

Facility: #07-F1

Building Name: George Carroll Courthouse

Building Address: 100 37th Street, Richmond CA

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

## FIRST AMENDMENT TO JOINT OCCUPANCY AGREEMENT

This First Amendment to Joint Occupancy Agreement ("**Amendment**") dated \_\_\_\_\_, is made by and between the Judicial Council of California (the "**Judicial Council**"), and the County of Contra Costa (the "**County**"). County and Judicial Council may hereinafter be collectively referred to as the "**Parties**" or individually as a "**Party**."

### RECITALS

A. Responsibility for the existing Court facility located in the Building transferred from County to Judicial Council pursuant to the "Transfer Agreement for the Between the Judicial Council of California, Administrative Office of the Courts and the County of Contra Costa for the Transfer of Responsibility for Court Facility" dated March 31, 2009 (the "**Transfer Agreement**"), and management of the Parties' joint use of the Building is controlled by that certain "Joint Occupancy Agreement between the Judicial Council of California, Administrative Office of the Courts and the County of Contra Costa" dated March 31, 2009 (the "**JOA**").

B. The County and Court desire to reconfigure the allocation of parking spaces in the parking lots adjacent to the Building.

C. On July 29, 2014, the Judicial Council of California adopted California Rules of Court, Rule 10.81 which retired the use of the name of the "Administrative Office of the Courts" as well as the use of "AOC", and pursuant to California Rules of Court, Rule 10.81 all references in the Transfer Agreement and JOA to the "Administrative Office of the Courts" or "AOC" may be replaced with "Judicial Council."

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Judicial Council and County agree as follows:

### AGREEMENT

1. **Incorporation of Recitals; Defined Terms.** The foregoing provisions of the Recitals are true and correct and are incorporated into this Amendment by this reference. Any defined terms not defined herein will have the definition meaning given those terms in the JOA.

2. **Replacement of Administrative Office of the Courts Name.** All references to "Administrative Office of the Courts" or "AOC" in the Transfer Agreement and JOA shall be deemed 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 Transfer Agreement and JOA.

**3. County Facilities Payment.** The Parties acknowledge and agree that this Amendment shall have no effect whatsoever on the County's obligations regarding the County Facilities Payment under the Act and Transfer Agreement.

**4. Re-Configuration of Parking.** Effective as of the Effective Date, use of the North Parking Lot and the South Parking Lot shall be re-configured as shown on the drawing attached hereto as Exhibit "A" and described as follows:

4.1. North Parking Lot: The North Parking Lot is the unsecured, above-ground parking lot located to the north of the Building containing a total of 44 parking spaces. The Court relinquishes its right to use the 9 parking spaces currently designated and reserved for its use in the North Parking Lot. All 44 parking spaces in the North Parking Lot are designated and reserved for County use.

4.2. South Parking Lot: The South Parking Lot is the unsecured, above-ground parking lot located to the south of the Building. The County relinquishes its right to use the 19 parking spaces currently designated and reserved for its use in the South Parking Lot. The first 55 parking spaces on the western side of the South Parking Lot are designated and reserved for Court use. The remaining parking spaces will be available to anyone on a first-come, first-serve basis.

**5. Notices.** The notice addresses for the Judicial Council are updated and modified as follows:

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: 415-865-8885

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  
Voice: 415-865-4048  
Fax: 415-865-8885

In addition, all notices relating to any alleged breach or default by the Judicial Council must also be sent to:

Judicial Council of California  
Attention: Manager, Business Services  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
Voice: 415-865-7989  
Fax: 415-865-4326

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


**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment on the dates specified below their respective signature.

COUNTY OF CONTRA COSTA, a  
political subdivision of the State of  
California

By: \_\_\_\_\_  
Julia R. Bueren  
Director of Public Works

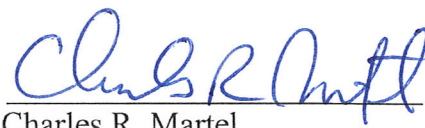
JUDICIAL COUNCIL OF CALIFORNIA

By:  4/17/10  
Stephen Saddler  
Manager, Business Services

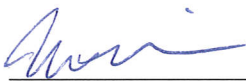
RECOMMENDED FOR APPROVAL:

By:   
Karen Laws  
Principal Real Property Agent

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

By:   
Charles R. Martel  
Attorney

APPROVED AS TO FORM:  
SHARON L. ANDERSON, COUNTY COUNSEL

By:   
Thomas L. Geiger  
Assistant County Counsel

**EXHIBIT "A"**

**SITE PLAN SHOWING RE-CONFIGURED PARKING**

See Attached Drawing

