



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-5

For the meeting of: April 4, 2017

Date: February 08, 2017

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *AN*

Subject: First Amendment to Joint Occupancy Agreement Between Judicial Council and County of Humboldt

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the First Amendment to the Joint Occupancy Agreement (JOA) between the Judicial Council of California Administrative Office of the Courts and the County of Humboldt due to a change (increase) in "Court Exclusive Use Area" at the courthouse (No. 12-A1) located at 825 Fifth Street, Eureka, CA.
2. Authorize the Chair of the Board to sign the amendment.

SOURCE OF FUNDING:

County General Fund

Prepared by Christopher Shaver

CAO Approval *[Signature]*

REVIEW:

Auditor _____ County Counsel _____ Human Resources _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: 3/14/17

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Fennell, Bass, Wilson*

Nays _____

Absent *Bohn*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Apr. 4, 2017*

By: *[Signature]*
Kathy Hayes, Clerk of the Board

DISCUSSION:

On June 5, 2007, your Board approved the JOA between the Judicial Council, formerly the Administrative Office of the Court, and the county for responsibility of the provision of court facilities pursuant to the Court Facilities Act of 2002.

The current JOA provides that the "Court Exclusive Use Area" is 46,400 square feet and the "County Exclusive Use Area" is 92,675 square feet. However, the First Amendment to the JOA will transfer responsibility from the county to the Judicial Council for the space labeled Veterans on the attached Third Floor Plan Diagram. Due to the transfer of responsibility of space from the county to the Judicial Council, the First Amendment is necessary in order to redefine each entity's "Exclusive Use Area" and to transfer square footage and associated costs from the county to the Judicial Council.

The First Amendment mutually modifies the existing JOA by decreasing the "County Exclusive Use Area" by 570 square feet (originally 92,675 to 92,105); and, increasing the "Court Exclusive Use Area" by same amount (originally 46,400 to 46,970). The "County Share" of 66.23% and "Judicial Council Share" of 33.77% also adjusts the "Shared Costs", as defined in the 2007 JOA.

The Judicial Council has determined that the mediators, currently in room 305, are experiencing noise transfer, which is an issue when mediations are occurring. All attempts to resolve and abate noise transfer have been unsuccessful, such as the installation of wall insulation and a white noise system. The available space, as depicted in the plan diagram, will allow the Judicial Council to move staff to the said location, thus opening up two offices in room 305, which will create a separation between the mediators' offices and address the noise transfer issue.

FINANCIAL IMPACT:

Approval of the First Amendment to the JOA increases the "Judicial Council Share" annual payment by an estimated \$2,400 per year due to the reduction of 570 square feet in "County Exclusive Use Area".

The First Amendment to the JOA supports the Board's Strategic Framework by providing for and maintaining infrastructure along with building interjurisdictional cooperation.

OTHER AGENCY INVOLVEMENT:

The Judicial Council has developed the First Amendment to the JOA; and, the County Administrative Office and Public Works have assisted with negotiating the space and producing the Third Floor Plan Diagram.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve and authorize the amendment to the JOA; and, direct staff to consider alternatives to the 570 square feet originally occupied by Veterans Services.

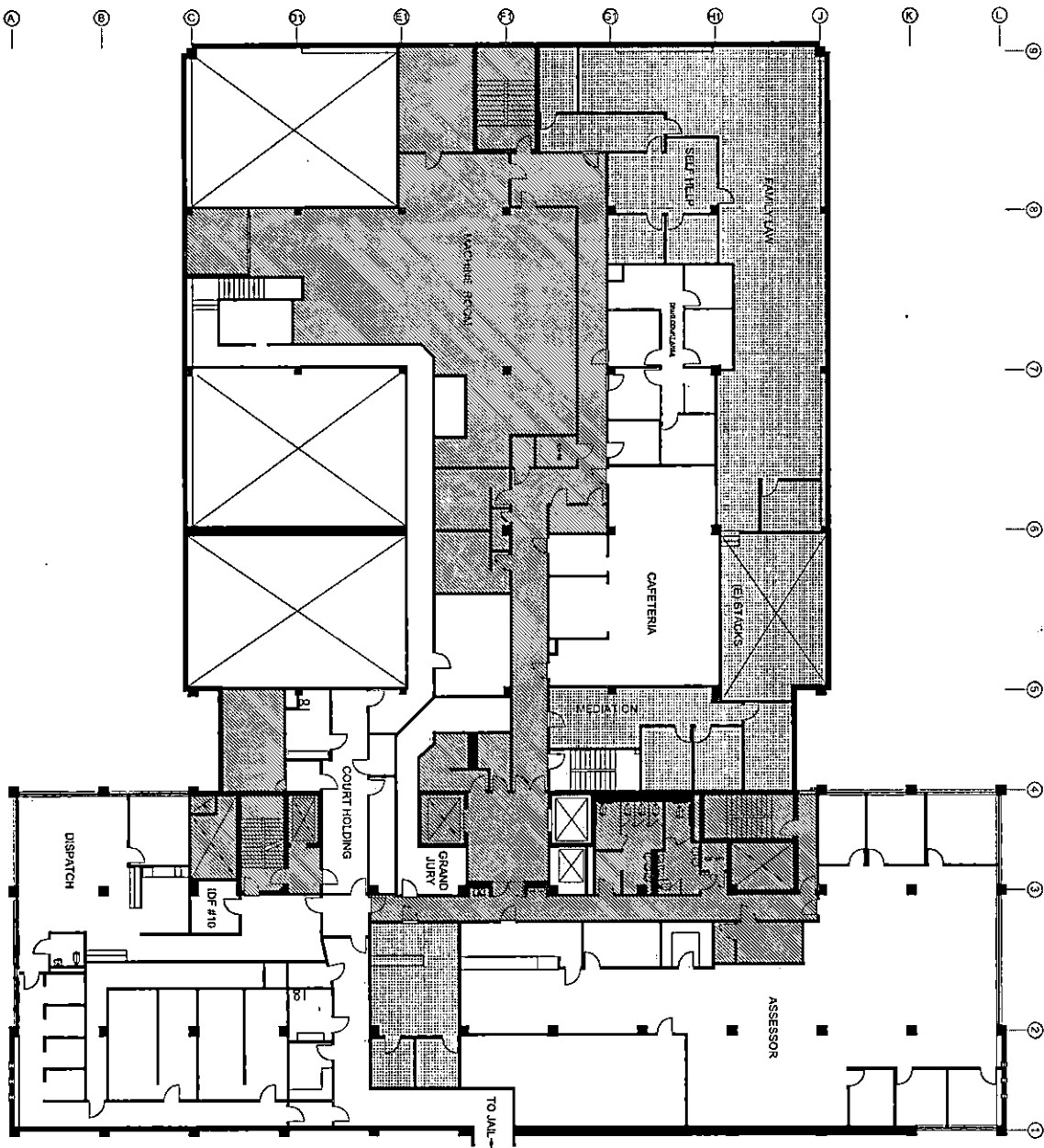
ATTACHMENTS:

First Amendment to the JOA

Exhibit A: Third Floor Plan Diagram

Exhibit B: Joint Occupancy Agreement

**EXHIBIT "A" TO FIRST AMENDMENT TO
JOINT OCCUPANCY AGREEMENT
THIRD FLOOR PLAN DIAGRAM**



1 THIRD FLOOR PLAN

AREA ANALYSIS-THIRD FLOOR

OVERALL FLOOR AREA SUMMARY

| | |
|-----------------------------------|-----------|
| CONSTRUCTION | 31,796 SF |
| DECKINGS | 9,400 SF |
| MECHANICAL, ELEC, ETC. | 22,386 SF |
| MECHANICAL | 14,833 SF |
| MECHANICAL PARTITION | 1,738 |
| MECHANICAL PARTITION (PERCENTAGE) | 1.78 |

SUMMARY BY DEPARTMENT

| DEPARTMENT | SUMMARY AREA SF | PERCENTAGE | % |
|-----------------|-----------------|------------|------|
| COURT FUNCTIONS | 5,231 SF | 6,303 SF | 6.28 |
| DISPATCH | 1,400 SF | 1,717 SF | 6.28 |
| ASSESSOR | 4,400 SF | 5,400 SF | 6.28 |
| MECHANICAL | 6,075 SF | 7,303 SF | 6.28 |
| GRAND JURY | 200 SF | 414 SF | 6.27 |
| TOTAL | 16,231 SF | 22,386 SF | 6.00 |

LEGEND

- COUNTY AREAS
- COURTS AREAS
- COMMON AREAS

**EXHIBIT "B" TO FIRST AMENDMENT TO
JOINT OCCUPANCY AGREEMENT
JOINT OCCUPANCY AGREEMENT**

Facility Number: 12-A1
Building Name: Humboldt County Courthouse
Building Address: 825 Fifth Street, Eureka, CA

JOINT OCCUPANCY AGREEMENT
BETWEEN
THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS,
AND
THE COUNTY OF HUMBOLDT

JOINT OCCUPANCY AGREEMENT

1. PURPOSE

The Judicial Council of California ("**Council**"), Administrative Office of the Courts (together, the "**AOC**"), and the County of Humboldt ("**County**") set forth the terms and conditions for the Parties' shared possession, occupancy, and use of the Real Property.

2. DEFINITIONS

"**Act**" means The Trial Court Facilities Act of 2002 (Government Code sections 70301-70404) as of the Effective Date.

"**Additional Area**" shall have the meaning set forth in Section 5.1.2 below.

"**Agreement**" means the Transfer Agreement for the Transfer of Responsibility for Court Facility, by and between the AOC and the County, dated as of June 5, 2007, under which the County transferred to the AOC responsibility for certain portions of the Real Property under the Act.

"**AOC Claim**" means any demand, complaint, cause of action, or claim related to the period on and after the Effective Date, alleging or arising from acts, errors, omissions, or negligence of the Court in the administration and performance of judicial operations in the Court Facility (e.g., allegations of civil rights violations made by a third party against a Court employee).

"**AOC Share**" means 33.36%, which is the percentage of the Total Exclusive-Use Area occupied by the Court.

"**Appraiser**" means an appraiser with a California general certification and at least five years experience in appraising real properties similar to the Real Property.

"**Broker**" means a real estate broker licensed by the California Department of Real Estate with adequate knowledge and experience in assessing and providing opinions of value for real properties similar to the Real Property.

"**Building**" means the building on the Land occupied by the Court and the County, all connected or related structures and improvements, and all Building Equipment.

"**Building Equipment**" means the installed equipment and systems that serve the Building generally or the Common Area. The Building Equipment does not include the equipment and systems that exclusively serve the Exclusive-Use Area of only one Party.

"Common Area" means the areas of the Real Property that are used non-exclusively and in common by, or for the common benefit of, the AOC, County, Court, and any Occupants, and includes (1) hallways, stairwells, elevators, escalators, and restrooms that are not located in either Party's Exclusive-Use Area, (2) foundations, exterior walls, load-bearing walls, support beams, exterior windows, the roof, and other structural parts of the Building, (3) Building Equipment and Utilities that do not exclusively serve only one Party's Exclusive-Use Area, (4) walkways, and other means of access over the Land and through the Building to the Court Exclusive-Use Area, and (5) the Parking Area. The Common Area does not include any part of the Exclusive-Use Area of either Party except for any Building Equipment that may be located therein.

"Contractors" means all third-party contractors, vendors, service providers, and all levels of subcontractors, and their respective employees, consultants, and representatives, that provide goods, services, or supplies to the Real Property with respect to Operation of the Building.

"Contributing Party" means the AOC.

"County Exclusive-Use Area" means the 92,675 usable square feet of the floor space in the Building, which are exclusively occupied and used by the County as depicted on Attachment "2" to this JOA, along with the Land.

"County Parking" means any part of the Parking Area that is not designated as Court Parking or Shared Parking, as shown on the parking plan attached as Attachment "2" to this JOA.

"County Parties" means the County, its political subdivisions, and their respective officers, agents, and employees.

"County Share" means 66.64%, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

"Court" means the Superior Court of California, County of Humboldt.

"Court Exclusive-Use Area" means the 46,400 usable square feet of the floor space of the Building, which is exclusively occupied and used by the Court and depicted on Attachment "2" to this JOA.

"Court Parking" means the following parking provided by the County for use by judges, Court staff and employees, or jurors: 13 underground secured parking spaces reserved for the exclusive use by the Court located in the basement of the Building as shown on the parking plan attached as Attachment "2" to this JOA, all of which the County and the Court have agreed is parking of the same number, type, and convenience as made available for users of the Court on October 1, 2001.

"Deficiency" means any condition of, damage to, or defect in the Common Area that: (1) threatens the life, health, or safety of persons occupying or visiting the Building, (2) unreasonably interferes with, disrupts, or prevents either Party's occupancy or use of the Real Property, or its ability to conduct its business operations in its Exclusive-Use Area, in an orderly, neat, clean, safe, and functional environment, (3) threatens the security of the employees, guests, invitees, or patrons of either Party, (4) threatens to diminish the value of the Contributing Party's Exclusive-Use Area or the Common Area, or threatens to damage or destroy the business personal property of the Contributing Party or the Court located in the Building, (5) threatens the preservation of the Contributing Party's files, records, and documents located in the Building, or (6) causes or exacerbates an unsafe, unsanitary, unlawful, or non-functional condition affecting the Contributing Party's Exclusive-Use Area or the Common Area.

"Effective Date" means the date on which the Transfer of Responsibility is completed under the terms of the Agreement.

"Emergency" means a sudden, unexpected event or circumstance on or affecting the Common Area or the Real Property that results in a Deficiency.

"Equipment Permits" means all permits, certificates, and approvals required for lawful operation of any of the Building Equipment.

"Equity" means the term "equity" as used and referred to in the Act.

"Estimated Shared Costs" means the Managing Party's reasonable, itemized estimate of the Shared Costs for the Common Areas for a fiscal year; provided that, the Managing Party's first estimate of the Shared Costs for the Common Areas will cover the period from the Effective Date to the last day of the fiscal year in which the Effective Date occurs.

"Excess Area" shall have the meaning set forth in Section 5.1.1 below.

"Exclusive-Use Area" means the Court Exclusive-Use Area or the County Exclusive-Use Area, as determined by the context in which the term is used.

"Hazardous Substance" means any material or substance regulated under any federal, state, or local laws, ordinances, regulations, rules, statutes, and administrative actions or orders respecting hazardous or toxic substances, waste, or materials, or industrial hygiene.

"Indemnified Loss" means all liability, damages, attorney fees, costs, expenses, or losses with respect to which either Party is obligated to indemnify the other Party under this JOA.

"JOA" means this Joint Occupancy Agreement.

"Land" means the real property described on Attachment "1" attached to this Agreement, including the County's (1) rights to enter and exit the Land and the Parking Area, (2) recorded and unrecorded rights to water, water stock, oil, gas, minerals, and timber related to the Land, and (3) existing, granted development permits, entitlements, and air and view rights.

"Law" means State and federal codes, ordinances, laws, regulations, the California Rules of Court, and judicial and administrative orders and directives, to the extent binding on the County and issued by a court or governmental entity with jurisdiction over the County.

"Liability Claim" means any demand, complaint, cause of action, or claim alleging (1) bodily injury to or death of third parties (excluding any employees of State Parties or County Parties acting within the scope of their employment as such) in, on, or about the Real Property, and (2) damage to or destruction of personal property of a third party (other than personal property of a County Party or a State Party) in, on, or about the Real Property, but excludes all AOC Claims.

"Major Deficiency" means any Deficiency: (i) that cannot, with reasonable diligence, be corrected within ten days, or (ii) as to which the estimated cost to correct will result in Excess Costs in an amount greater than 10% of the Estimated Shared Costs for the calendar month in which the Major Deficiency occurs, under section 4.2 of this JOA.

"Managing Party" means the County, which is the Party responsible for the Operation of the Common Area under this JOA.

"Memorandum" means the document titled Memorandum of Joint Occupancy Agreement that has been recorded in the official records of the County as an encumbrance on the Land pursuant to the Agreement.

"Non-Ownning Party" means the AOC, which is the Party that does not own fee title to the Real Property.

"Occupancy Agreement" means any agreement between a Party and a third party that entitles any party other than the County or the AOC to occupy or use any part of the Real Property.

"Occupant" means any party that occupies or uses the Real Property under an Occupancy Agreement.

"Operation" means the administration, management, maintenance, and repair of designated areas of the Real Property, and includes custodial services for the Common Area, but does not include custodial services for either Party's Exclusive-Use Area, which are not governed by this JOA.

"Owner" means the County, which is the Party that owns fee title to the Real Property.

"Parking Area" means the parking area serving the Building, as shown on Attachment "2" to this JOA, and includes the Court Parking, County Parking, and Shared Parking.

"Party" means either the AOC or the County, and **"Parties"** means the AOC and the County.

"Property Claim" means any claim or demand arising from or related to direct, physical loss or damage to the Real Property that is required to be covered by the Property Insurance Policies.

"Property Insurance Costs" means following costs of providing the Property Insurance Policies: 1) all insurance premiums, 2) any deductible or self-insured retention but not to exceed \$100,000 per occurrence.

"Property Insurance Policies" means one or more policies of property insurance maintained by the Owner that insure the Real Property against those risks covered under a form of coverage with terms and conditions as comprehensive as those found in an All-Risk/Special Form property insurance policy and, when applicable, the comprehensive form of equipment breakdown insurance, with coverage amounts equal to at least the 100% Replacement Cost of the Real Property. Owner's obligation to provide the Property Insurance Policies may be satisfied, in whole or in part, by any self-insurance or deductible maintained by the Owner for the Real Property, or by Owner's participation in a joint powers authority established for the purpose of pooling self-insured claims.

"Property Loss" means any loss or damage to, or destruction of, the Real Property that arises from a cause that is required to be covered under the terms of the Property Insurance Policies.

"Real Property" means the Land and the Building.

"Restricted Area" means all areas (i) within the Court Exclusive-Use Area that are not generally accessible to the public, including judges' chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, and (ii) public areas of the Common Area and the Court Exclusive-Use Area during non-business hours that are subject to security screening during normal business hours.

"Security-Related Areas" means the parts of the Real Property that are used for secure holding and transport of prisoners, including holding cells, sallyports, and secured elevators, staircases, and corridors.

"Security Services MOU" means the agreement entitled Agreement between the Sheriff, County of Humboldt, and the Superior Court of California, County of Humboldt, as amended from time to time.

"Share" means the AOC Share or the County Share, as determined by the context in which the term is used.

"Shared Costs" means: (i) the cost of owned or rented capital replacement items, improvements, equipment, and repairs in or benefiting the Common Area; (ii) the cost of normal, day-to-day Operation of the Common Area, including the cost of Utilities provided to the Common Area, and the cost of maintaining Equipment Permits (but excluding any late fees, interest, penalties, or other charges arising from the Managing Party's failure to timely pay those costs or keep the Equipment Permits in effect); (iii) the cost of Utilities provided to the Exclusive-Use Areas, if Utilities are not separately metered for the Exclusive-Use Areas; and (iv) any Property Insurance Cost, subject to section 4.5 below. Shared Costs do not include: (a) any cost that is primarily for the purpose of benefiting a Party's Exclusive-Use Area; (b) overtime charges or late fees related to any item that would otherwise be a Shared Cost, unless those overtime expenses or late fees are pre-approved by both Parties, or are necessary to remedy the imminent threat arising from an Emergency; (c) any fees, fines, penalties, interest, or other charges arising from the Managing Party's Operation of the Real Property in a negligent manner or a manner that does not comply with Law; or (d) any costs associated with the Operation of the Parking Area.

"Shared Parking" means the following parking available for use by both the Court and County on a first-come, first served basis: (i) 88 above-ground permit-only parking spaces available to Court staff and County staff, located in the surface parking lot to the south of the Building, as shown on the parking plan attached as **Attachment "2"** to this JOA, and (ii) 64 above-ground public parking spaces available to Court staff, County staff, jurors, and the general public, located in the surface gravel parking lot to the east of the Building, as shown on the parking plan attached as **Attachment "2"** to this JOA; all of which, along with the Court Parking, the County and the Court have agreed is parking of the same number, type, and convenience as made available for users of the Court on October 1, 2001.

"State Parties" means the Council, the Administrative Office of the Courts, and the Court, their political subdivisions, and their respective officers, agents, and employees.

"Term" means the term of this JOA, which commences on the Effective Date and continues indefinitely until the Parties enter into a written agreement terminating this JOA and causing the Memorandum to be terminated and removed as an encumbrance on the Land.

"Termination Agreement" means the document titled Termination of Joint Occupancy Agreement in the form and content attached as **Attachment "4"** to this JOA.

"Third Party Terms" shall have the meaning set forth in Section 5.1.1 below.

"Total Exclusive-Use Area" means the Court Exclusive-Use Area and the County Exclusive-Use Area, together.

"Utilities" means the utilities services provided to the Real Property, except for telephone, cable, internet, and other data services, which are not governed by this JOA.

"Vending Facility" means "vending facility" as defined in section 19626 of the California Welfare and Institution Code, as amended.

3. RIGHTS AND RESPONSIBILITIES

3.1 Rights to Exclusive-Use Area and Common Area. Under the Act, the Agreement, and this JOA, the AOC has the right to exclusively occupy and use the Court Exclusive-Use Area and the non-exclusive right to occupy and use the Common Area, and the County has the right to exclusively occupy and use the County Exclusive-Use Area and the non-exclusive right to occupy and use the Common Area. Each Party's non-exclusive right to use the Common Area must: (i) not interfere with the other Party's use of its Exclusive-Use Area or the Common Area; (ii) not materially increase the other Party's obligations under this JOA; and (iii) comply with Law. The Parties may from time to time agree on reasonable rules and regulations for their shared use of the Common Area.

3.2 Responsibility for Exclusive-Use Areas and Common Area.

3.2.1 Exclusive-Use Areas. During the Term, each Party is responsible for the Operation of its Exclusive-Use Area at its sole cost and expense. Each Party may make alterations and additions to its Exclusive-Use Area, as long as those alterations and additions do not unreasonably interfere with the other Party's use of its Exclusive-Use Area or the Common Area. The Contributing Party shall obtain the written consent of the Managing Party prior to making any alterations or additions (other than for the correction of a Deficiency), which consent shall not be unreasonably withheld, conditioned or delayed.

3.2.2 Common Area. The Managing Party is responsible for the Operation of the Common Area and will provide and pay for Utilities to the Real Property under this JOA, subject to the Contributing Party's obligations under section 4 of this JOA. The Managing Party may make reasonable additions and alterations to the Common Area, the cost of which will be a Shared Cost, but the Managing Party must first obtain the written consent of the Contributing Party to those additions or alterations, which consent will not be unreasonably withheld, conditioned, or delayed. If the

Contributing Party neither consents, nor provides to the Managing Party a reasonably-detailed description of its reasons for withholding its consent, within 30 days after the Contributing Party's receipt of the Managing Party's request for consent to the Common Area additions or alterations, the Contributing Party will be deemed to have consented, and will be responsible to pay its Share of the costs and expenses incurred by the Managing Party in making the Common Area alterations or additions described in the Managing Party's request for consent.

3.2.3 Correction of Deficiencies.

3.2.3.1 Deficiency. Upon the Managing Party's discovery of a Deficiency, the Managing Party must either (i) correct the Deficiency within ten days, or (ii) if the Deficiency is a Major Deficiency, send a written notice to the Contributing Party, within three business days, describing the Major Deficiency and providing an estimate of the cost and time needed to correct the Major Deficiency ("**Major Deficiency Notice**").

3.2.3.2 Contributing Party Deficiency Notice. The Contributing Party may at any time, but is not obligated to, send a written notice to the Managing Party describing the Deficiency (the "**Contributing Party Deficiency Notice**"). Upon receipt of any Contributing Party Deficiency Notice, the Managing Party must either: (i) correct the Deficiency by no later than 10 days after the Managing Party's receipt of the Contributing Party Deficiency Notice; or (ii) within three business days after the Managing Party's receipt of the Contributing Party Deficiency Notice, send a Major Deficiency Notice to the Contributing Party.

3.2.3.3 Contributing Party's Right to Correct. If the Managing Party neither corrects the Deficiency nor sends a Major Deficiency Notice within the time periods provided in section 3.2.3.2, then the Contributing Party may, but is not obligated to, without giving any notice or commencing any cure period under section 10, correct the Deficiency in any reasonable manner under the circumstances. If the Contributing Party corrects the Deficiency, the Contributing Party will be entitled to reimbursement from the Managing Party, under section 3.2.3.4, below, of the Managing Party's Share of the actual costs incurred by the Contributing Party to correct the Deficiency, whether or not the Deficiency is a Major Deficiency.

3.2.3.4 Correcting Party; Reimbursement. The Party that actually performs the correction of a Deficiency or a Major Deficiency is the "**Correcting Party.**" The Correcting Party is entitled to be reimbursed by the non-correcting Party for the non-correcting Party's Share of the actual costs that the Correcting Party incurs in correcting each Deficiency, as follows:

(a) If the Correcting Party is the Managing Party, the Correcting Party will be reimbursed for the non-correcting Party's Share of the actual

costs to correct the Deficiency under section 4 of this JOA; provided, however, that in the event of a Major Deficiency, the Managing Party will not be entitled to reimbursement from the Contributing Party of any amount greater than the Contributing Party's Share of the estimated costs to correct the Major Deficiency that are set forth in the Correction Plan; or

(b) If the Correcting Party is the Contributing Party, the Managing Party will reimburse the Contributing Party for the Managing Party's Share of the costs to correct the Deficiency within 30 days after the Contributing Party has delivered to the Managing Party an invoice and reasonable supporting documents evidencing the actual costs to correct the Deficiency.

(c) If the non-correcting Party does not timely reimburse the Correcting Party for the non-correcting Party's Share of the costs of correction, the Correcting Party may offset the non-correcting Party's Share of the costs to correct the Deficiency against any amounts that the Correcting Party owes to the non-correcting Party under this JOA or any other agreement.

3.2.3.5 Major Deficiency Correction Plan. If the Managing Party at any time sends the Contributing Party a Major Deficiency Notice, whether under section 3.2.3.1 or section 3.2.3.2 of this JOA, then within ten days after the Contributing Party's receipt of the Major Deficiency Notice, the Parties will meet and confer, in good faith, in person or by telephone, to determine a plan ("**Correction Plan**") for the correction of the Major Deficiency, including the method, estimated cost, and time period for the correction. If the Managing Party does not thereafter complete the correction of the Major Deficiency in accordance with the Correction Plan, the Contributing Party may, but will not be obligated to, without giving any notice or commencing any cure period under section 10, correct the Major Deficiency in a manner consistent with the Correction Plan, and will thereafter be the Correcting Party for purposes of reimbursement of the Managing Party's Share of the actual costs of correcting the Deficiency under section 3.2.3.4(b) of this JOA.

3.2.3.6 Not Applicable to Emergencies. This section 3.2.3 will not apply to any Deficiency that: (i) arises from an Emergency, and (ii) constitutes an imminent threat (a) to life, safety, health, or security, (b) of reduction in the value of the Contributing Party's Exclusive-Use Area or the Common Area, or (c) to the preservation of the Contributing Party's files, records, and documents located in the Building. Rather, those Deficiencies will be governed by section 3.2.4 of this JOA. Any Deficiency that arises from an Emergency, but that does not constitute an imminent threat to the matters described in (ii) (a), (b), or (c) above, will be governed by section 3.2.3.

3.2.4 Emergencies. If any Emergency occurs, the Parties must immediately notify one another of the Emergency by telephone or any other means reasonable under the circumstances. The Managing Party must promptly take steps to

correct any Deficiency that arises from the Emergency and that constitutes an imminent threat (a) to life, safety, health, or security, (b) of reduction in the value of the Contributing Party's Exclusive-Use Area or the Common Area, or (c) to the preservation of the Contributing Party's files, records, and documents located in the Building. If the Managing Party does not immediately correct any such Deficiency arising from an Emergency, the Contributing Party may, but will not be obligated to, without giving any notice or commencing any cure period under section 10, correct that Deficiency without making any further demand on the Managing Party, and will notify the Managing Party of the steps taken to correct the Deficiency as soon as reasonably possible. The Party that corrects a Deficiency arising from an Emergency under this section 3.2.4 is entitled to reimbursement from the other Party of the non-correcting Party's Share of the actual cost of correcting the Emergency pursuant to section 4 of this JOA. Notwithstanding the foregoing, if a Deficiency arises from an Emergency, but the Deficiency does not constitute an imminent threat to the matters described in (ii) (a), (b), or (c) above, the correction of that Deficiency will be governed by section 3.2.3 of this JOA.

3.3 Parking. The Managing Party is responsible for the Operation of the Parking Area, which is part of the Common Area, under this JOA, subject to the Contributing Party's obligation to reimburse its Share of the Shared Costs of that Operation under this JOA. At all times after Transfer, the Court's judges, staff, employees, and jurors will have the right to use and occupy the Court Parking in the Parking Area. The Parties will use the unreserved surface parking spaces in the Parking Area on a first-come, first-served basis. With respect to the secure parking spaces located in the basement of the Building, the AOC will cause the Court's judges, staff, employees, jurors, contractors, invitees, licensees, and patrons to park only in the reserved and unreserved parking spaces designated as Court Parking, and the County will cause its staff, employees, contractors, invitees, licensees, and patrons to park only in the County Parking. If a Party gives written notice to the other that the employees or patrons of the other Party are parking in its portion of the Parking Area, the violating Party will promptly remedy those violations.

3.4 Cooperation. The Parties will cooperate with one another, reasonably and in good faith, to ensure that each Party can peacefully enjoy, possess, use, and occupy its Exclusive-Use Area and the Common Area. The Owner will cooperate in good faith with, and ensure that, the Non-Owning Party can exercise its rights and responsibilities under this JOA. Subject to any reasonable rules and restrictions, each Party will allow the other Party to enter its Exclusive-Use Area for any reasonable purpose related to the terms of this JOA or any other written agreement between the Parties. Either Party may delegate its responsibilities under this JOA to the other Party or to a third party, but that delegation will not relieve the delegating Party from its obligations under this JOA.

3.5 Security-Related Areas. The County will remain responsible for the secure entry, exit, transport, and holding of prisoners attending Court sessions to, from, in, and

through the Security-Related Areas under the Security Services MOU, and will have the right to enter the Court Exclusive-Use Area as reasonably necessary for that purpose.

3.6 Occupancy Agreements. Each Party is responsible for all Occupancy Agreements affecting its Exclusive-Use Area, and Owner is responsible for all Occupancy Agreements affecting the Common Area, in each case without contribution from the other Party. The Party that is responsible for each Occupancy Agreement is entitled to all income arising from it. From and after the Effective Date, neither Party shall enter into any Occupancy Agreement with respect to such Party's Exclusive-Use Area without the prior written consent of the other Party, which consent may only be withheld if the intended use of the Occupant under the Occupancy Agreement is not compatible with the Parties' use of the Building and otherwise unreasonably restricts the other Party's ability to use its Exclusive-Use Area or the Common Area effectively.

3.7 Obtaining Equipment Permits. The Managing Party is responsible for maintaining and renewing the Equipment Permits.

3.8 Telecommunications. Certain components of the County's telecommunications cabling and equipment in the Building are located in the Court Exclusive-Use Area and the Common Areas, and certain components of the Court's telecommunications cabling and equipment in the Building are located in the County Exclusive-Use Area and the Common Areas, as more particularly shown on the diagram attached hereto as **Attachment "6."** Each Party shall be responsible for the operation, use, maintenance, expansion, replacement, and repair of the telecommunications cabling and equipment owned by such Party. From and after the Transfer, each Party shall have the rights of ingress, egress, and access to the portions of the Building occupied by the other Party, as each Party may reasonably require in connection with its continued operation, use, maintenance, expansion, replacement, and repair of its telecommunications cabling and equipment located in the other Party's portion of the Building.

3.9 Criminal Background Screening.

3.9.1 Access to Restricted Areas. Unless a person is responding to and correcting a Deficiency arising from an Emergency under section 3.2.3 of this JOA, only County employees and County Contractor employees who are screened and approved pursuant to section 3.9.2 of this JOA ("Approved Persons") may have unescorted access to Restricted Areas. Unscreened County employees and unscreened County Contractor employees may access Restricted Areas if they are escorted and monitored by any of the following: (1) an Approved Person, or (2) an employee of the Court if the Court's Executive Officer, or their designee, consents to a Court employee escorting and monitoring the unscreened person. The Managing Party must take all reasonable steps to ensure that Operation in and of all Restricted Areas is at all times consistent with this section 3.9.

3.9.2 Screening and Approval Process. When conducting screenings of County employees and County Contractor employees, Managing Party shall utilize a Live Scan background check or, if the Live Scan system becomes unavailable during the Term of this JOA, by other similar or successor system. Attachment "5" to this JOA sets forth the criteria for approval of a County employee or County Contractor employee based on the results of the screening. In lieu of the Managing Party conducting the screening and approval process set forth herein, the Contributing Party may, but is not obligated to, conduct the screening and approval of County employees or County Contractor employees that have access to the Restricted Areas, and, in such event, County agrees to cooperate with the AOC with respect to the screening of County employees or County Contractor employees that access the Restricted Areas.

3.9.3 Identification of Approved Persons. The County must issue and provide an identification badge to each Approved Person bearing the Approved Person's name and picture, which badge will indicate that the Approved Person is permitted to access the Restricted Areas. If the County issues identification badges to its employees, the County need not issue a separate badge to Approved Persons, but may affix a sticker or other marking on the existing badges of Approved Persons to indicate their right to access Restricted Areas. If the AOC has chosen to conduct the screening and approval of County employees or County Contractor employees, the AOC will either (1) notify the County if an employee is approved, whereupon the County will provide and issue an identification badge for that Approved Person, or (2) provide an identification badge for the Approved Person to the County, and the County will be responsible for issuing the identification badge to that Approved Person. All Approved Persons must wear their identification badges in a readily-visible manner whenever they are in a Restricted Area.

3.9.4 DOJ and DMV Requirements. Notwithstanding anything in this JOA to the contrary, County must comply with background check and clearance requirements of the California Department of Justice ("DOJ") and the California Department of Motor Vehicles ("DMV") relating to any County employee or County Contractor employee who has physical access to any area which is either connected to, or contains records from, the DOJ criminal computer database, including, without limitation, the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), or the DMV computer database (collectively the "Databases"). If requested by either the Court or the AOC, County must provide to either the Court or the AOC suitable documentation evidencing the County's compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to the Databases.

3.10 County Facilities Payment. Nothing in this JOA diminishes or modifies the County's obligations under the Act and the Agreement for payment of the County Facilities Payment.

4. SHARED COSTS

4.1 Payment of Estimated Shared Costs. The Managing Party will make timely, direct payment of all Shared Costs owed to third parties, and the Contributing Party is responsible to reimburse the Managing Party for its Share of all Shared Costs under this section 4. Within 90 days after the Effective Date, and within 30 days after the first day of each fiscal year thereafter, the Managing Party will deliver to the Contributing Party a statement (the "**Estimate Statement**") itemizing the Estimated Shared Costs, which the Contributing Party will either comment on or approve within 30 days. If the Contributing Party disapproves any of the Estimated Shared Costs in the Estimate Statement, the Parties will promptly meet and discuss the reason for the disapproval. If the Parties reach agreement with respect to all Estimated Shared Costs, the Managing Party will, if necessary, revise the Estimate Statement, which both Parties will approve. The Contributing Party is not obligated to make any payments of its Share of the Shared Costs until it has approved the Estimate Statement in writing. However, until the Contributing Party approves the Estimate Statement, it will pay its share of the Shared Costs based on the approved Estimate Statement for the prior fiscal year, or, during the initial fiscal year of the Term, based on the County Facilities Payment. Upon approving the Estimate Statement, the Contributing Party will pay its Share of the Estimated Shared Costs based on the approved Estimate Statement, plus all additional amounts owed by the Contributing Party for the period during which the Parties were in the process of reaching agreement as to the Estimate Statement. Payment of Estimated Shared Costs will be made in equal monthly installments on the first day of each calendar month of each fiscal year, subject to this JOA.

4.2 Payment of Actual Shared Costs. Within 30 days after the end of each calendar month, the Managing Party will deliver to the Contributing Party a statement (the "**Monthly Invoice**") itemizing the actual Shared Costs incurred during the previous calendar month ("**Actual Shared Costs**"). Within 30 days after a written request by the Contributing Party, the Managing Party will also deliver to the Contributing Party copies of supporting documents for any of the Actual Shared Costs shown on the Monthly Invoice. If the Actual Shared Costs are less than the Estimated Shared Cost for the applicable calendar month, the Managing Party will refund the amount overpaid to the Contributing Party within 30 days after the Managing Party's delivery of the Monthly Invoice, except that if the Contributing Party consents, the Managing Party may retain the overpayment and offset it against future amounts owed by the Contributing Party under this JOA. If the Actual Shared Costs are greater than the Estimated Shared Costs for the applicable calendar month ("**Excess Costs**"), the Contributing Party will pay such Excess Costs to the Managing Party within 30 days after its receipt of the Monthly Invoice, except that (a) if the Excess Costs are more than 10% of the Estimated Shared Costs for any calendar month, or (b) if the Contributing Party has requested, but not received, supporting documents for any Excess Costs by ten days prior to the date that payment is due, the Contributing Party will continue to make payment of its Share of the Shared

Costs based on the Estimate Statement, or as otherwise agreed under section 4.3 of this JOA, but may defer payment of the Excess Costs (or, in the case of (b) above, the Excess Costs to which the supporting documents relate) for that calendar month, until the Parties have met and reached an agreement regarding the amount of the Excess Costs, under section 3.2.3.5 or section 4.3 of this JOA, whichever is applicable.

4.2.1 Agreement for Quarterly Invoicing and Payment. The Parties may mutually agree that the Managing Party will deliver, and the Contributing Party will pay, invoices itemizing Actual Shared Costs on a quarterly basis rather than on a monthly basis. If the Parties so agree, all references to "calendar month" in section 4.2 of this JOA will be automatically amended to refer to "fiscal quarter" and the defined term "Monthly Invoice" in this JOA will be automatically amended to "Quarterly Invoice".

4.3 Notice of Anticipated Excess Costs. Prior to incurring any Shared Cost that the Managing Party reasonably believes will result in an Excess Cost in an amount greater than 10% of the Estimated Shared Costs shown on the Estimate Statement, the Managing Party shall give written notice to the Contributing Party describing the amount and reason for that Excess Costs; except that (a) no notice must be given to the Contributing Party if the Excess Costs will be incurred in connection with correction of a Deficiency arising from an Emergency under section 3.2.4 of this JOA, and (b) if the Excess Costs will be incurred in connection with the correction of a Deficiency under section 3.2.3 of this JOA, notice of the Excess Costs, and resolution of any issues related to the Excess Costs, will be handled under section 3.2.3, and this section 4.3 will not apply. If the Contributing Party objects in writing to the Excess Costs within 30 days after receiving the Managing Party's notice, the Parties must meet and confer, in person or by telephone, within 10 calendar days to resolve their dispute concerning the Excess Costs. If the Parties do not reach agreement concerning the Excess Costs during that meet and confer process, the Parties will promptly seek to resolve their dispute concerning the Excess Costs under the terms of section 11 of this JOA. If the Contributing Party does not respond to the Managing Party's notice within 30 days of receiving the notice, the Managing Party may proceed with expenditure of the Excess Cost in the amount and for the purpose described in the notice, and the Contributing Party must pay its Share of those Excess Costs.

4.4 Audit Rights. The Contributing Party may, at its sole cost and upon reasonable notice to the Managing Party, inspect the Managing Party's books, records, and supporting documents concerning all Actual Shared Costs incurred for up to 12 calendar months prior to the date of the Contributing Party's inspection. The Parties will cooperate reasonably with each other to ensure that the inspection is performed promptly and without undue interference to either Party. If, after its inspection, the Contributing Party disputes any Actual Shared Costs for any of the immediately-preceding 12 calendar months, the Contributing Party may engage an independent certified public accountant, acceptable to both Parties, to audit the Managing Party's books and records to determine

the amount of the Actual Shared Costs in dispute. The results of the audit will be binding on both Parties. If the audit reveals that the Contributing Party overpaid or underpaid Actual Shared Costs for a calendar month or fiscal quarter, as then applicable, the Parties will make the payments necessary to resolve that overpayment or underpayment within 30 days following the completion of the audit. The Contributing Party must pay the entire cost of the audit. The Contributing Party's payment of Shared Costs will not prevent it from disputing the accuracy of any Actual Shared Costs under this section 4.4.

4.5 Changing Certain Property Insurance Costs. Owner will notify the Non-Ownning Party of any change to any deductible or self-insurance retention amount with respect of the Property Insurance Policies within a reasonable time after such change has been made by the County and the provider of the Property Insurance Policies.

5. RIGHT OF FIRST REFUSAL, COMPATIBLE USES, AND VACATE RIGHTS

5.1 Right of First Refusal and Increase of Space In Building

5.1.1 Right of First Refusal for Excess Area. At least 30 days before a Party rents or otherwise transfers to a third party all or any portion of its Exclusive-Use Area ("Excess Area"), that Party must, by written notice, offer the Excess Area to the other Party on the same terms and conditions set forth in any offer to or from a third party for the Excess Area ("Third Party Terms"). The Third Party Terms must separate the rent for the Excess Area from any amounts to be paid by the third party for Operation, Utilities, and other costs in respect of the Excess Area. If the other Party elects not to occupy the Excess Area on the Third Party Terms, or fails to respond to the notice within a 30 day period, the Party with the Excess Area may, subject to section 5, permit a third party to occupy and use the Excess Area on the Third Party Terms. If the other Party elects to accept the Excess Area on the Third Party Terms, the Parties will enter into a separate written agreement setting forth the terms for the other Party's occupancy and use of the Excess Area, consistent with the Third Party Terms.

5.1.2 Request for Increase of Exclusive-Use Area. If a Party wishes to increase the size of its Exclusive-Use Area ("Additional Area"), and the Parties reach agreement on mutually-acceptable terms for the Additional Area, the Parties will enter into a separate written agreement setting forth the terms for the occupancy and use of the Additional Area, which terms may include a reasonable rent, subject to section 5.1.4 of this JOA.

5.1.3 No Adjustment to Shares. If a Party rents any Excess Area or Additional Area under section 5.1.1 or 5.1.2, above, the rental transaction will not result in a change to the Parties' Shares. Rather, the rent paid by the Party renting the Excess Area or the Additional Area will include the Shared Costs applicable to the Excess Area or the Additional Area, as applicable. The Parties' Shares will only be adjusted if one

Party at any time buys the other Party's rights to occupancy and use of the Real Property for fair market value under section 5.3 of this JOA, or otherwise.

5.1.4 Terms of this JOA Not Affected. Any transfer of the Excess Area or the Additional Area to a Party or to a third party will not relieve the Parties of their rights and responsibilities under this JOA with respect to the Excess Area or the Additional Area. Rather, any re-allocation of the Parties' rights and responsibilities under this JOA will be set forth in any separate agreement entered into by the Parties for rental of the Excess Area or the Additional Area. Notwithstanding the foregoing, nothing herein shall be deemed to preclude the AOC from waiving its rights with respect to any Excess Area that the AOC may be vacating in exchange for the County providing land to the AOC for the construction of replacement court facilities.

5.2 Compatible Use; Hazardous Substances.

5.2.1 Compatible Use. Each Party must use, and must require that any Occupant use, its Exclusive-Use Area in a manner that is compatible with the Parties' use of the Building on the Effective Date and that does not deteriorate or diminish the other Party's ability to use its Exclusive-Use Area or the Common Area effectively. The Managing Party must ensure that any Occupant that occupies any of the Common Area uses its space in a manner compatible with the Parties' use of the Building.

5.2.2 Hazardous Substances. Neither Party will store, use, treat, manufacture, or sell, or allow any other person to store, use, treat, manufacture, or sell, any Hazardous Substance on the Real Property except in compliance with Law.

5.3 Vacate Right Pursuant to Section 70344(b) of the Act. After the Effective Date, if either Party is entitled to and does exercise its rights under section 70344(b) of the Act, the Party that is required to vacate the Building ("Vacating Party") must remove all of its property from, and surrender to the other Party full possession the space vacated ("Vacated Space") within ninety (90) days after the Parties agree on the amount of compensation to be paid to the Vacating Party for (i) its Equity in the Vacated Space, and (ii) its relocation costs. The Vacating Party must repair, at its sole cost, any damage it causes to any part of the Real Property in removing its property from the Vacated Space. If the Parties cannot agree on the value of the Vacating Party's Equity in the Vacated Space, the Parties will select a mutually-acceptable Appraiser or a Broker to determine the fair market value of the Vacating Party's Equity in the Vacated Space. If the Parties cannot agree on the fair market value of the Vacating Party's relocation costs, the Parties will select a mutually-acceptable relocation expert with at least five (5) years of experience in determining relocation costs in California ("Expert"), to determine the fair market value of the Vacating Party's relocation costs. Any Appraiser, Broker, or Expert will deliver to both Parties its determination of value, and each Party will be responsible for one-half of the costs of the Appraiser, Broker, or Expert. Any disputes under this section 5.3 will be resolved under section 11 of this JOA. The Parties will

enter into an Equity Rights Purchase Agreement, substantially similar to **Attachment "3"** attached to this JOA, to memorialize the terms of the purchase of the Vacating Party's Equity in the Vacated Space, and the Parties must enter into a Termination Agreement, substantially similar to **Attachment "4"** attached to this JOA, when the Vacating Party has vacated the Vacated Space.

5.4 Amendment to JOA; Equity Rights. If the Parties' Equity rights will be modified, whether under section 7 of this JOA, or as a result of any other purchase of Equity rights to which the Parties may agree under this JOA or the Act, the Parties will amend this JOA to: (i) adjust their Exclusive-Use Areas; and (ii) adjust each Party's Share and their Equity rights in the Real Property.

6. INSURANCE

6.1 Property Insurance.

6.1.1 Property Insurance Policies to be Maintained. Owner will provide, maintain in full force and effect, and make direct payment of all Property Insurance Costs, subject to the other Party's obligation to pay its portion of those costs under section 4 of this JOA, until the AOC provides written notice to Owner requesting that it no longer provide the Property Insurance Policies under this JOA. Owner will include by specific endorsement to each of the Property Insurance Policies the Judicial Council of California, the Administrative Office of the Courts, and the Court as insureds or covered parties, as appropriate, and joint loss payees for any Property Claim payable under the terms and conditions of the Property Insurance Policies, with the same coverages and limits as the principal insured under the Property Insurance Policies.

6.1.2 Allocation of Risk for Property Claims. While Owner is providing and maintaining the Property Insurance Policies, and the Non-Owning Party is paying its portion of the Property Insurance Costs under section 4, above, Owner will bear all of the risk arising from Property Claims, and Owner hereby waives, and will cause the providers of its Property Insurance Policies to waive, all rights of recovery against the other Party and its applicable insurer(s) for any Property Claims payable under the terms and conditions of the Property Insurance Policies. Owner will be solely and exclusively responsible to tender to the providers of its Property Insurance Policies, and to process and pursue to final resolution, any and all Property Claims, including (if covered by the Property Insurance Policies) claims for costs associated with obtaining and relocating Court operations to alternate space while any portion of the Real Property is being repaired or replaced. The Parties acknowledge that property insurance is "no fault" insurance; therefore, if any Property Loss occurs, there are no exclusions or conditions to payment, irrespective of negligence or willful misconduct of either Party, other than those exclusions specifically set forth in the Property Insurance Policies.

6.1.3 Compliance with Property Insurance Policies. While Owner is providing and maintaining the Property Insurance Policies under this JOA, Owner will provide the Non-Ownning Party with verification that the Property Insurance Policies are in full force and effect and, at the request of the Non-Ownning Party, with copies of the Property Insurance Policies, as the Property Insurance Policies may be issued or modified from time to time. The State Parties and the County Parties will comply in all material respects with all requirements for the use of the Real Property that are set forth in the Property Insurance Policies and that Owner has provided to the Non-Ownning Party.

6.1.4 Property Insurance Proceeds; Claims in Excess of Insurance Limits. Upon the occurrence of any Property Loss, each Party will be entitled to the applicable proceeds from the Property Insurance Policies to the extent the Property Loss is attributable to its Exclusive-Use Area or its Share of the Common Area, subject to section 7, below. If one or more Property Claims is fully and finally resolved in an amount that exceeds the total limits of all of the Property Insurance Policies, or if any Property Loss is not covered by the Property Insurance Policies through no fault of Owner, then if both Parties elect to restore or replace the damaged portions of the Real Property ("**Damaged Property**") under section 7 below, each Party will pay the amounts that exceed the coverage of the Property Insurance Policies to the extent the Property Loss is attributable to its Exclusive-Use Area or its Share of the Common Area. By way of example only, if the total amount of the Property Claim is \$1,250,000, and if 40% is attributed to damage in the Court Exclusive-Use Area, 35% is attributed to damage in the County Exclusive-Use Area, and 25% is attributed to damage in the Common Area, and the amount payable under the Property Insurance Policies is \$1,000,000, then the AOC would be entitled to insurance proceeds in the amount of \$400,000 (for the damage to the Court Exclusive-Use Area), the County would be entitled to insurance proceeds of \$350,000 (for damage to the County Exclusive-Use Area), and the Parties would share the remaining \$250,000 of insurance proceeds in accordance with their respective Shares. With respect to the uninsured \$250,000 portion of the Property Claim, the AOC would be responsible to pay (subject to section 7, below) \$100,000 (40% of \$250,000) in respect of its Exclusive-Use Area, plus an amount equal to the AOC Share of the \$62,500 (25% of \$250,000) in respect of the Common Area, and the County would be responsible to pay (if both Parties elect to restore or replace the Damaged Property under section 7, below) the balance of the uninsured loss. The Owner will assign and deliver to the other Party all insurance proceeds owed to the other Party effective upon its receipt of those proceeds.

6.1.5 No Waiver of Equity Rights. The provisions of section 6.1.4 of this JOA will not be deemed or construed to waive, diminish, release, or otherwise affect the Equity rights of either Party in respect of the Real Property.

6.2 Reporting and Processing Claims.

6.2.1 Incident Reports. Both Parties will maintain copies of any Incident reports that it prepares for a period of five (5) years, and at the request of the other Party, the Party preparing the Incident report in question will provide the other Party with a complete copy of, or reasonable access to, those Incident reports, except for any Incident reports that are not considered public records under the California Public Records Act (Government Code section 6250, et seq.) and/or protected by attorney-client confidentiality.

6.2.2 Party Responsible for Claims. If either Party receives any demand, complaint, notice, document, or information alleging the existence or occurrence of any incident, event, circumstance, or occurrence in, on, or about the Real Property ("Incident") that is or could result in any Property Claim or Liability Claim (each, a "Claim", and together, "Claims") or an AOC Claim, or if a Party otherwise becomes aware that an Incident has occurred, that Party will make best efforts to promptly notify the other Party of that Incident. Following that notice, the Parties will work together, diligently and in good faith, to determine which of them bears responsibility for the loss or injury alleged, and whether either Party is entitled to indemnification by the other in respect of the Incident under sections 8.1 or 8.2 of this Agreement. If the Parties are not able to so agree, then they will resolve those matters under section 11 of this JOA.

6.3 Third-Party Contractor Insurance. Each Party must require each of its Contractors to (i) obtain and maintain insurance of the type and with coverage amounts that are usual and customary to the type of business or exposures related to the work being performed on the Real Property, (ii) name both Parties as additional insureds by specific endorsement to their general liability policies, (iii) provide a waiver of subrogation in favor of both Parties with respect to all property insurance policies, and (iv) provide to the Parties a 30-day notice of cancellation or material change in any insurance coverage required hereunder. Unless the Parties otherwise agree, all Contractors must indemnify, defend, and hold harmless the County Parties and the State Parties from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the performance by the Contractors under their contracts, and neither Party waives any right of recovery or subrogation against the other in respect of their contractual arrangements with the Contractors.

6.4 Workers' Compensation Coverage. Each Party will each maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction Event. If, due to Property Loss, the Real Property cannot be occupied by one or both Parties, each Party will be solely responsible to arrange for its own relocation to and occupancy of alternate space. Promptly after a Property Loss, the Parties will comply with the provisions of section 6 (to the extent applicable), and as promptly as possible, but in no event later than 180 days after a Property Loss, each Party will notify the other in writing ("**Restoration Election Notice**") whether it wishes to restore or replace the Damaged Property.

7.2 Both Parties Elect to Restore or Replace. If both Parties elect to restore or replace the Damaged Property, the Parties will cooperate in good faith to restore or replace the Damaged Property, with each Party contributing the proceeds it receives under the Property Insurance Policies and otherwise paying its portion of the cost to restore or replace the Damaged Property, as set forth in section 6.1.4, above. If the Parties restore or replace the Damaged Property in a way that results in a change to the Parties' Shares or their Equity rights, the Parties will each pay the costs and expense to restore or replace the Damaged Property according to their newly-determined Shares or Equity rights.

7.3 Only One Party Elects to Restore or Replace. If, based on the Restoration Election Notices, only one Party elects to restore or replace the Damaged Property, then within 30 days after the Parties' Restoration Election Notices are given, the Parties must meet and confer in good faith to determine how to proceed with respect to (i) the Damaged Property; (ii) the proceeds of the Property Insurance Policies, if any, to which each Party is entitled under section 6.1.4, above, and (iii) compensation for the Equity rights of either Party in the Real Property, if applicable. If the Parties cannot agree on those matters, they will proceed as set forth in section 11 of the Agreement. Until the Parties have reached a final agreement concerning how the issues described in this section 7.3 will be resolved, both Parties must deposit into an escrow account, with the escrow division of a mutually-acceptable, national title company, all insurance proceeds that they receive from the Property Insurance Policies in respect of the Property Loss, as determined under section 6.1.4, above. Those insurance proceeds will be retained in the escrow and will be disbursed only upon instructions to the escrow holder, signed by both Parties, which are consistent with the Parties' final resolution of those issues.

7.4 Neither Party Elects to Restore or Replace. If neither Party elects to restore or replace the Damaged Property, then both Parties will retain the proceeds of the Property Insurance Policies to which they are entitled under section 6.1.4. If any of the Exclusive-Use Area of the Non-Owning Party is uninhabitable as a result of the Property Loss, then the Owner will compensate the Non-Owning Party for its Equity rights in the uninhabitable part of the Non-Owning Party's Exclusive-Use Area, determined in the manner described in section 5.3 of this JOA, except that all insurance proceeds the Non-Owning Party has received, or will receive, from final resolution of any Property Claims

made in respect of the Damaged Property will be deducted from the Equity rights compensation paid by the Owner to the Non-Ownning Party for its Equity rights in the uninhabitable parts of its Exclusive-Use Area. The Non-Ownning Party will not be entitled to any compensation for any relocation costs arising from Property Loss. If the Non-Ownning Party will no longer occupy the Building due to Property Loss that neither Party elects to restore or replace, then when the Non-Ownning Party has been compensated for its Equity rights under this section 7.4, the Parties will terminate this JOA by signing a Termination Agreement and recording it in the County Recorder's Office.

8. INDEMNIFICATION

8.1 Indemnification Obligation of State Parties. The State Parties will and do indemnify, defend, and hold harmless the County Parties, with counsel reasonably acceptable to the County Parties, from and against all Indemnified Loss arising from (1) all AOC Claims, and (2) Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of a State Party.

8.2 Indemnification Obligation of County Parties. The County Parties will and do indemnify, defend, and hold harmless the State Parties, with counsel reasonably acceptable to the State Parties, from and against all Indemnified Loss arising from Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of a County Party.

8.3 Indemnified Party's Participation. The indemnifying Party must manage and be entirely responsible to handle and resolve all Liability Claims for which it is responsible under sections 8.1 or 8.2, as applicable. The indemnified Party may elect, but is not required, to retain its own attorney, at the indemnified Party's sole expense, to participate in the litigation, settlement negotiations, or other dispute resolution procedures for any Liability Claim as to which it is the indemnified Party. If the indemnified Party elects to retain its own attorney to participate in the litigation, settlement negotiations, or other dispute resolution procedures for a Liability Claim, the indemnifying Party will cooperate with the indemnified Party, and the attorney retained by the indemnified Party.

8.4 Effect of Indemnification Rights. The rights of a Party to be indemnified under sections 8.1 or 8.2 of this JOA cannot be deemed or construed to limit or diminish the obligation of the indemnified Party to perform its duties at Law or under any agreement between the County Parties and the State Parties. The indemnifying Party shall have no right of set off in respect of payment of any Indemnified Loss to the indemnified Party under this JOA.

9. CONDEMNATION

If either Party receives written notice advising of an actual or intended condemnation of the Real Property ("Condemnation Notice"), that Party will immediately deliver a copy of the Condemnation Notice to the other Party. In the event of an actual condemnation, the Parties will cooperate with each other in good faith to obtain the maximum award that may be obtained from the condemning authority, and each Party will be entitled to its Share of the condemnation proceeds.

10. DEFAULT NOTICE AND CURE

Upon a Party's breach or default of any other provision of this JOA, the Parties will comply with the terms for notice of default and cure period set forth in section 10 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein. Notwithstanding anything in this JOA or the Agreement to the contrary, no default or breach shall be deemed to have occurred if the AOC is unable to pay any amounts due and owing under this JOA as a result of the State of California's failure to timely approve and adopt a State budget. Should the AOC fail to pay any amounts due and owing under this JOA as a result of the State of California's failure to timely approve and adopt a State budget, the AOC shall promptly pay any previously due and unpaid amounts due and owing under this JOA but no later than 60 days after approval and adoption of the State budget.

11. DISPUTE RESOLUTION

In the event of a dispute between the Parties relating to performance of the Parties' obligations under this JOA, the Parties will comply with the terms for dispute resolution set forth in section 11 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

12. NOTICES

Any notice or communication required to be sent to a Party under this JOA must be sent in accordance with the terms for giving of notices in section 12 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

13. MISCELLANEOUS

13.1 Waivers. No waiver of any provision of this JOA will be valid unless it is in writing and signed by both Parties. Waiver by either Party at any time of a breach of this JOA cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

13.2 Force Majeure. Neither Party is responsible for performance under this JOA to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable.

13.3 Assignment. Neither Party may assign this JOA in whole or in part, whether by operation of law or otherwise, to any other entity, agency, or person without the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any Law will be void and of no effect.

13.4 Binding Effect. This JOA binds the Parties and their permitted successors and assigns.

13.5 Third Parties Benefited. The Court is an intended beneficiary of all provisions of this JOA for the benefit of the AOC.

13.6 Construction. The headings used in this JOA are for convenience only and will not affect the meaning or interpretation of this JOA. The words "hereof," "herein," and "hereunder," and other words of similar import, refer to this JOA as a whole and not to any subdivision of this JOA. Both Parties have reviewed and negotiated this JOA, and this JOA will not be construed against a Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

13.7 Integration; Amendments. This JOA and the Agreement contain the entire agreement of the Parties with respect to the subject matter of this JOA, and supersede all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties. This JOA may be amended only by written agreement signed by both of the Parties.

13.8 Incorporation By Reference. The Attachments to this JOA are incorporated into and made a part of this JOA for all purposes, and all references to this JOA in any of the Attachments mean and include the entirety of this JOA.

13.9 Severability. If any term of this JOA is inconsistent with applicable Law, then on the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this JOA not affected by the inconsistency will remain in full force and effect.

13.10 Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to (i) implement the terms and provisions set forth in this JOA and the Act, and (ii) consummate the transactions contemplated herein, and will execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this JOA and the Act.

13.11 Conflicts Between JOA and Agreement: Capitalized Terms. The Agreement supersedes and controls to the extent of any conflicts between the terms of the Agreement and this JOA. Capitalized terms used in this JOA and not otherwise defined herein will have the meanings given to them in the Agreement.

13.12 Signature Authority. The individuals signing this JOA on behalf of the AOC and the County certify that they are authorized to do so.

I agree to the terms of this JOA.

APPROVED AS TO FORM:

Administrative Office of the Courts,
Office Of The General Counsel

By: K S L
Name: Kenneth Levy

Date: 5/17/07

ATTEST:

Nikki Turner, Clerk of the Board
Deputy

By: Nikki Turner

Date: 6-11-07

APPROVED AS TO INSURANCE AND
INDEMNITY PROVISIONS

By: Kimberly Kerr
Name: Kim Kerr
Title: County Risk Manager

Date: 6/12/07

JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS

By: G Walker
Name: Grant Walker
Title: Business Services Manager

Date: 5/16/07

COUNTY OF HUMBOLDT, a political
subdivision of the State of California

By: Bonnie Neely
Name: Bonnie Neely
Title: Chair, Board of Supervisors

Date: 6-11-07

LIST OF ATTACHMENTS

| | |
|----------------|---|
| Attachment "1" | Legal Description of Land |
| Attachment "2" | Site Plan of Real Property |
| Attachment "3" | Form of Equity Rights Purchase Agreement |
| Attachment "4" | Form of Termination of Joint Occupancy Agreement |
| Attachment "5" | Criteria for Approving County Employees and County Contractors with Respect to Background Checks |
| Attachment "6" | Telecommunications Diagram |

ATTACHMENT "1" TO JOA
LEGAL DESCRIPTION OF LAND

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CITY OF EUREKA, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

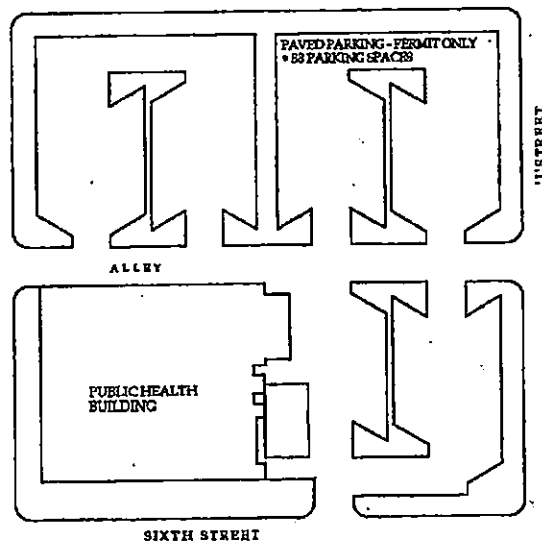
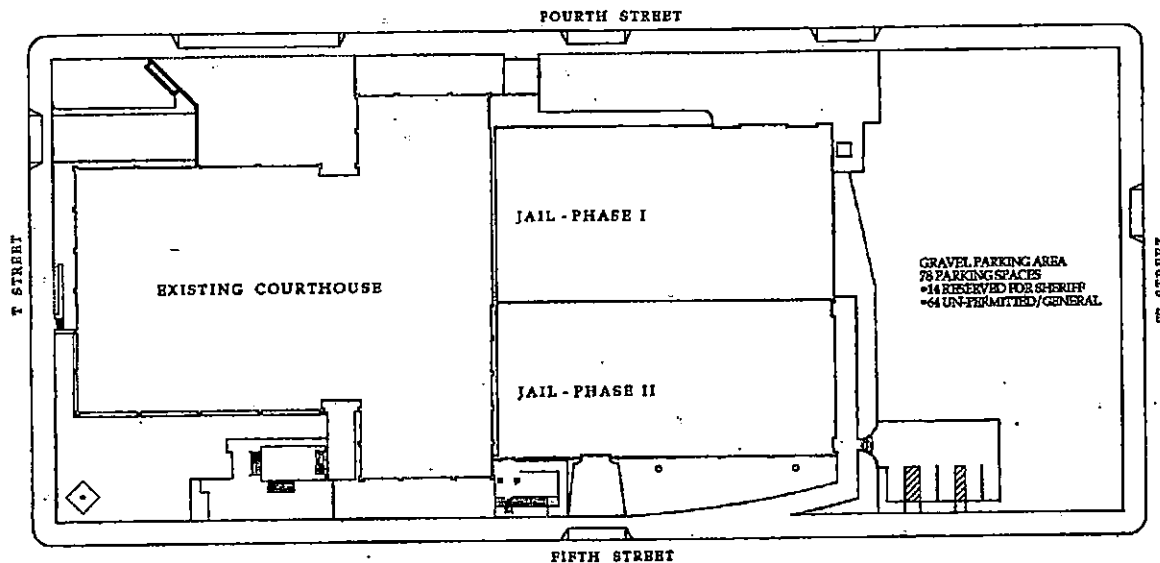
That certain block of land situate in the City of Eureka, County of Humboldt, State of California, known as the "Plaza" and bounded as follows:

On the North by 4th Street; on the East by "J" Street; on the South by 5th Street and on the West by "I" Street in the said City of Eureka.

Said land being shown as Parcel A on Book 55 of Surveys, page 145, Humboldt County Records.

APN: 001-191-002

ATTACHMENT "2" TO JOA
SITE PLAN AND FLOOR PLAN OF REAL PROPERTY
(See Attached)



BUILDING TOTALS

GROSS INTERIOR AREA SUMMARY

| | |
|--------------|-------------------|
| BASEMENT | 51,500 SF |
| GROUND FLOOR | 31,000 SF |
| FIRST FLOOR | 30,200 SF |
| SECOND FLOOR | 31,700 SF |
| THIRD FLOOR | 31,700 SF |
| FOURTH FLOOR | 12,940 SF |
| FIFTH FLOOR | 12,940 SF |
| TOTAL | 201,980 SF |

NET INTERIOR (RENTABLE)

| | |
|--------------|-------------------|
| BASEMENT | 43,300 SF |
| GROUND FLOOR | 29,800 SF |
| FIRST FLOOR | 28,715 SF |
| SECOND FLOOR | 30,500 SF |
| THIRD FLOOR | 22,300 SF |
| FOURTH FLOOR | 11,950 SF |
| FIFTH FLOOR | 9,950 SF |
| TOTAL | 176,625 SF |

NET USABLE INTERIOR

| | |
|--------------|-------------------|
| BASEMENT | 37,955 SF |
| GROUND FLOOR | 27,620 SF |
| FIRST FLOOR | 22,980 SF |
| SECOND FLOOR | 29,180 SF |
| THIRD FLOOR | 18,835 SF |
| FOURTH FLOOR | 9,700 SF |
| FIFTH FLOOR | 8,125 SF |
| TOTAL | 154,425 SF |

PRO RATA RATIO 1.14

SUMMARY BY DEPARTMENT

| | USABLE | PRO RATA SHARE | % |
|------------------|-------------------|-------------------|-------------|
| ASSESSOR | 4,900 SF | 5,600 SF | 3.2 |
| AUDITOR | 3,435 SF | 3,926 SF | 2.2 |
| CAFETERIA | 1,450 SF | 1,652 SF | 0.9 |
| COUNTY COUNSEL | 4,550 SF | 5,200 SF | 2.9 |
| COURT FUNCTIONS | 4,940 SF | 5,633 SF | 2.9 |
| COST ATTORNEY | 920 SF | 1,056 SF | 0.3 |
| GRAND JURY | 350 SF | 400 SF | 0.2 |
| LAW LIBRARY | 2,650 SF | 3,029 SF | 1.7 |
| PARKING | 24,100 SF | 29,828 SF | 16.9 |
| PERSONNEL | 1,700 SF | 1,943 SF | 1.1 |
| PROBATION | 830 SF | 949 SF | 0.5 |
| PURCHASING | 1,710 SF | 1,954 SF | 1.1 |
| RECORDER/CLERK | 3,280 SF | 3,749 SF | 2.5 |
| REVENUE REC'D | 900 SF | 1,029 SF | 0.6 |
| STORAGE | 5,380 SF | 6,149 SF | 3.5 |
| SHERIFF FUNCTION | 25,450 SF | 29,086 SF | 16.3 |
| SUPV/CAD/RISK | 7,945 SF | 9,080 SF | 5.1 |
| TREASURER | 2,740 SF | 3,151 SF | 1.8 |
| UNALLOCATED | 2,745 SF | 3,152 SF | 1.8 |
| VETERANS | 570 SF | 651 SF | 0.4 |
| TOTAL | 154,425 SF | 176,625 SF | 100% |



COUNTY of HUMBOLDT
EXISTING COURTHOUSE
425 5TH STREET
HUMBOLDT, CALIFORNIA

DRAWING TITLE
SITE PLAN
EXISTING LAYOUT

SCALE SHOWN DRAWING NUMBER

DATE AUG. 2006 **A 20**

COURTHOUSE REPAIRS / DRAWINGS / EXISTING - 8/06

| | |
|-------------------|----------------|
| SCALE SHOWN | DRAWING NUMBER |
| DATE AUG. 2006 | A 2.1 |

CONTINUED ON REVERSE / DRAWINGS / LISTING - A-100

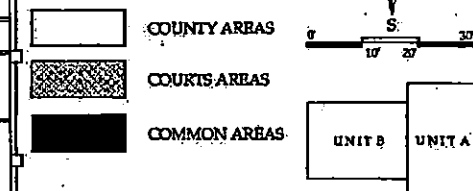
OVERALL FLOOR AREA SUMMARY

| | |
|---|-----------|
| GROSS INTERIOR | 31,000 SF |
| DEDUCTIONS (shafts, stairs, elev., etc.) | 1,200 SF |
| NET INTERIOR (RENTABLE) | 29,800 SF |
| NET USABLE INTERIOR | 27,620 SF |
| PRO RATA RATIO (RENTABLE/USABLE) | 1.08 |

SUMMARY BY DEPARTMENT

| DEPARTMENT | USABLE AREA | FLO RATA SHARE | % |
|-----------------|------------------|------------------|------------|
| SHERIFFS OFFICE | 14,100 SF | 15,213 SF | 51 |
| COURT FUNCTIONS | 10,870 SF | 11,728 SF | 39 |
| COUNTY | 2,650 SF | 2,859 SF | 10 |
| TOTALS | 27,620 SF | 29,800 SF | 100 |

LEGEND



COUNTY of HUMBOLDT
EXISTING COURTHOUSE
825 5TH STREET
EUREKA CALIFORNIA

DRAWING TITLE
GROUND FLOOR
EXISTING LAYOUT

SCALE
SHOWN

DRAWING NUMBER

DATE
AUG. 2006

A 2.2

COURTHOUSE REMODELS / DRAWINGS / EXISTING - 8/08

AREA ANALYSIS - FIRST FLOOR




OVERALL FLOOR AREA SUMMARY

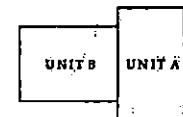
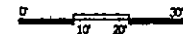
| | |
|---|-----------|
| GROSS INTERIOR | 30,200 SF |
| DEDUCTIONS (shafts, stairs, elev., etc.) | 1,485 SF |
| NET INTERIOR (RENTABLE) | 28,715 SF |
| NET USABLE INTERIOR | 22,980 SF |
| PRO RATA RATIO (RENTABLE/USABLE) | 1.25 |

SUMMARY BY DEPARTMENT

| DEPARTMENT | USABLE AREA | PRO RATA SHARE | % |
|--------------------|-------------|----------------|------|
| SUPS. / CAO / RISK | 7,945 SF | 9,920 SF | 0.35 |
| COUNTY COUNSEL | 4,530 SF | 5,686 SF | 0.20 |
| PURCHASE/RISK | 1,710 SF | 2,137 SF | 0.07 |
| PERSONNEL | 1,700 SF | 2,124 SF | 0.07 |
| AUDITOR | 3,435 SF | 4,292 SF | 0.15 |
| TREASURER | 2,740 SF | 3,424 SF | 0.12 |
| REVENUE REC. | 900 SF | 1,125 SF | 0.04 |
| TOTALS | 22,980 SF | 28,715 SF | 1.00 |

LEGEND

| | |
|---|--------------|
|  | COUNTY AREAS |
|  | COURTS AREAS |
|  | COMMON AREAS |



COUNTY of HUMBOLDT
EXISTING COURTHOUSE
825 5TH STREET
EUREKA, CALIFORNIA

DRAWING TITLE
**FIRST FLOOR
EXISTING LAYOUT**

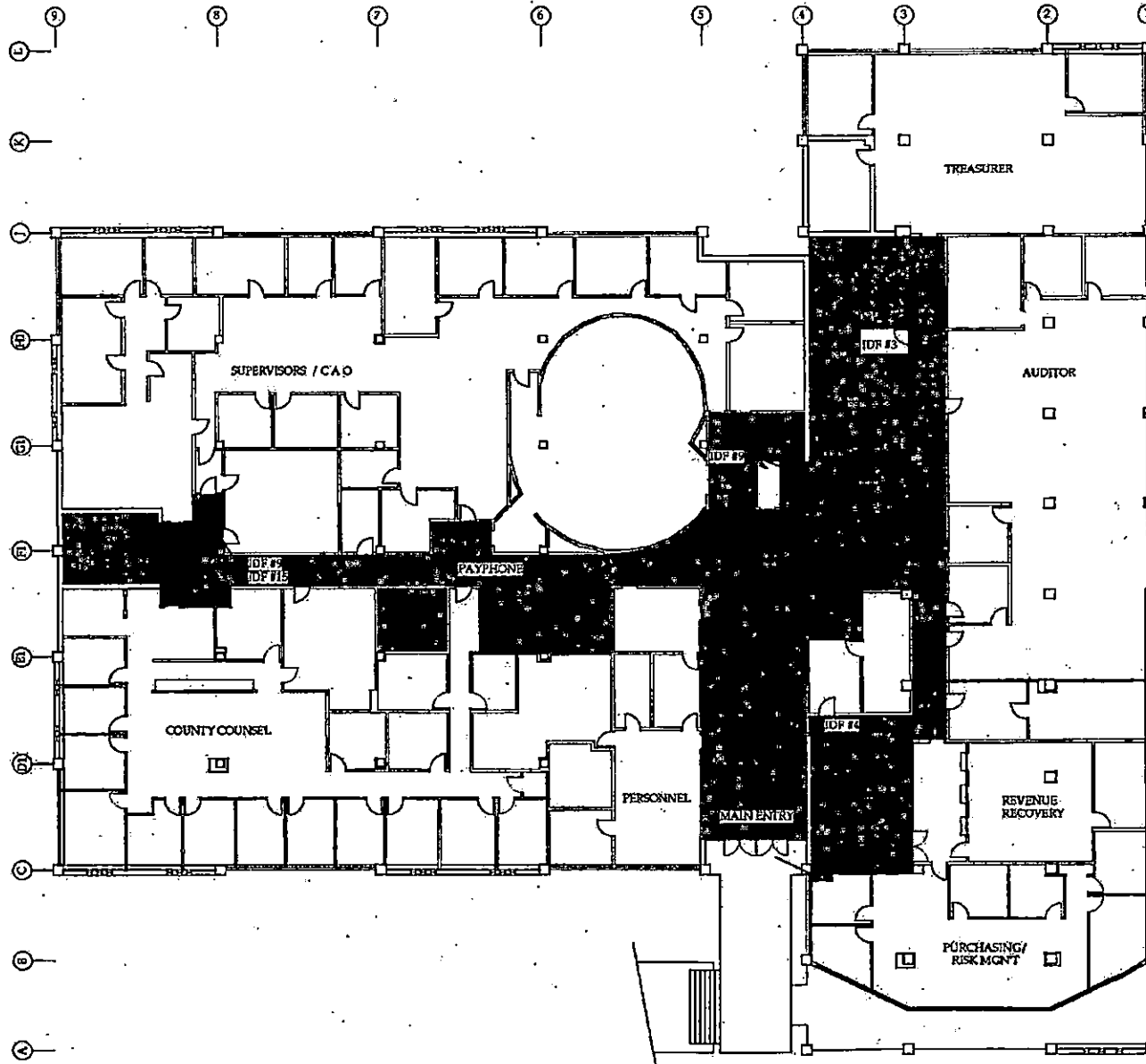
SCALE
SHOWN

DRAWING NUMBER

DATE
AUG. 2006

A 2.3

COURTHOUSE REMODELS / DRAWINGS / EXISTING - 8/06





COURTHOUSE RENOVELS / DRAWINGS / EXISTING - 8/06

COURTHOUSE RENOVELS / DRAWINGS / EXISTING - 8/06

AREA ANALYSIS - THIRD FLOOR

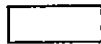


OVERALL FLOOR AREA SUMMARY

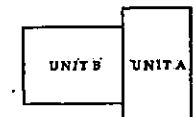
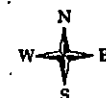
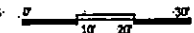
| | |
|---|-----------|
| GROSS INTERIOR | 31,700 SF |
| ① DEDUCTIONS (shafts, stairs, elev., etc.) | 9,400 SF |
| NET INTERIOR (RENTABLE) | 22,300 SF |
| NET USABLE INTERIOR | 18,835 SF |
| PRO RATA RATIO (RENTABLE/USABLE) | 1.18 |

SUMMARY BY DEPARTMENT

| DEPARTMENT | USABLE AREA | PRO RATA SHARE | % |
|-----------------|-------------|----------------|------|
| COURT FUNCTIONS | 4,661 SF | 5,518 SF | 0.25 |
| PROBATION | 829 SF | 982 SF | 0.04 |
| CAFETERIA | 1,450 SF | 1,717 SF | 0.08 |
| ASSESSOR | 4,900 SF | 5,801 SF | 0.26 |
| VETERANS | 570 SF | 679 SF | 0.03 |
| SHERIFFS DEPT. | 6,075 SF | 7,183 SF | 0.32 |
| GRAND JURY | 250 SF | 414 SF | 0.02 |
| TOTALS | 18,835 SF | 22,300 SF | 1.00 |

LEGEND

| | |
|---|--------------|
|  | COUNTY AREAS |
|  | COURTS AREAS |
|  | COMMON AREAS |



COUNTY of HUMBOLDT
EXISTING COURTHOUSE
825 5TH STREET
EUREKA, CALIFORNIA

DRAWING TITLE
**THIRD FLOOR
EXISTING LAYOUT**

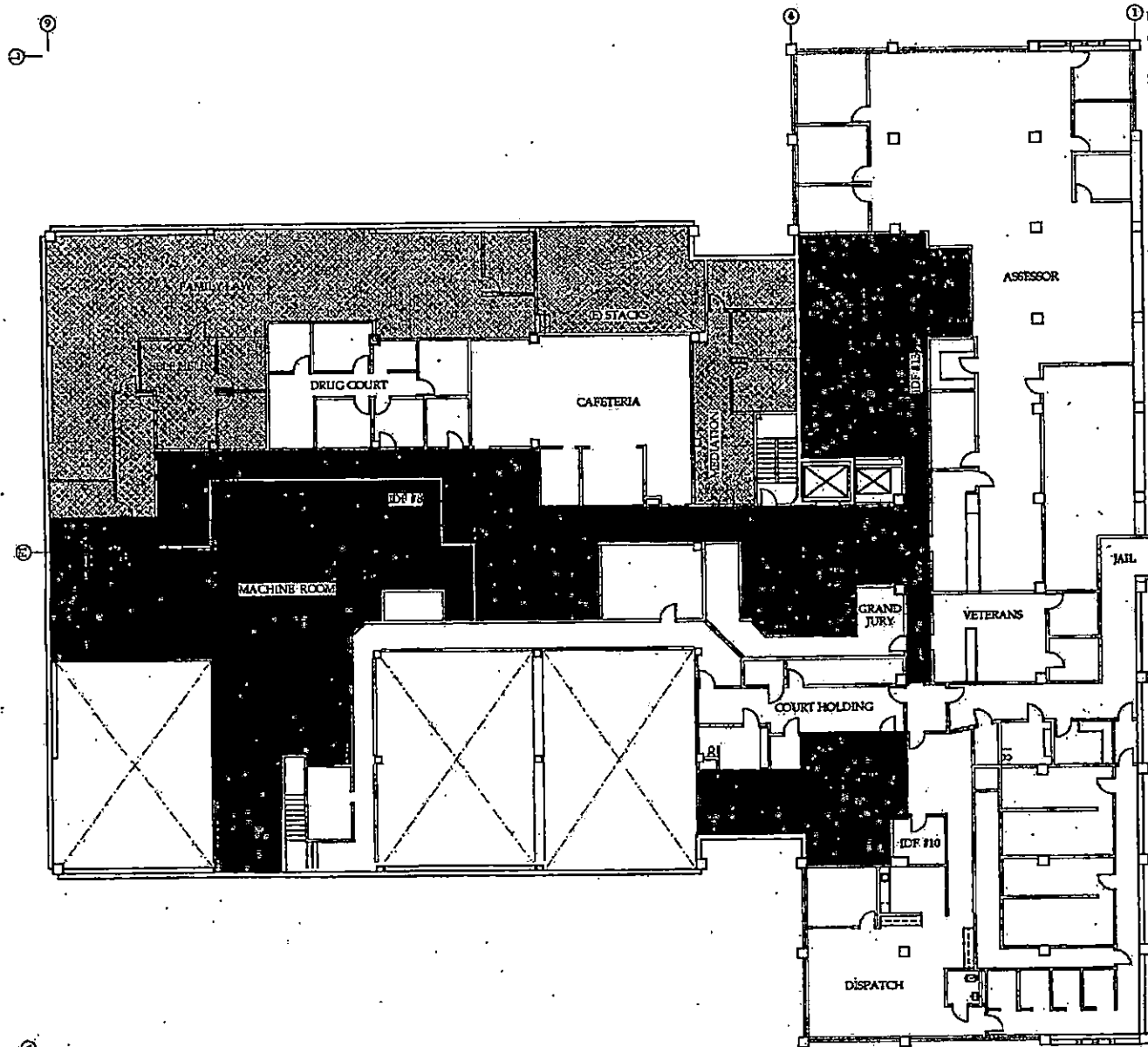
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SHOWN

DRAWING NUMBER

DATE
AUG. 2005

A2.5

COURTHOUSE REMODELS / DRAWINGS / EXISTING - 8/06



②-③

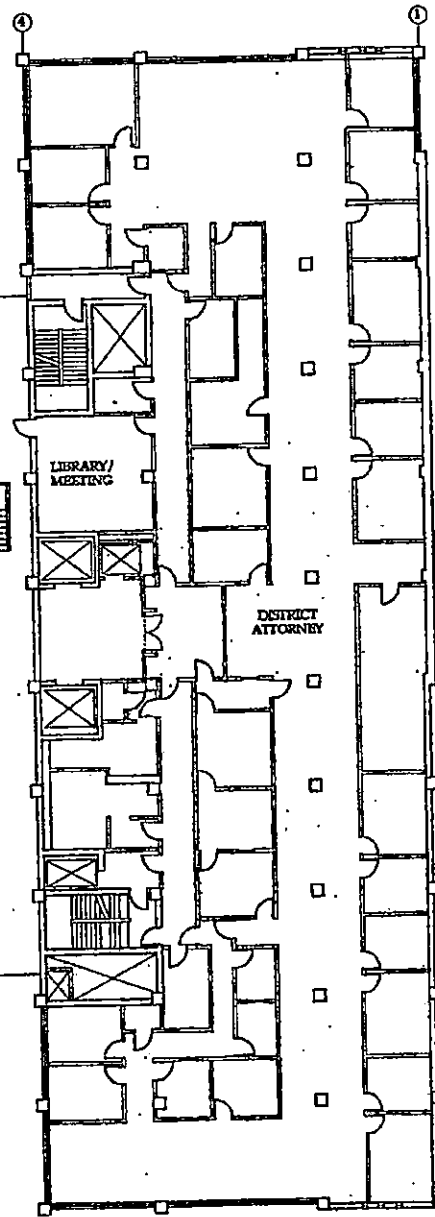
①

②

③

④

UNIT 'F' ROOF



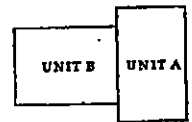
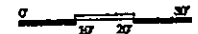
AREA ANALYSIS - FOURTH FLOOR

OVERALL FLOOR AREA SUMMARY

| | |
|---|-----------|
| GROSS INTERIOR | 12,940 SF |
| DEDUCTIONS (shafts, stairs, elev., etc.) | 960 SF |
| NET INTERIOR (RENTABLE) | 11,980 SF |
| NET USABLE INTERIOR | 9,700 SF |
| PRO RATA RATIO (RENTABLE/USABLE) | 124 |

SUMMARY BY DEPARTMENT

| DEPARTMENT | USABLE AREA | PRO RATA SHARE | % |
|-------------------|-------------|----------------|------|
| DISTRICT ATTORNEY | 9,700 SF | 11,980 SF | 1.00 |
| TOTALS | 9,700 SF | 11,980 SF | 1.00 |



COUNTY of HUMBOLDT
EXISTING COURTHOUSE
525 5TH STREET
EUREKA, CALIFORNIA

DRAWING TITLE
**FOURTH FLOOR
EXISTING LAYOUT**

SCALE
SHOWN

DATE
AUG. 2006

DRAWING NUMBER
A 2.6

COURTHOUSE REMODEL / DRAWINGS / EXISTING - 0/06

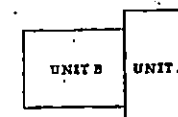
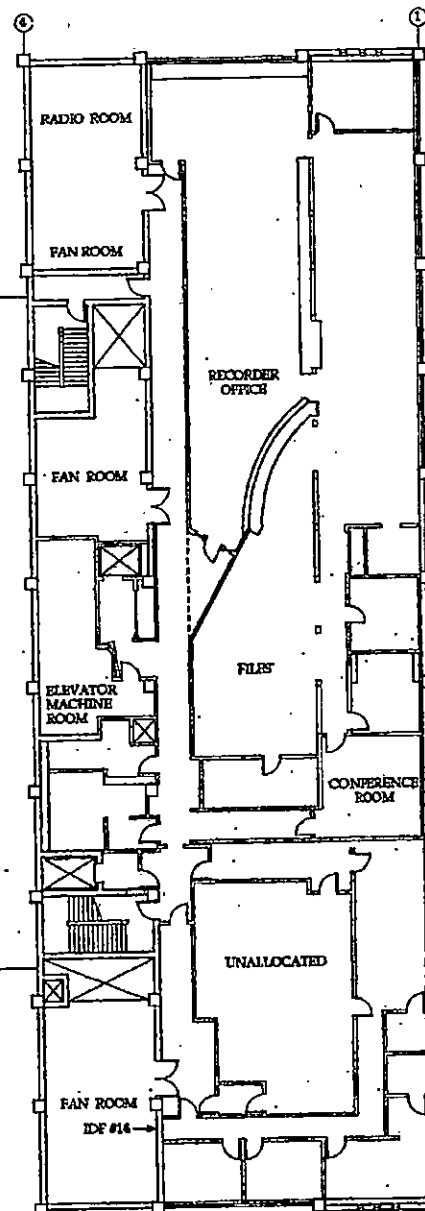
AREA ANALYSIS - FIFTH FLOOR

OVERALL FLOOR AREA SUMMARY

| | |
|---|-----------|
| GROSS INTERIOR | 12,940 SF |
| DEDUCTIONS (shafts, stairs, elev., etc.) | 3,050 SF |
| NET INTERIOR (RENTABLE) | 9,890 SF |
| NET USABLE INTERIOR | 8,125 SF |
| PRO RATA RATIO (RENTABLE/USABLE) | 1.22 |

SUMMARY BY DEPARTMENT

| DEPARTMENT | USABLE AREA | PRO RATA SHARE | % |
|-------------|-------------|----------------|------|
| RECORDER | 5,360 SF | 6,524 SF | 0.66 |
| UNALLOCATED | 2,765 SF | 3,366 SF | 0.34 |
| TOTALS | 8,125 SF | 9,890 SF | 1.00 |



COUNTY of HUMBOLDT
EXISTING COURTHOUSE
825 5TH STREET
EUREKA CALIFORNIA

DRAWING TITLE
**FIFTH FLOOR
EXISTING LAYOUT**

SCALE
SHOWN

DATE
AUG. 2006

DRAWING NUMBER

A 2.7

COURTHOUSE REMODELS / DRAWINGS / EXISTING - 8/06

ATTACHMENT "3" TO JOA
FORM OF EQUITY RIGHTS PURCHASE AGREEMENT

1. PURPOSE

The Judicial Council of California ("**Council**"), Administrative Office of the Courts (together, the "**AOC**"), and the County of Humboldt ("**County**") enter into this Agreement under section 70344(b) of the Trial Court Facilities Act of 2002, Government Code sections 70301, *et seq.*, as it exists as of the Effective Date (the "**Act**"), to set forth the terms and conditions for the purchase of Equity Rights in the Real Property.

2. DEFINITIONS

"**Agreement**" means this Equity Rights Purchase Agreement.

"**Building**" means the "Building" as defined in the Transfer Agreement.

"**Common Area**" means the "Common Area" as defined in the Transfer Agreement.

"**Compensation**" means the amount paid by the Majority Occupant to the Minority Occupant in exchange for the Minority Occupant's Equity Rights.

"**Court Facility**" means the trial court facility commonly known as Humboldt County Courthouse with a street address of 825 Fifth Street, Eureka, CA, as further defined in the Transfer Agreement.

"**Effective Date**" means the date this Agreement is signed by the last Party to sign.

"**Equity**" means "equity" as used in section 70344(b) of the Act.

"**Equity Purchase**" means the Majority Occupant's purchase of the Minority Occupant's Equity Rights in the Real Property under section 70344(b) of the Act and this Agreement.

"**Equity Rights**" means (1) all rights, interests, and entitlement of the Minority Occupant in and to the _____ square feet of space in the Building that is occupied exclusively by the Minority Occupant on the Effective Date, and which space comprises approximately ____% of the total Building square footage, as depicted on **Exhibit "A"** attached to this Agreement, and (2) all non-exclusive rights, interests, and entitlement of the Minority Occupant in and to the Common Area.

"Grant Deed" means the "Grant Deed" as defined in the Transfer Agreement.

"Majority Occupant" means the Party that occupies 80% or more of the total Building square footage on the Effective Date of this Agreement. For purposes of this Agreement, the [AOC/County] is the Majority Occupant.

"Minority Occupant" means the Party that occupies 20% or less of the total Building square footage on the Effective Date of this Agreement. For purposes of this Agreement, the [AOC/County] is the Minority Occupant.

"Party" means the AOC or the County, and **"Parties"** means the AOC and the County.

"Real Property" means the "Real Property" as defined in the Transfer Agreement.

"Transfer Agreement" means the Transfer Agreement For the Transfer of Responsibility For Court Facility, and all attached Exhibits and Schedules, dated as of _____, 20__, which sets forth the terms for the transfer of responsibility for and the transfer of title to the Court Facility under the Act.

3. PURCHASE OF EQUITY RIGHTS

3.1 Exercise of Vacate Right. The Majority Occupant has elected to exercise its right to require the Minority Occupant to vacate the Building under section 70344(b) of the Act and has given the Minority Occupant reasonable notice of its election to so exercise.

3.2 Compensation. The Compensation for the Equity Purchase is \$_____, which amount will be paid by the Majority Occupant to the Minority Occupant [in a lump sum on the earlier of (1) the date that the 20% Party actually vacates the Building, or (2) the date on which the Grant Deed is recorded in connection with the transfer of title under the Transfer Agreement.] OR [describe].

3.3 Relocation Costs. The Majority Occupant will be responsible for the moving expenses of the Minority Occupant at the fair market rate. The Majority Occupant will, at its sole expense, make arrangements for the furniture, equipment, supplies, and other personal property of the Minority Occupant that are located in the Building to be packed and moved, by a professional business relocation service, from the Real Property to the alternate location specified by the Minority Occupant or, at the sole option of the Minority Occupant, the Minority Occupant may engage its own moving and relocation company to perform its move and the Majority Occupant shall reimburse the Minority Occupant's actual relocation costs in an amount not to exceed the amount that would have been charged by the Majority Occupant's professional relocation company for the same relocation services. In no event will the Majority Occupant be responsible

for any costs incurred by the Minority Occupant in searching for, identifying, leasing, purchasing, improving, furnishing, or otherwise preparing for occupancy the Minority Occupant's alternate premises, including without limitation, any brokerage commissions, finders' fees, closing costs, tenant improvement costs, or consultant's fees. The terms of this section 3.3 will survive the consummation of the Equity Purchase until _____, 200__ [Note: This should be the same date as the deadline for vacation of the Real Property by the Minority Occupant set forth in section 4.3 below].

3.4 Rights and Responsibilities. Upon completion of the Equity Purchase, the rights and responsibilities of the Parties in respect of the Equity Rights purchased by the Majority Occupant shall be as set forth in the Transfer Agreement.

3.5 Representations and Warranties. Each Party makes the following representations and warranties to the other to the best of its knowledge after reasonable investigation and inquiry:

3.5.1 The Compensation is equal to the fair market value of the Minority Occupant's Equity Rights in the Real Property;

3.5.2 The person who has signed this Agreement on behalf of the Party has been duly authorized and empowered, by a resolution or other formal action of the Party, to sign this Agreement on its behalf, and no other or further approval or consent is required to authorize or empower the Party to enter into and perform this Agreement; and

3.5.3 This Agreement and the Equity Purchase contemplated in this Agreement do not and will not violate any agreement, obligation, or court order by which the Party is bound or to which it or its assets is subject.

4. CLOSING THE EQUITY PURCHASE TRANSACTION

4.1 Delivery of Signed Agreement. The last Party to sign this Agreement must deliver to the AOC, within 3 business days after signing, one fully-signed original of this Agreement.

4.2 When the Equity Purchase Takes Effect. The Equity Purchase will be effective and deemed consummated immediately and automatically upon the Majority Occupant's payment of the Compensation to the Minority Occupant, whether or not the Minority Occupant has then vacated the Real Property.

4.3 When Minority Occupant Must Vacate the Real Property. The Minority Occupant agrees that it will entirely vacate its occupancy of the Real Property by no later than _____, 200__. If the Minority Occupant fails to complete its vacation the Real Property by _____, 200__ through no fault of the Majority Occupant, the Minority Occupant will be deemed to have fully and forever waived and relinquished its

rights, under sections 70344(b) of the Act and section 3.3 of this Agreement, to require the Majority Occupant to pay the Minority Occupant's relocation costs.

4.4 Delivery of Possession. When the Equity Purchase has been completed and the Minority Occupant has vacated the Real Property, the Minority Occupant will deliver to the Majority Occupant possession and control of the Equity Rights, and the Minority Occupant will thereafter have no right, claim, or interest in the Equity Rights whatsoever.

5. MISCELLANEOUS

5.1 Dispute Resolution. Any dispute between the Parties concerning this Agreement must be resolved under the terms for "Dispute Resolution" in section 11 of the Transfer Agreement.

5.2 Amendments. This Agreement may be amended only by written agreement signed by both of the Parties.

5.3 Waivers. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by both Parties. Waiver by either Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

5.4 Binding Effect. This Agreement binds the Parties and their permitted successors and assigns. The State Parties are intended beneficiaries of all provisions of this Agreement for the benefit of the AOC. Otherwise, this Agreement is for the benefit only of the Parties, and no third parties are intended to be benefited by this Agreement.

5.5 Governing Law. This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State without regard to its conflict of law provisions.

5.6 Construction. The headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement. This Agreement will not be construed against any Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

5.7 Integration. This Agreement and the Transfer Agreement contain the entire agreement of the Parties with respect to the Equity Purchase, and supersede all previous and concurrent communications, understandings, and agreements, whether verbal, written, express, or implied, between the Parties concerning the subject matter of this Agreement.

5.8 Capitalized Terms. Any capitalized terms that are not otherwise defined in this Agreement will have the meanings given to them in the Transfer Agreement.

5.9 Severability. If any term of this Agreement is inconsistent with applicable law, then upon the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.

5.10 Further Assurances. The County and the AOC agree to cooperate reasonably and in good faith with one another to (1) implement the terms of this Agreement, and (2) consummate the Equity Purchase, and shall execute any further agreements and perform any additional acts that are reasonably necessary to carry out the terms of this Agreement.

5.11 Notices. Any notices or other communications to be sent by one Party to the other under this Agreement shall be sent and deemed received in accordance with the "Notices" provision of section 12 of the Transfer Agreement.

I agree to the terms of this Agreement.

APPROVED AS TO FORM:

Administrative Office of the Courts,
Office Of The General Counsel

By: _____

Name: _____

Date: _____

ATTEST:

_____, Clerk of the Board

By: _____

Deputy

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

By: _____

Name: _____

Title: Business Services Manager

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

By: _____

Name: _____

Title: Chairperson, Board of Supervisors

ATTACHMENT "4" TO JOA

FORM OF TERMINATION OF JOINT OCCUPANCY AGREEMENT

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

STATE OF CALIFORNIA
c/o Judicial Council of California
Administrative Office of the Courts
Office of the Court Construction and Management
455 Golden Gate Avenue
San Francisco, CA 94102
Attn: Managing Attorney, Office of General
Counsel – Real Estate Unit

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOVT. CODE SECTION 27383 AND DOCUMENTARY
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11822.

TERMINATION OF JOINT OCCUPANCY AGREEMENT

This Termination of Joint Occupancy Agreement ("**Termination**") is made and entered into this _____ day of _____, 20____, by and between the Judicial Council of California, Administrative Office of the Courts ("**AOC**"), and the County of Humboldt ("**County**"). The AOC and the County each constitute a "**Party**" and collectively constitute the "**Parties**" to this Termination.

RECITALS

A. On _____, 200____, the County and the AOC entered into a Transfer Agreement For The Transfer of Responsibility For Court Facility (the "**Transfer Agreement**"). Under the Transfer Agreement, the County transferred to the AOC responsibility for funding and operation of the Humboldt County Courthouse, which is located in a building on certain real property in the City of Eureka, County of Humboldt, State of California and having a street address of 825 Fifth Street (as more completely described in the Transfer Agreement, the "**Real Property**"). The legal description of the Real Property is attached to this Termination as **Attachment 1**

B. Under the Transfer Agreement, the AOC and the County also entered into a Joint Occupancy Agreement dated _____, 20____ ("**JOA**"), setting forth the parties' respective rights and obligations with respect to the shared occupancy and use of the Real Property.

C. To memorialize the parties' respective rights and duties under the JOA, the parties signed a Memorandum of Joint Occupancy Agreement ("**Memorandum**"), which was recorded in the Official Records of the County as Instrument No. _____.

D. The JOA has now been terminated by the County and the AOC, and is no longer of any force or effect, except for the terms of the JOA that expressly survive the termination of the JOA.

E. The County and the AOC now wish to record this Termination to memorialize the termination of the JOA and the Memorandum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and AOC do hereby agree as follows:

1. The JOA and the Memorandum are terminated, and are no longer of any force or effect, except for those terms of the JOA that the parties have expressly agreed in writing will survive the termination of the JOA.

2. This Termination is to be recorded in the Official Records of the County with respect to the Real Property, whereupon the Memorandum will automatically be removed as an encumbrance on the title to the Real Property.

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

APPROVED AS TO FORM:

Administrative Office of the Courts,
Office Of The General Counsel

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

By: _____
Name: _____

By: _____
Name: _____
Title: Business Services Manager

Date: _____

Date: _____

ATTEST:
_____, Clerk of the Board

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

By: _____
Deputy

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

STATE OF CALIFORNIA

COUNTY OF

SS.

On this _____ day of _____ in the year 20____, before me, a notary public in and for the State of California, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity on behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC
State of California

STATE OF CALIFORNIA

COUNTY OF

SS.

On this _____ day of _____ in the year 20____, before me, a notary public in and for the State of California, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity on behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC
State of California

EXHIBIT "1"
LEGAL DESCRIPTION OF THE REAL PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CITY OF EUREKA, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That certain block of land situate in the City of Eureka, County of Humboldt, State of California, known as the "Plaza" and bounded as follows:

On the North by 4th Street; on the East by "J" Street; on the South by 5th Street and on the West by "I" Street in the said City of Eureka.

Said land being shown as Parcel A on Book 55 of Surveys, page 145, Humboldt County Records.

APN: 001-191-002

ATTACHMENT "5" TO JOA

CRITERIA FOR APPROVING COUNTY EMPLOYEES AND CONTRACTORS WITH RESPECT TO BACKGROUND CHECKS

No County employee or Contractor may access or work unescorted in any Restricted Area of the Real Property if any of the following applies to that employee or Contractor:

1. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity (for a list of crimes constituting moral turpitude, please see Appendix 1 to this Attachment "5").
2. Any conviction or charge pending court disposition involving a serious felony which is listed in Penal Code section 1192.7© or any violent felony which is listed in Penal Code section 667.5©.
3. Any conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor.
4. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity).
5. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving any crime (other than a minor traffic violation) not included in paragraphs 1 through 4, above, for which the AOC's Emergency & Response Unit ("ERS") has not provided a written exemption for that conviction or pending charge.
6. Outstanding bench warrant.
7. Failure to appear in court within six (6) months.

In order to obtain a written exemption with respect to paragraph 5, above, the County must submit all relevant information relating to the conviction or pending charge (e.g. type of offense, date of conviction, and sentence) to the Senior Manager of ERS. The County shall not include the name of the employee with this information. After review of the submitted information, the Senior Manager of ERS will notify the County in writing if an exemption for that conviction or pending charge will be provided by the AOC.

For purposes of these criteria, "conviction" includes a verdict of guilty, a plea of guilty, a plea of *nolo contendere*, or a forfeiture of bail in municipal, superior or federal court regardless of whether sentence is imposed by the court.

APPENDIX 1 TO ATTACHMENT "5"

The appellate courts have determined that the following crimes are crimes of moral turpitude:

1. Property Crimes. Arson; auto theft; attempted auto theft; burglary (any degree); attempted burglary; embezzlement; forgery; grand theft; receiving stolen property; theft; and vandalism (felony).
2. Assaultive Crimes. Assault by force likely to produce grievous bodily injury; assault with deadly weapon; assault with intent to murder; assault with intent to rape; battery of non-inmate by inmate; battery on peace officer; corporal injury to child; discharge a firearm; false imprisonment; robbery; shooting at inhabited dwelling; and spousal battery.
3. Homicide. Murder; second degree murder; and voluntary manslaughter.
4. Sex Crimes. Assault with intent to rape; indecent exposure; lewd act on child; pimping and pandering; rape; statutory rape; and sexual battery.
5. Escape. Escape with or without violence; and evading a peace officer.
6. Drug Crimes. Maintaining a drug house; possession of heroin for sale; possession of marijuana for sale; sale of drugs; and transportation of controlled substance.
7. Weapons. Felon in possession of firearm; possession or conspiracy to possess illegal firearm; and possession of deadly weapon with intent to assault.
8. Other. Felony drunk driving; felony false imprisonment; felony hit and run; kidnapping; terrorist threat; bribery; extortion; and perjury.

ATTACHMENT "6" TO JOA
TELECOMMUNICATIONS DIAGRAM
(See Attached)

COUNTY BACKBONE CABLING

Elevator Room

IDF 14

— Voice Feeder Cable
— 6-Fiber Cable

5th Floor

4th Floor

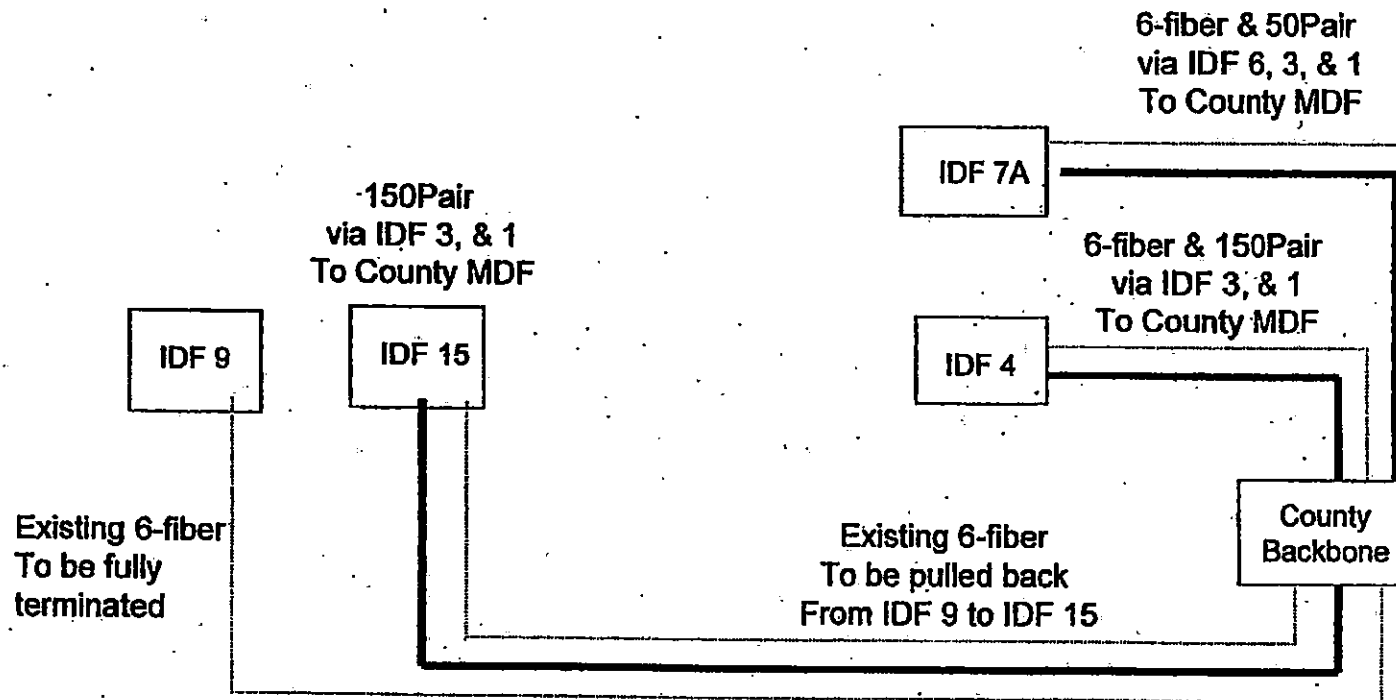
3rd Floor

2nd Floor

1st Floor

Ground

Basement



TELECOMMUNICATIONS SINGLE LINE DIAGRAMS
Please refer to the floor diagrams provided for the location of each closet identified.

COURTS BACKBONE CABLING

Please Note:

Basement Floor

MPOE - Court data and telephone wiring, Court owned, County has wiring also.

Ground Floor

Court PBX Room - Court telephone wiring, Court owned.

County Backbone Room - Court data line, Court owned; County has wiring also.

IDF 2A Room - Court data and telephone lines, Court owned.

First Floor

IDF 5 Room - Court data, telephone, and video lines pass through, County has wiring here.

Second Floor

IDF 6 - Court data and telephone line pass through, owned by the Court; County has some wiring passing through.

Court Server Room - Court data, telephone, and video lines, owned by the Court.

IDF 7B Room - Court data, telephone, and video lines, owned by the Court.

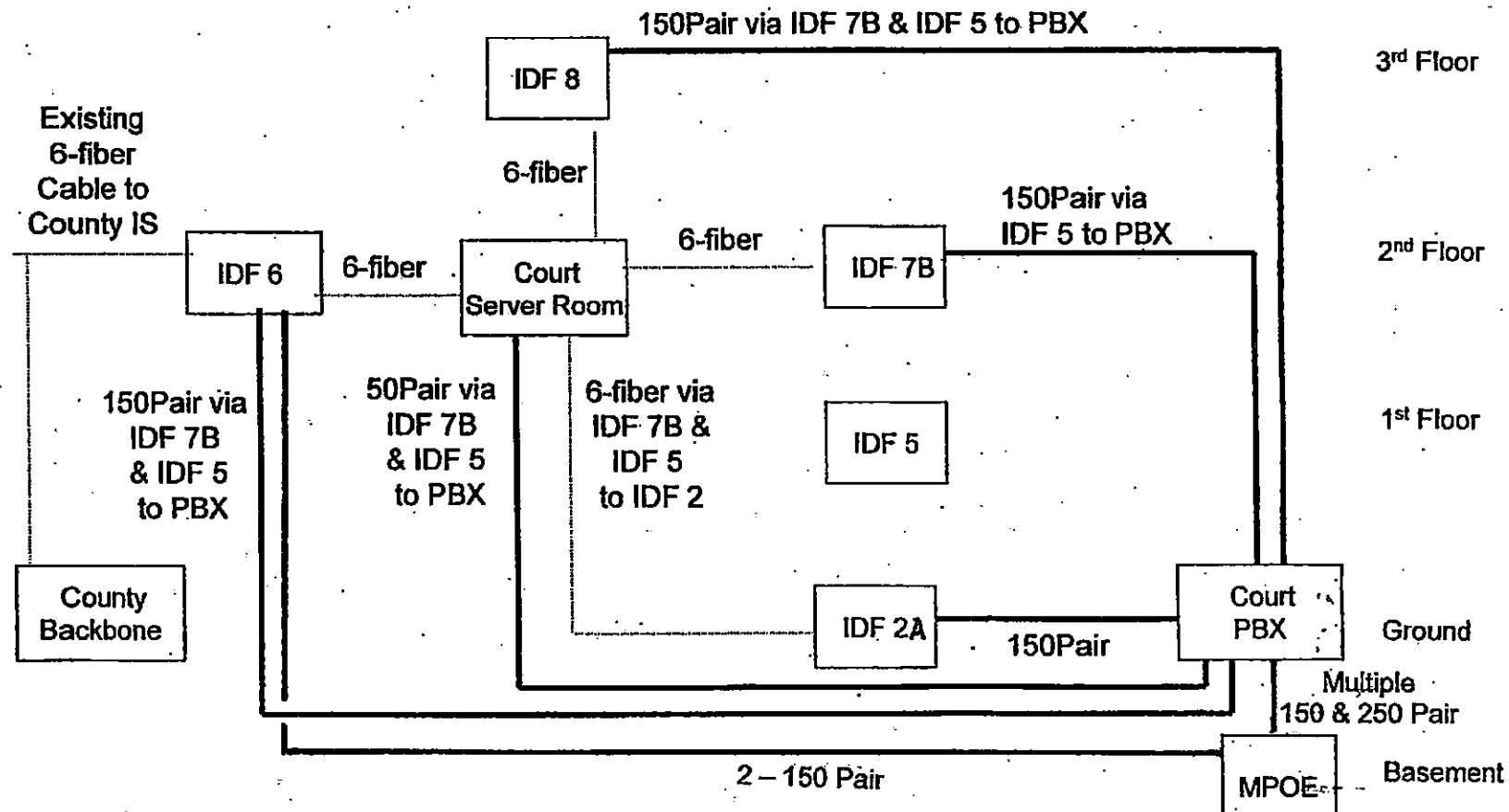
Third Floor

IDF 8 Room - Court data, and telephone lines, owned by the Court; County has some wiring pass through.

— Voice Feeder cable

— 6 Fiber Cable

TELECOMMUNICATIONS SINGLE LINE DIAGRAMS
Please refer to the floor diagrams provided for the location of each closet identified.



**FIRST AMENDMENT TO JOINT OCCUPANCY AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF HUMBOLDT**

THIS FIRST AMENDMENT TO JOINT OCCUPANCY AGREEMENT (“**Amendment**”) is made and entered into on this 4th day of April, 2017, by and between the JUDICIAL COUNCIL OF CALIFORNIA (“**Judicial Council**”) and the COUNTY OF HUMBOLDT (“**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. Judicial Council and County have entered into that certain Joint Occupancy Agreement for the trial court facility located at 825 Fifth Street, in the City of Eureka, California, dated as of June 5, 2007 (“**JOA**”).

B. Pursuant to the JOA, the Parties each have the right to occupy and use the Real Property as described and depicted in Attachment “2” to the JOA. Pursuant to the JOA, the: (1) “Court Exclusive Use Area” means the 46,400 useable square feet of the floor space of the Building, which is exclusively occupied and used by the Court, representing 33.36% of the Total Exclusive Use Area; and (2) “County Exclusive Area” means the 92,675 usable square feet of the floor space of the Building, which is exclusively occupied and used by the County, representing 66.64% of the Total Exclusive Use Area. The Parties now intend to amend the JOA to reflect a mutually agreed upon modification to the Parties’ Exclusive Use Areas as set forth herein.

C. 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.

NOW, THEREFORE, the Judicial Council and the 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. Definitions. The definition of the terms "AOC Share," "County Exclusive-Use Area," "County Share," and "Court Exclusive-Use Area," as set forth in Section 2 (Definitions) of the JOA, are hereby deleted in their entirety and replaced with the following:

"County Exclusive-Use Area" means the 92,105 usable square feet of the floor space of the Building, which are exclusively occupied and used by the County as depicted on **Attachment "2"** to this JOA, along with the Land.

"County Share" means 66.23% which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

"Court Exclusive-Use Area" means the 46,970 usable square feet of the floor space of the Building, which is exclusively occupied and used by the Court and depicted on **Attachment "2"** to this JOA.

"Judicial Council Share" means 33.77%, which is the percentage of the Total Exclusive-Use Area occupied by the Court.

3. Notices. Section 12 is hereby deleted in its entirety and replaced with the following:

Any notice or communication required to be sent to a Party pursuant to this Agreement must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage pre-paid and with return receipt requested, or facsimile transmission, sent during regular business hours of the recipient to the Parties at their addresses or fax numbers 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
Real Estate and Facilities Management
Attention: Portfolio Administration Analyst
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: 415-865-5334
Fax: 415-865-4694

With a copy to:

Judicial Council of California
Real Estate and Facilities Management
Attention: Manager, Real Estate
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102-3688
Voice: 415-865-4048
Fax: 415-865-4694

In addition, all audit requests and notices by the County relating to termination of this Agreement or alleged breach or default by the Judicial Council of this Agreement or any other Closing Document 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 94102-3688
Voice: 415-865-7989
Fax: 415-865-4326
Email: stephen.saddler@jud.ca.gov

If to the County:

County of Humboldt
County Administrative Officer
825 Fifth Street, Room 111
Eureka, CA 95501-1153
Voice: 707-445-7266
Fax: 707-445-7299

With a copy to:

County of Humboldt
Chair of Board of Supervisors
825 Fifth Street, Room 111
Eureka, CA 95501-1153
Voice: 707-476-2390
Fax: 707-445-7299

With a copy to:

County of Humboldt
County Counsel
825 Fifth Street, Room 110
Eureka, CA 95501-1153
Voice: 707-445-7236
Fax: 707-445-6297

A Party may change its address for notice under this Agreement 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: (1) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above, or (2) 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, or (3) if sent by facsimile transmission, upon electronic confirmation of good receipt by the receiving facsimile machine, except that facsimile notice received after normal business hours of the recipient will be deemed received at 9:00 a.m. on the first business day after the date on which the facsimile notice was confirmed electronically.

4. Drawing A 2.5, Third Floor Site Plan, Attachment "2". Drawing A 2.5 – Third Floor Site Plan, included in Attachment "2" to the JOA is hereby deleted in its entirety and replaced with the Drawing A 2.5, Third Floor Site Plan attached hereto as **Exhibit "A."**

5. Substitution of "Judicial Council" for "Administrative Office of the Courts" Name. 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.

6. 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 the County. In the event of any conflict between the JOA and this First Amendment, the terms of this First Amendment shall prevail.

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

8. Binding Effect. 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.

9. Effective Date. The Parties agree that this Amendment shall become effective on the date it is fully executed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment 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: CR Martel
Name: Charles R. Martel
Title: Supervising Attorney
Date: Feb 28, 2017

By: Stephen Saddler
Name: Stephen Saddler
Title: Manager, Contracts
Date: 2/28/17

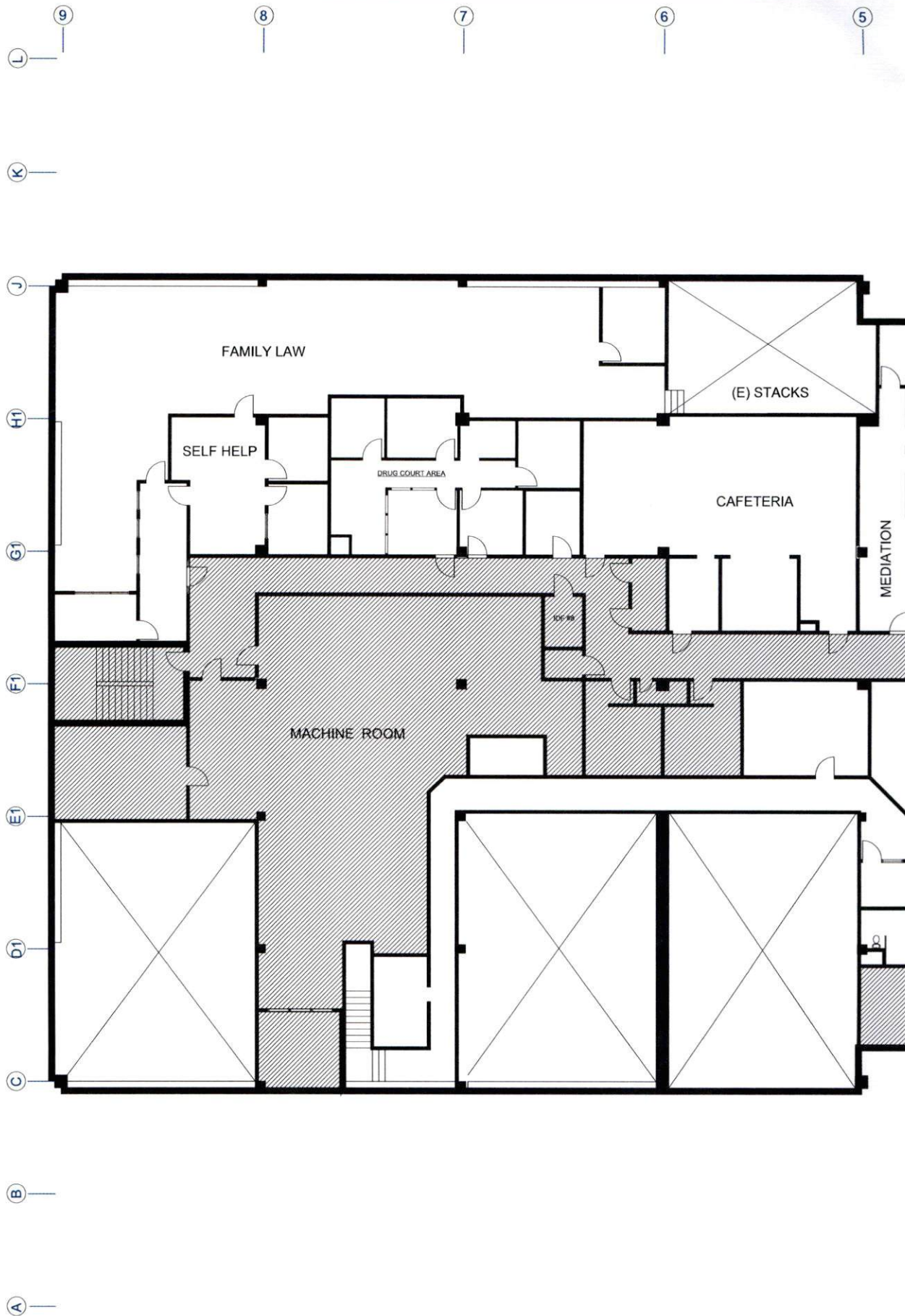
ATTEST:
_____, Clerk of the Board

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

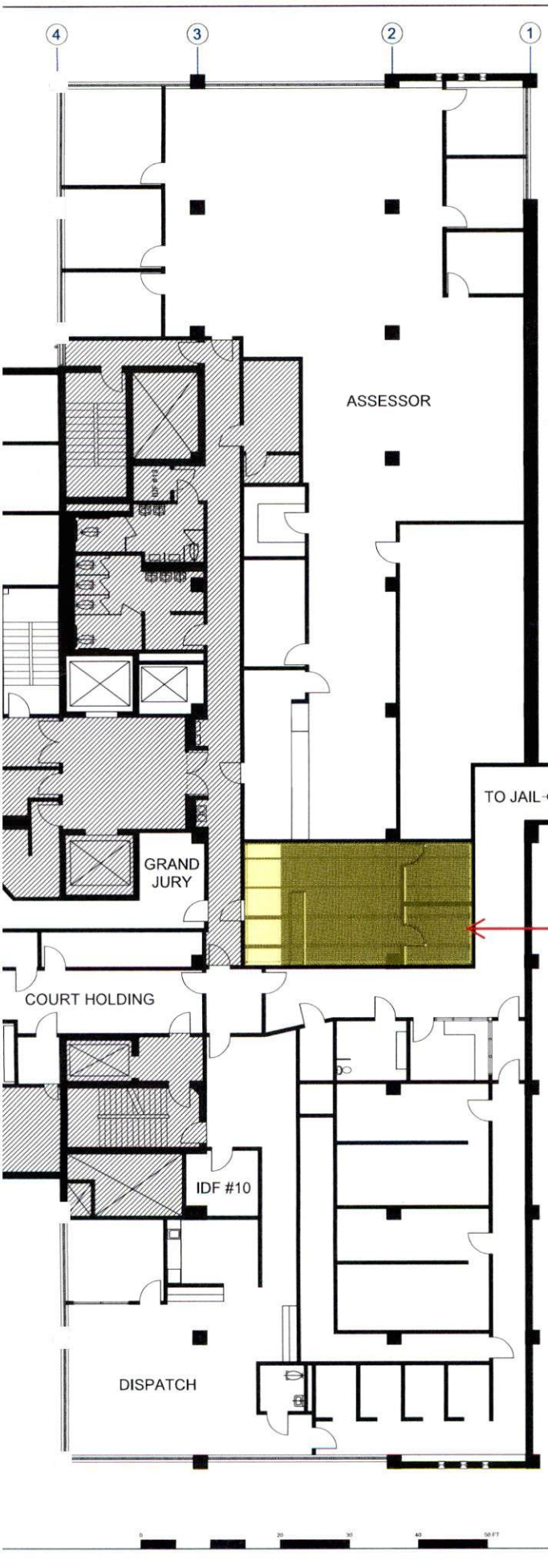
By: N/A
Name: _____
Title: Deputy
Date: _____

By: Virginia Bass
Name: Virginia Bass
Title: Chairperson, Board of Supervisors
Date: 4-4-2017

**EXHIBIT "A" TO FIRST AMENDMENT TO
JOINT OCCUPANCY AGREEMENT
(COUNTY OF HUMBOLDT)
Drawing A 2.5, Third Floor Site Plan
Attachment "2" to JOA
(See Attached)**



1 THIRD FLOOR PLAN



AREA ANALYSIS-THIRD FLOOR

OVERALL FLOOR AREA SUMMARY

| | |
|---|-----------|
| GROSS INTERIOR | 31,700 SF |
| DEDUCTIONS (shafts, stairs, elev., etc.) | 9,400 SF |
| NET INTERIOR (RENTABLE) | 22,300 SF |
| NET USABLE INTERIOR | 18,835 SF |
| PRO RATA RATIO (RENTABLE/USABLE) | 1.18 |

SUMMARY BY DEPARTMENT

| DEPARTMENT | USABLE AREA SF | PRO RATA SHARE | % |
|-----------------|----------------|----------------|------|
| COURT FUNCTIONS | 5,231 SF | 6,193 SF | 0.28 |
| PROBATION | 829 SF | 982 SF | 0.04 |
| CAFETERIA | 1,450 SF | 1,717 SF | 0.08 |
| ASSESSOR | 4,900 SF | 5,801 SF | 0.26 |
| - | 0 SF | 0 SF | 0.00 |
| SHERIFF'S DEPT. | 6,075 SF | 7,193 SF | 0.32 |
| GRAND JURY | 350 SF | 414 SF | 0.02 |
| TOTALS | 18,835 SF | 22,300 SF | 1.00 |

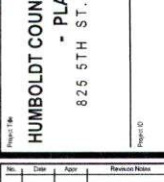
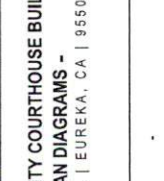
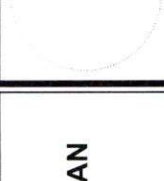
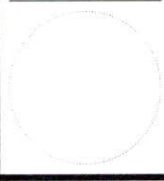
LEGEND

| | |
|--|--------------|
| | COUNTY AREAS |
| | COURTS AREAS |
| | COMMON AREAS |

Proposed Location = 570 SF



County of Humboldt
DEPT. OF PUBLIC WORKS
1106 2ND ST.
EUREKA, CA 95501



THIRD FLOOR PLAN

HUMBOLDT COUNTY COURTHOUSE BUILDING
- PLAN DIAGRAMS -
825 5TH ST. | EUREKA, CA | 95501

| No. | Date | Appr. | Revision Notes |
|-----|------|-------|----------------|
| | | | |
| | | | |
| | | | |

Drawn: ☐ Reviewed: ☐
Date:
Scale: AS SHOWN
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