

Facility: #07-F1

Building Name: George Carroll Courthouse

Building Address: 100 37th Street, Richmond CA

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

## SECOND AMENDMENT TO JOINT OCCUPANCY AGREEMENT

This Second Amendment to Joint Occupancy Agreement (the “**Second 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 as amended by the “First Amendment to Joint Occupancy Agreement” dated April 17, 2015 (together, the “**JOA**”).

B. Pursuant to section 5.1.2 of the JOA, the County has offered to the Judicial Council and Court, and the Judicial Council and Court have agreed to accept, the right to permanently occupy and use a total of approximately 1,171 square feet of space in the Building that is currently designated as County Exclusive-Use Area consisting of approximately 929 square feet of space on the 1st floor, and approximately 242 square feet in the rooftop penthouse as shown on the drawings attached hereto as **Exhibit “A”** (the “**Additional Areas**”) provided that the Judicial Council accept responsibility for all costs associated with the on-going Operation of the Additional Areas, and with an Equity interest in that space.

**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. **Additional Areas.** Commencing on the first day of the first month following full execution of this Second Amendment (the “**Effective Date**”), the County hereby grants to the Judicial Council on behalf of the Court, the exclusive

right to permanently occupy and use the Additional Areas subject to the terms and conditions of this Second Amendment and the JOA. The Parties acknowledge and agree that notwithstanding section 5.1.3 of the JOA this grant the right to occupy and use the Additional Areas shall be deemed to increase the Judicial Council's Equity in the Real Property, and the Additional Areas will be treated as Court Exclusive-Use Area for all purposes under the JOA.

**3. Shares.** Notwithstanding section 5.1.3 of the JOA, commencing as of the Effective Date, the Judicial Council Share will be increased from 74.99% to 77.20%, and the County Share will be decreased from 25.01% to 22.80%.

**4. 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**5. 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.

**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

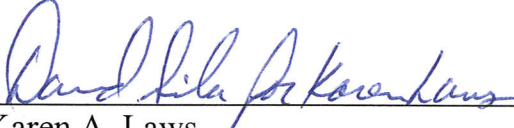
JUDICIAL COUNCIL OF CALIFORNIA

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

By: \_\_\_\_\_  
Stephen Saddler  
Manager, Business Services

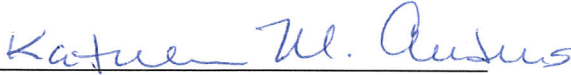
RECOMMENDED FOR APPROVAL:

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

By:   
Karen A. Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
Charles R. Martel  
Attorney

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

By:   
Kathleen M. Andrus,  
Deputy County Counsel

**EXHIBIT “A”**  
**COURTHOUSE FLOOR PLANS**

See Attached

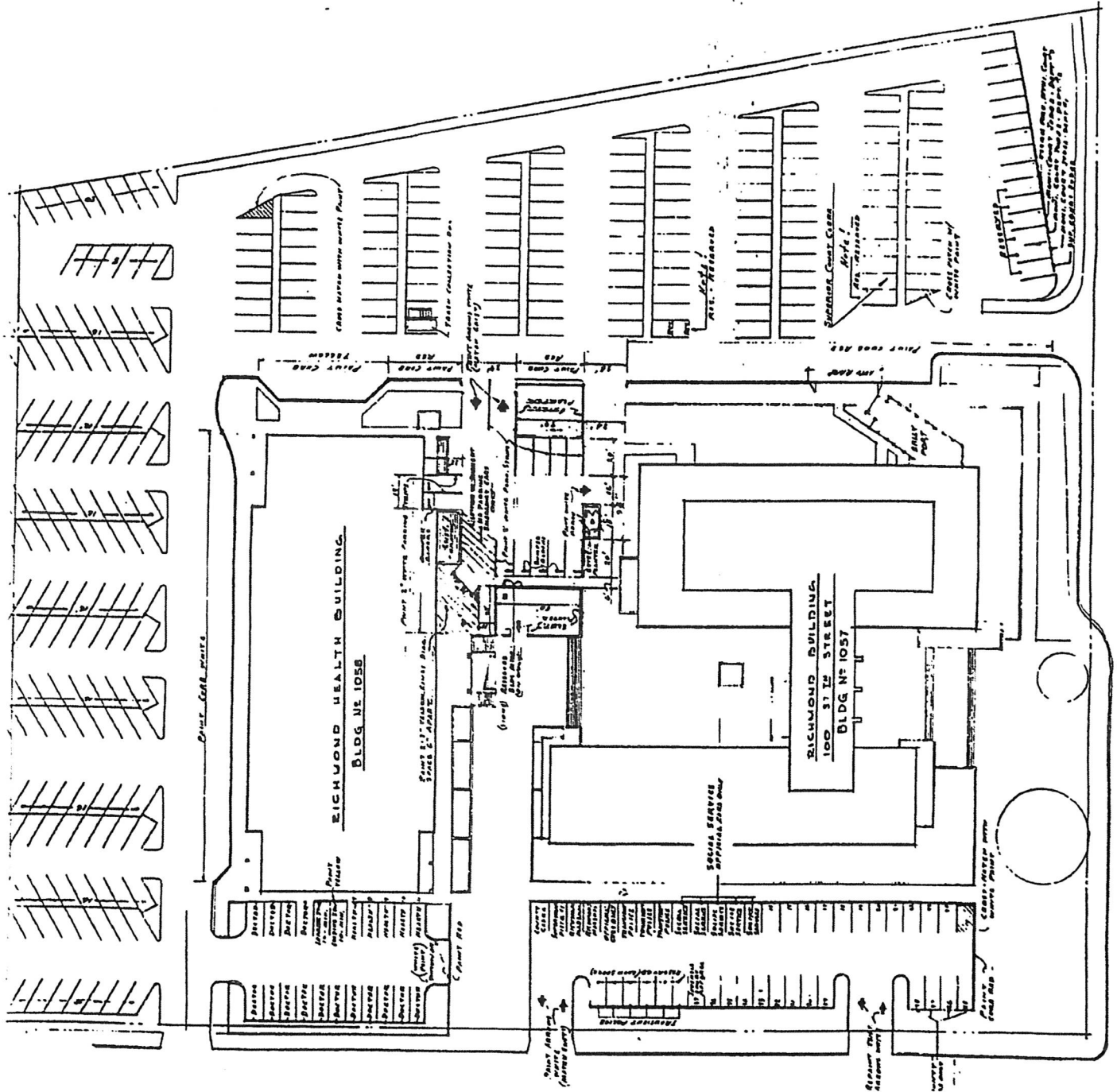
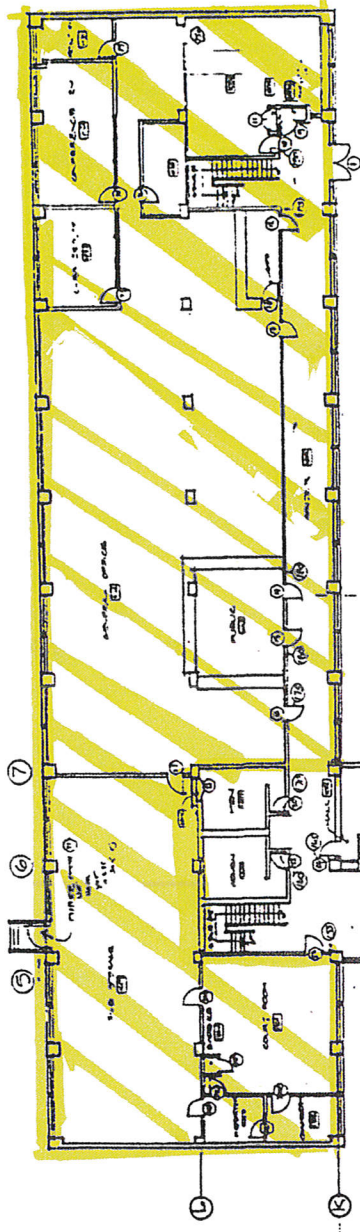
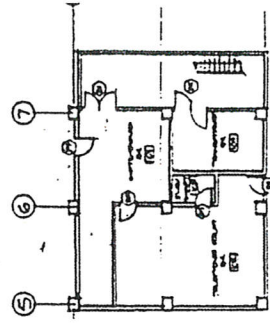


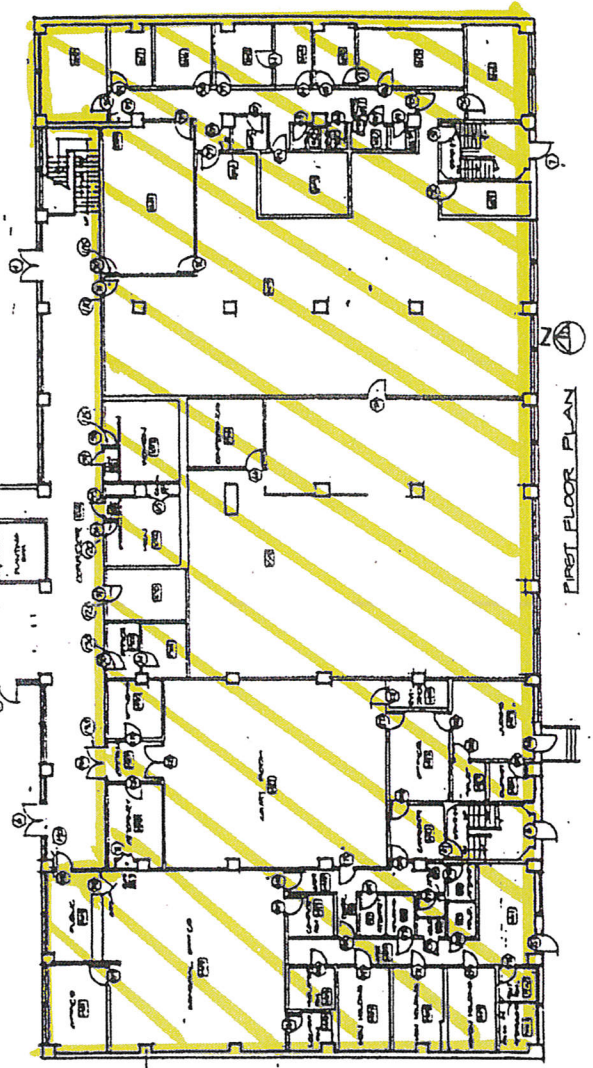
Exhibit "A"



= COUNTY  
= COURT  
= COMMON



BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

SECOND FLOOR PLAN