

**FIRST AMENDMENT TO
JOINT OCCUPANCY AGREEMENT
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA
AND THE COUNTY OF TULARE
(VISALIA COURTHOUSE)**

This First Amendment to Joint Occupancy Agreement ("**First Amendment**") is made and entered into on June 29, 2021 ("**Execution Date**"), by and between the Judicial Council of California ("**Judicial Council**") and the County of Tulare ("**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. The Judicial Council, on behalf of the Superior Court of California, County of Tulare ("**Court**"), and County entered into that certain Joint Occupancy Agreement, dated May 22, 2007 ("**JOA**"), setting forth the Parties' shared possession, occupancy, and use of the court facility commonly known as the Visalia Courthouse, located at 221 South Mooney Boulevard, Visalia, California (Court Facility No. 54-A1) ("**Visalia Courthouse**").

B. As part of a separate transaction ("**City Transaction**") with the City of Tulare ("**City**"), the County intends to sell to the City, and the City intends to purchase from the County, fee title to that certain real property located at 425 East Kern Avenue, Tulare, California, commonly known as the Tulare Division or Tulare-Pixley Courthouse ("**Tulare Division**"), in which the Judicial Council has rights to a seventy percent (70%) equity interest ("**Tulare Division Equity Rights**").

C. Concurrently with the Judicial Council and County's execution of this First Amendment, in order to facilitate the City Transaction, the Parties are entering into that certain Equity Rights Purchase Agreement ("**Equity Rights Purchase Agreement**") pursuant to which the Judicial Council is selling and relinquishing to the County, and the County is purchasing and assuming from the Judicial Council, the Judicial Council's Tulare Division Equity Rights, as more fully set forth in the Equity Rights Purchase Agreement ("**Tulare Division Equity Purchase**").

D. Under the terms of the Equity Rights Purchase Agreement, the Tulare Division Equity Purchase will be consummated and complete upon the close of escrow for the City Transaction by or before which time the County shall cause to be paid to the Judicial Council the compensation for the Tulare Division Equity Purchase in full and shall cause to be recorded with the Tulare County Recorder's Office that certain Relinquishment

of Equity Rights and Termination of Joint Occupancy Agreement (“**Equity Purchase Consummation Date**”), as more fully set forth in the Equity Rights Purchase Agreement.

E. The Parties have agreed, as part of the consideration and compensation for the Tulare Division Equity Purchase under the Equity Rights Purchase Agreement, that the County will relinquish to the Judicial Council 8,800 square feet of County Exclusive-Use Area (as defined in the JOA) in the Visalia Courthouse (“**Visalia Courthouse Space Swap**”).

F. 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.

G. The Parties now desire to amend the JOA to adjust their respective Exclusive-Use Areas and Shares in the Visalia Courthouse to reflect and implement the Visalia Courthouse Space Swap, and to make other changes deemed necessary and helpful by the Parties, as set forth herein this First Amendment.

NOW, THEREFORE, the Judicial Council and 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. Amendment of “AOC” to “Judicial Council.” All references to “Administrative Office of the Courts” or “AOC” in the JOA shall be replaced by “Judicial Council” 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.

3. First Amendment Effective Date. Notwithstanding the Execution Date of this First Amendment and unless otherwise agreed to in writing by the Parties, the Judicial Council and County hereby agree that the terms and conditions of this First Amendment shall become effective only upon the Parties’ consummation and completion of the Tulare Division Equity Purchase (“**First Amendment Effective Date**”). For clarity, the First Amendment Effective Date is contemplated to occur as of the Equity Purchase Consummation Date by which the Judicial Council will have received from the County

payment in full of the compensation for the Tulare Division Equity Purchase. The Parties shall confirm in writing the actual date of the Tulare Division Equity Purchase's consummation and completion which shall hereby serve as the First Amendment Effective Date on which this First Amendment shall be deemed to be in full force and effect.

4. Adjustment of Exclusive-Use Areas and Shares. The following definitions set forth in section 2 of the JOA, *Definitions*, are hereby deleted in their entirety and replaced with the following:

"Council Share"¹ means 36.52 percent, which is the percentage of the Total Exclusive-Use Area occupied and used by the Court.

"County Exclusive-Use Area" means the 133,143 square feet of floor space in the Building which are exclusively occupied and used by the County as depicted on **Attachment "2"** to this JOA.

"County Share" means 63.48 percent, which is the percentage of the Total Exclusive-Use Area occupied and used by the County.

"Court Exclusive-Use Area" means the 76,607 square feet of floor space in the Building which are exclusively occupied and used by the Court as depicted on **Attachment "2"** to this JOA.

5. Revised Floor Plans. The *Site Plan of Real Property* originally depicted in Attachment "2" to the JOA is hereby deleted in its entirety and replaced with the revised Attachment "2" reflecting the changes provided herein this First Amendment (**"Revised Site Plan of Real Property and Building Floor Plans"**), which is attached to this First Amendment as **Revised Attachment "2" to JOA** and incorporated herein.

6. Updates to Notices.

6.1. *Shared Cost Notifications.* Section 4.7 of the JOA, *Shared Cost Notifications*, is hereby deleted in its entirety and replaced with the following:

4.6 Shared Cost Notifications. Notwithstanding section 12 of this JOA, all communications and notices between the Parties relating to Shared Costs including, without limitation, Estimate Statements, Quarterly Invoices, or any other communication or notice required by this section 4 will be made between the following County and Judicial Council representatives:

¹ For clarity, in compliance with rule 10.81 of the California Rules of Court, the term "Council Share" in this First Amendment amends and replaces the term "AOC Share" in the JOA which is deleted in its entirety.

If to the Judicial Council:

Judicial Council of California
Facilities Services
Attention: Principal Manager, Facilities Operations
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-1956

If to the County:

County of Tulare
Tulare County General Services Agency
Attention: Brooke Sisk, Director
2637 W. Burrell Ave., Suite 200
Visalia, CA 93291
Voice: 559-205-1104

6.2. *Notices.* Section 12 of the JOA, *Notices*, is hereby deleted in its entirety and replaced with the following:

Subject to section 4.7 of this JOA, *Shared Cost Notifications*, any notice or communication required to be sent to a Party pursuant to this JOA must be sent in writing by personal delivery (including overnight courier services) or certified U.S. mail, postage pre-paid and with return receipt requested, to the addresses 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
Facilities Services
Attention: Associate Facilities Analyst
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-643-7074

With a copy to:

Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

In addition, all audit requests and notices by the County relating to the termination of this JOA or alleged breach or default by the Judicial Council of this JOA 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
Voice: 415-865-7989
Fax: 415-865-4326

If to the County:

County of Tulare
Tulare County General Services Agency
Attention: Brooke Sisk, Director
2637 W. Burrel Ave., Suite 200
Visalia, CA 93291
Voice: 559-205-1104

With a copy to:

County of Tulare
Tulare County General Services Agency
Attention: Property Management
2637 W. Burrel Ave, Suite 200
Visalia, CA 93291
Voice: 559-205-1100

A Party may change its address for notice under this JOA 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: (i) if by personal

delivery, on the date actually received by the addressee or its representative at the address provided above; or (ii) 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.

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

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

9. Authority; Binding Effect. The Judicial Council and County each represents and warrants that the individual(s) signing this First Amendment on behalf of such Party is duly authorized to execute and deliver this First Amendment on behalf of such Party. 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.

10. Counterparts and Electronic Signatures. This First Amendment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this First Amendment may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this First Amendment, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this First Amendment has been executed as of the dates written below.

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: 6-17-2021

By: Martin Hoshino
Name: Martin Hoshino
Title: Administrative Director
Date: 6-25-2021

ATTEST:
Jason T Britt, Clerk of the Board

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

By: Melinda Benton
Name: Melinda Benton
Title: Chief Clerk
Date: 6/29/2021

By: Amy Shuklian
Name: Amy Shuklian
Title: Chairman
Date: 6/29/2021



APPROVED AS TO FORM:
COUNTY COUNSEL
By: [Signature]
Deputy

REVISED ATTACHMENT “2” TO JOA

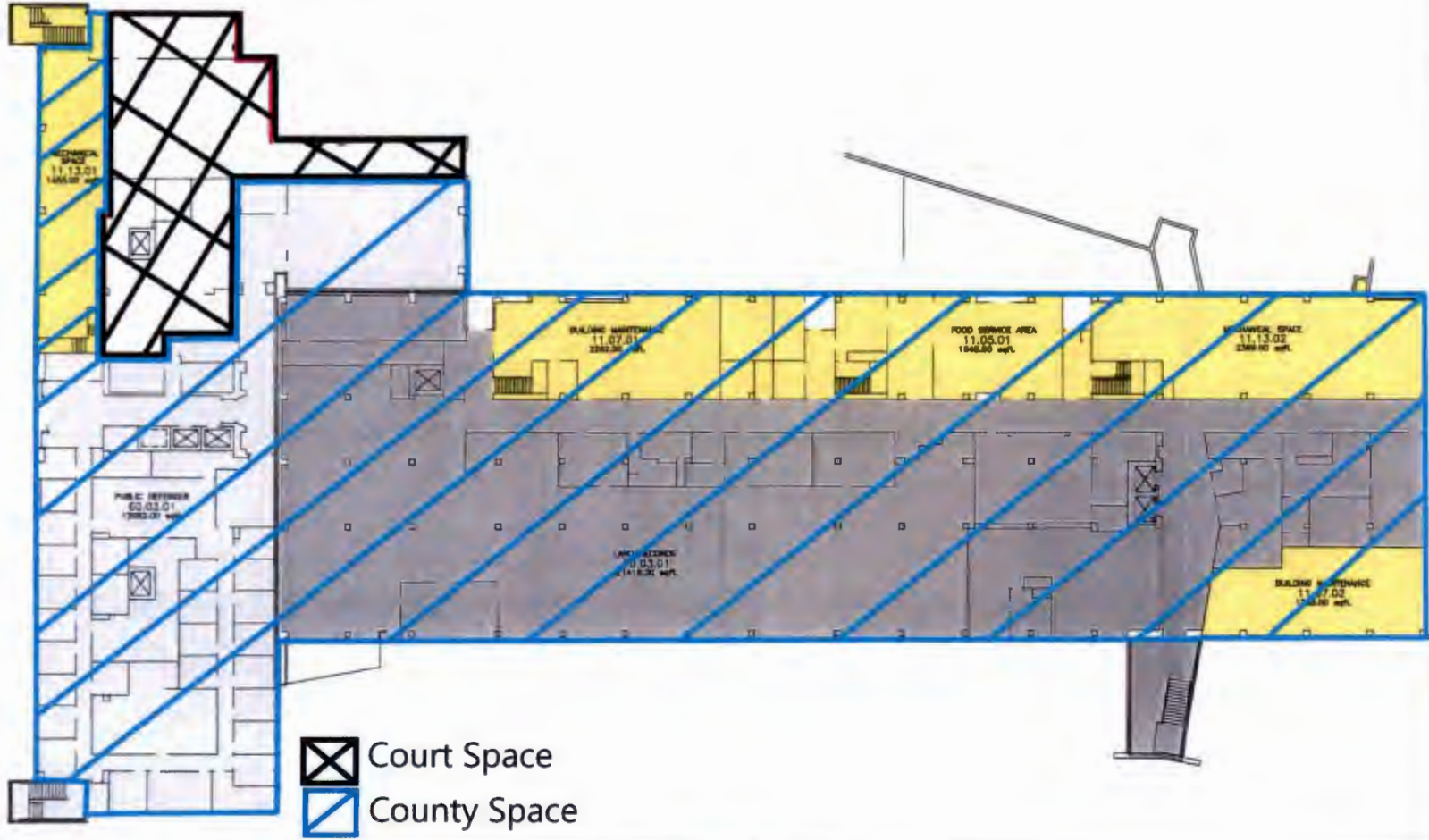
**REVISED
SITE PLAN OF REAL PROPERTY AND
BUILDING FLOOR PLANS**

Tulare County Campus in Visalia



Site Plan

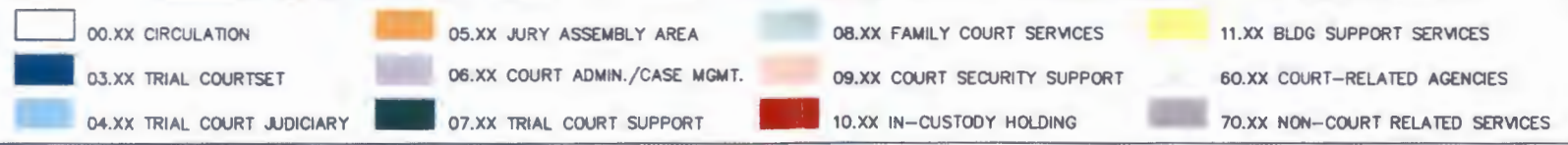




00.XX CIRCULATION	05.XX JURY ASSEMBLY AREA	08.XX FAMILY COURT SERVICES	11.XX BLDG SUPPORT SERVICES
03.XX TRIAL COURTSET	06.XX COURT ADMIN./CASE MGMT.	09.XX COURT SECURITY SUPPORT	60.XX COURT-RELATED AGENCIES
04.XX TRIAL COURT JUDICIARY	07.XX TRIAL COURT SUPPORT	10.XX IN-CUSTODY HOLDING	70.XX NON-COURT RELATED SERVICES

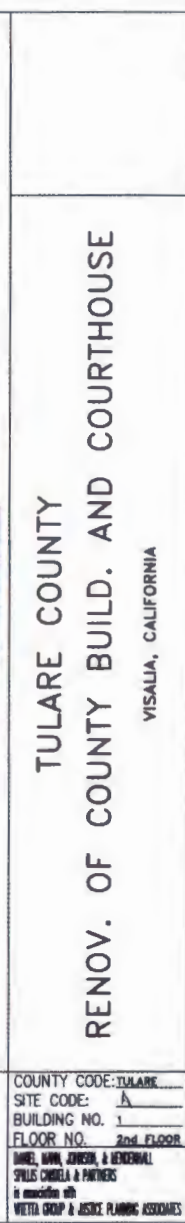
TULARE COUNTY
 RENOV. OF COUNTY BUILD. AND COURTHOUSE
 VISALIA, CALIFORNIA

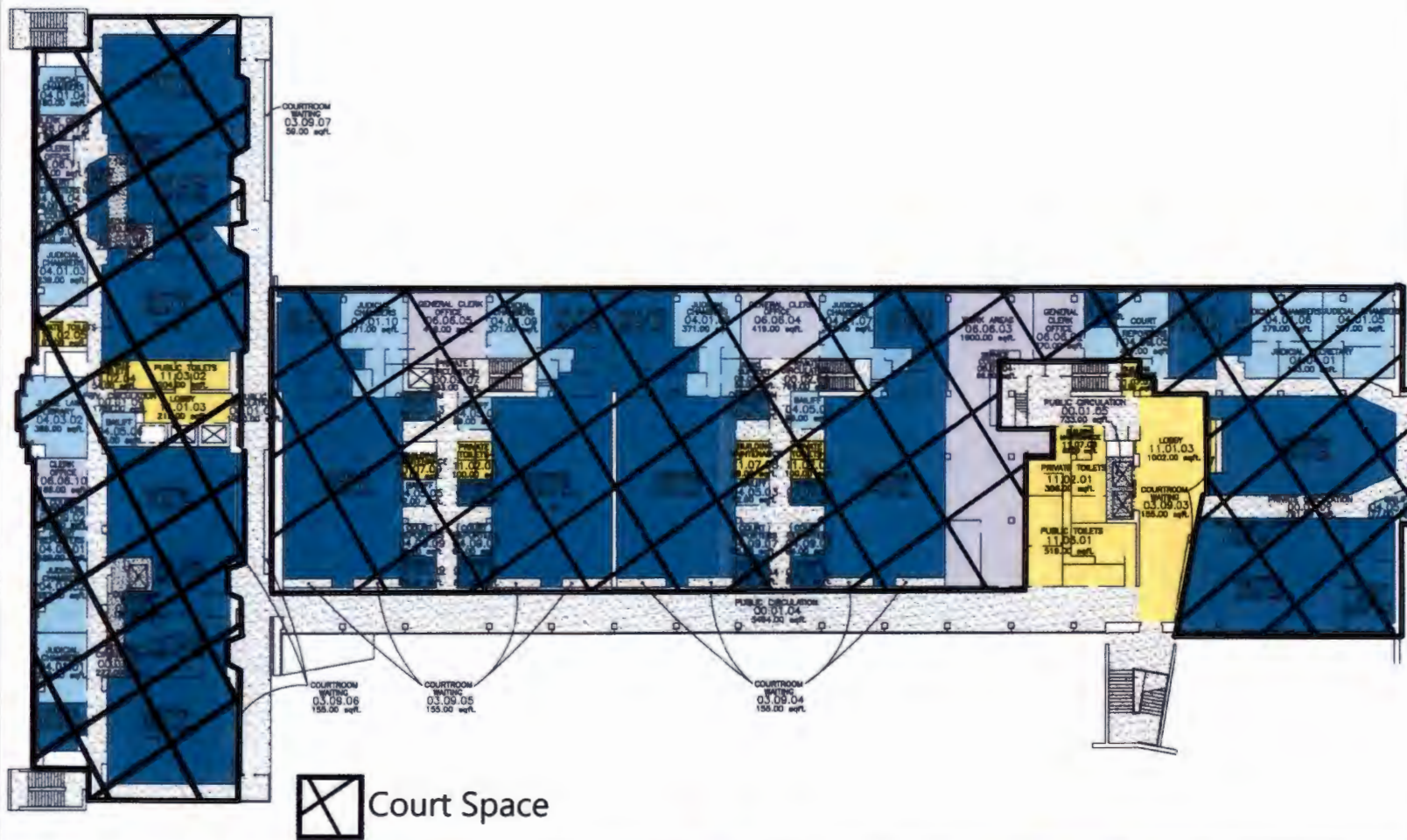
COUNTY CODE: TULARE
 SITE CODE: A
 BUILDING NO. 1
 FLOOR NO. GROUND FLR
 DANIEL, BROWN, JOHNSON & MERRITT
 SPENCER, CHASE & PARTNERS
 in association with
 VETTER GROUP & JENSEN PLANNING ASSOCIATES



TULARE COUNTY
RENOV. OF COUNTY BUILD. AND COURTHOUSE
VISALIA, CALIFORNIA

COUNTY CODE: TULARE
SITE CODE: A
BUILDING NO. 1
FLOOR NO. 1st FLOOR
DANIEL, MANN, JOYCE, & HENDERHALL
SPURS CABELLA & PARTNERS
in association with
WETTER GROUP & JACOB PLANNING ASSOCIATES





 00.XX CIRCULATION	 05.XX JURY ASSEMBLY AREA	 08.XX FAMILY COURT SERVICES	 11.XX BLDG SUPPORT SERVICES
 03.XX TRIAL COURTSET	 06.XX COURT ADMIN./CASE MGMT.	 09.XX COURT SECURITY SUPPORT	 60.XX COURT-RELATED AGENCIES
 04.XX TRIAL COURT JUDICIARY	 07.XX TRIAL COURT SUPPORT	 10.XX IN-CUSTODY HOLDING	 70.XX NON-COURT RELATED SERVICES

COUNTY CODE: TULARE
SITE CODE: A
BUILDING NO. 1
FLOOR NO. 3rd FLOOR
DANIEL, MANN, JOHNSON, & MENDENHALL
SPILLER CARDELLA & PARTNERS
in association with
WETTER GROUP & JUSTICE PLANNING ASSOCIATES

TULARE COUNTY
RENOV. OF COUNTY BUILD. AND COURTHOUSE
CISALIA, CALIFORNIA