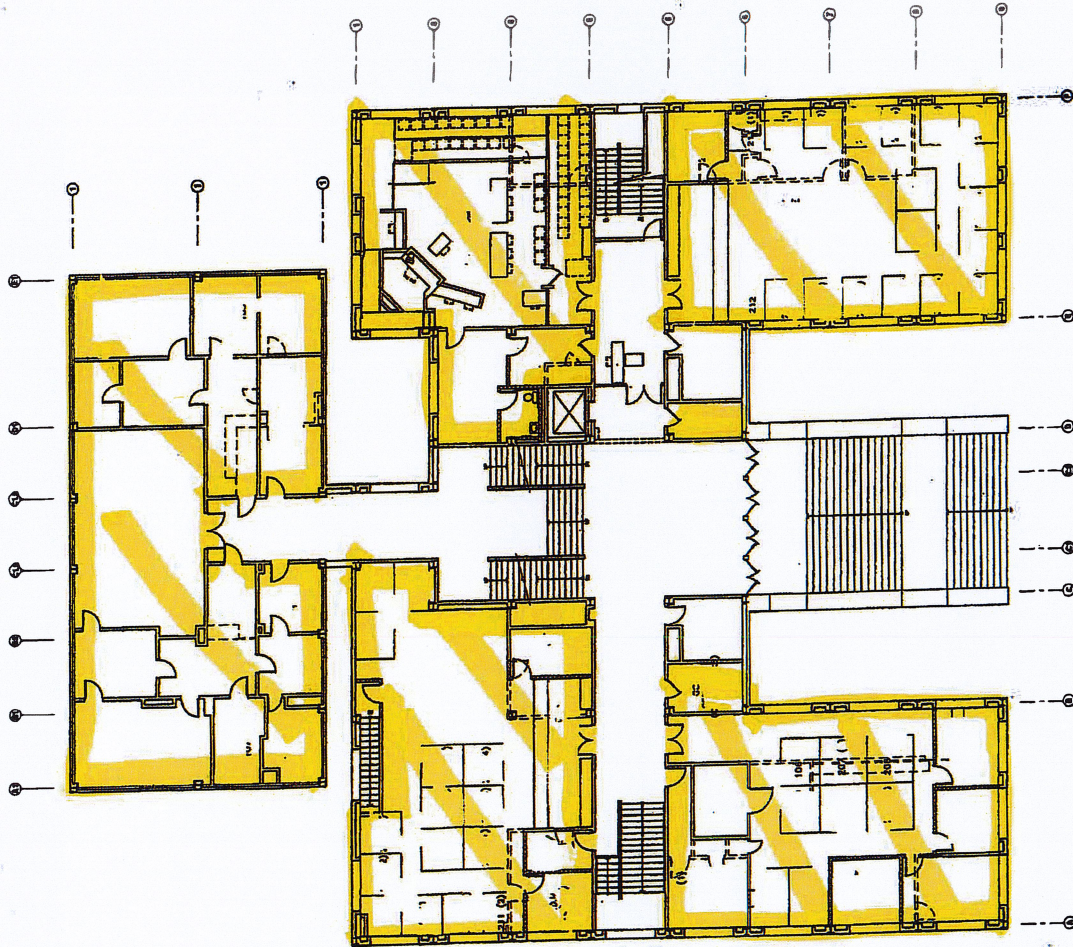
MENDOCINO COUNTY COURTHOUSE

ARCHITECTS

Architect: J. J. Jensen
Firm: J. J. Jensen & Associates
Address: 1234 Main Street, Suite 100
City: Mendocino, CA 95501
Phone: (707) 938-1234
Fax: (707) 938-1235

NO.	DATE	DESCRIPTION	BY	DATE	DESCRIPTION
1	12-20-94	12-20-94	J. J. JENSEN	12-20-94	12-20-94
2					
3					
4					
5					
6					
7					
8					
9					
10					

This architectural floor plan shows a complex building layout with several rooms and corridors. The plan is oriented with a north arrow pointing towards the top right. The building is divided into several main sections. The top section is a large rectangular area with a green background and a diagonal line pattern. The middle section is a central corridor area with a white background. The bottom section is a large rectangular area with a green background and a diagonal line pattern. The left side of the plan features a large yellow rectangular area with a grid of small circles, representing a parking lot or a large open space. The right side of the plan shows a series of rooms and corridors, some of which are highlighted in yellow. The plan includes various architectural details such as doors, windows, and stairs. The overall layout suggests a multi-story building with a central core and peripheral wings.



**MENDOCINO COUNTY
COURTHOUSE**

DEAR CALIFORNIA

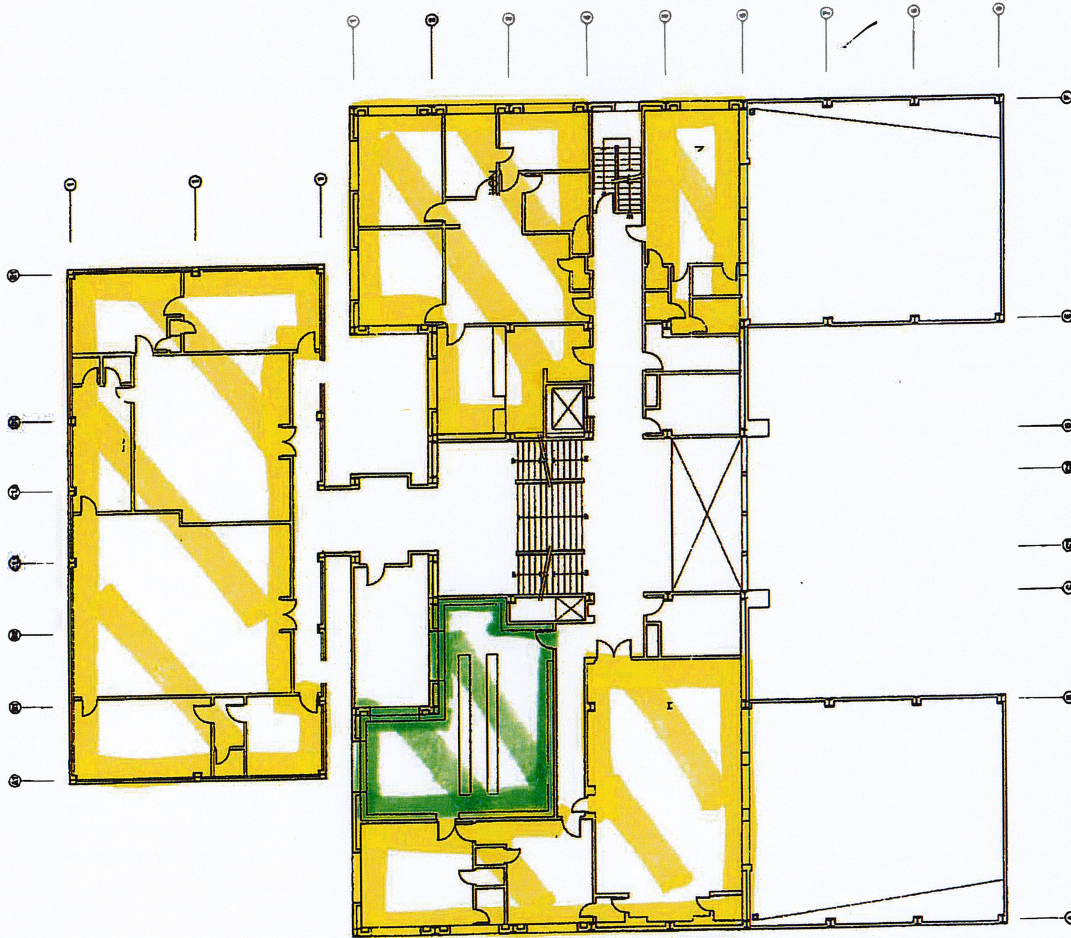
FLOOR PLAN
FIRST LEVEL

A2.2

DISCUSSION

continued last September
with the purchase
of the 100-acre
lot on the north side of
the highway. The lot
was purchased for \$100,000.

THE ISSUES ARE REFERRED TO RESPECTIVELY THE
INVESTIGATIONS OF THE CONDUCT OF THE
INVESTIGATIONS IS BASED ON THE DATA AUTOMATICALLY
PROCESSED BY THE COUNTRY AND RESERVE UP FIELD VERT.
FIELD VERIFICATION IS REQUIRED TO DETERMINE ACCURACY OF
THE DATA AND TO DETERMINE THE RELIABLE INFORMATION.
THE "LIVE" DATA FROM THE FIELD VERIFICATION
TO THE "LIVE" DATA FROM THE FIELD VERIFICATION.



**MENDOCINO COUNTY
COURTHOUSE**
VETZAR, CALIFORNIA

FLOOR PLAN SECOND LEVEL		DATE: 11-20-96	A2.3
SCALE: 1/8"=1'-0"	PROJECT NO.: 960103	SHEET NO.: 1	

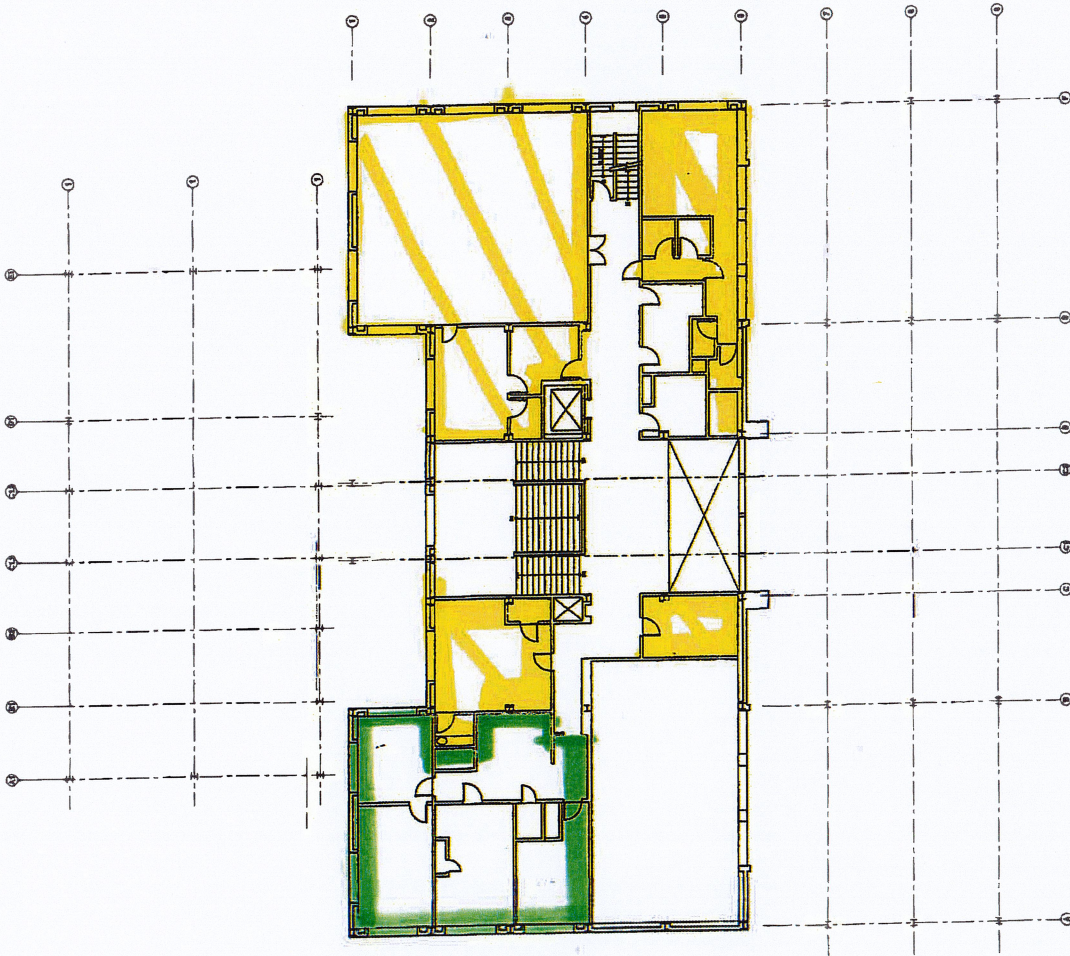
GENERAL NOTES

1. THE BRIDGE IS INTENDED TO REPLACE THE EXISTING BRIDGE AT THE SAME LOCATION. THE GENERAL LOCATION OF THE BRIDGE CORRESPONDS TO THE EXISTING BRIDGE. THE BRIDGE IS TO BE LOCATED AT THE EXISTING BRIDGE LOCATION. THE BRIDGE IS TO BE LOCATED AT THE EXISTING BRIDGE LOCATION. THE BRIDGE IS TO BE LOCATED AT THE EXISTING BRIDGE LOCATION.
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ARCHITECTS

Michael Ross - Charles Ross
Architects and Planners
44 West 57th Street, 43
Floor
New York, NY 10019
Telephone: (212) 697-6343
Facsimile: (212) 697-6343

[illegible]



1. THE ECONOMIC CRISIS CAUSED BY THE COLLAPSE OF THE INTERNATIONAL OIL MARKET HAS BEEN THE MAIN CAUSE OF THE ECONOMIC CRISIS IN THE MIDDLE EAST. THE ECONOMIC CRISIS IN THE MIDDLE EAST IS THE MAIN CAUSE OF THE ECONOMIC CRISIS IN THE MIDDLE EAST.
2. THE ECONOMIC CRISIS IN THE MIDDLE EAST IS THE MAIN CAUSE OF THE ECONOMIC CRISIS IN THE MIDDLE EAST.

[illegible]

ARCHIVE 75

**MENDOCINO COUNTY
COURTHOUSE**

FLOOR PLAN THIRD LEVEL		UNIT NO.	
RECEIVED BY:	ISSUED BY:	DATE:	A2.4
		0-39-96	