

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS DATE 8/6/14

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

387



**FROM:** Economic Development Agency/Facilities Management

**SUBMITTAL DATE:**  
August 27, 2014

**SUBJECT:** Approval of Amended Agreements with the Judicial Council of California, Administrative Office of the Courts to Facilitate the Construction of the East County Detention Center, District 4/District 4 and District 3/District 3, [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Termination of Joint Occupancy Agreement of the Indio CAC/Annex Justice Center with the Judicial Council of California, Administrative Office of the Court and authorize the Chairman to execute the Termination on behalf of the County;
2. Approve the Amendment No. 1 to Transfer Agreement of the Larson Justice Center Court Facility with the Judicial Council of California, Administrative Office of the Court and authorize the Chairman to execute the amendment on behalf of the County;

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

| FINANCIAL DATA       |    | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT<br>(per Exec. Office) |                                                                             |
|----------------------|----|----------------------|-------------------|-------------|---------------|--------------------------------------|-----------------------------------------------------------------------------|
| COST                 | \$ | 0                    | \$                | 0           | \$            | 0                                    | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST      | \$ | 0                    | \$                | 0           | \$            | 0                                    |                                                                             |
| SOURCE OF FUNDS: N/A |    |                      |                   |             |               | Budget Adjustment: No                |                                                                             |
|                      |    |                      |                   |             |               | For Fiscal Year: 14/15               |                                                                             |

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Rohini Dasika  
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- ☐ A-30  
☐ Positions Added  
☐ 4/5 Vote  
☐ Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
Economic Development Agency/Facilities Management

**FORM 11:** Approval of Amended Agreements with the Judicial Council of California, Administrative Office of the Courts to Facilitate the Construction of the East County Detention Center, District 4/District 4 and District 3/District 3, [\$0]

**DATE:** August 27, 2014

**PAGE:** 2 of 4

**RECOMMENDED MOTION:** (Continued)

3. Approve the Amendment No. 1 to Possession and Use Agreement of the Larson Justice Center Court Facility with the Judicial Council of California, Administrative Office of the Court and authorize the Chairman to execute the amendment on behalf of the County;
4. Approve the Amendment No. 1 to the Transfer Agreement of the Southwest Justice Center Court Facility with the Judicial Council of California, Administrative Office of the Court and authorize the Chairman to execute the amendment on behalf of the County; and
5. Approve the Amendment No. 2 to Joint Occupancy Agreement of the Southwest Justice Center Facility with the Judicial Council of California, Administrative Office of the Court and authorize the Chairman to execute the amendment on behalf of the County.

**BACKGROUND:**

**Summary**

On February 26, 2013, under Agenda Item 3-76, the Board of Supervisors approved the Memorandum of Understanding (MOU) between the Judicial Council of California, Administrative Office of the Courts (AOC) and the County of Riverside regarding replacement space for the Indio CAC Annex Court Facility to make way for the new East County Detention Center (ECDC) project.

The MOU details the terms of the agreement between the AOC and the County for replacement and relocation of four courtrooms and ancillary office space totaling 23,252 square feet of Court space. The agreement is for the County to provide exchange space of 2,243 square feet and two new courtrooms built within Larson Justice Center Court Facility of 6,415 square feet, together, totaling 8,658 square feet of space. County will provide additional exchange space of 1,142 square feet located within the Southwest Justice Center Court Facility with the remaining two courtrooms and ancillary office space of 13,452 square feet to be built on the Southwest Justice Center campus; together, totaling 14,594 square feet of space. The agreement also provides for the County to reimburse the AOC for project management costs in the amount of 3% of the courtroom build out projects' costs of not to exceed \$200,000; and for the parties to effectuate the necessary agreements related to the same.

On December 23, 2008, under Agenda Item 3.49, the Board executed the Joint Occupancy Agreement for the Indio CAC/Annex Justice Center and the Memorandum to Agreement, which is being presented for termination. The Transfer Agreement for the Indio CAC/Annex Justice Center remains in effect due to the County's obligation for the Court Facilities Payment (CFP), which transfers to the exchange and replacement spaces.

On April 19, 2005, under Agenda Item 3.2, the Board executed the Transfer Agreement and the Possession and Use Agreement for the Larson Justice Center Court Facility. These agreements are being amended to reflect the changes pursuant to the MOU agreement, which provides for the County to pay the AOC's project management fees of \$67,800. The fee is equal to 3% of Larson Justice Center Courtroom project costs of \$2,260,000, which has already been paid to the AOC in full.

(Continued)

# **SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency/Facilities Management

**FORM 11:** Approval of Amended Agreements with the Judicial Council of California, Administrative Office of the Courts to Facilitate the Construction of the East County Detention Center, District 4/District 4 and District 3/District 3, [\$0]

**DATE:** August 27, 2014

**PAGE:** 3 of 4

## **BACKGROUND:**

### **Summary** (Continued)

Additionally, because the Larson Justice Center was the pilot transfer building for the State, the AOC reserved the right within the Transfer Agreement to have additional security related areas transferred once the statewide policy was adopted. The AOC is exercising their right at this time to have these areas transferred, which will result in an increase to the annual CFP in amount to be determined. This change also results in a decrease to the County's share of costs to maintain the facility from 19.19% to 2.61%. These changes are also reflected in the amendments to the agreements. The Sheriff has reviewed and approved the final floor plan and changes to the Civil bureau and holding area spaces.

On December 16, 2008, under Agenda Item 3.9, the Board executed the Transfer Agreement and the Joint Occupancy Agreement for the Southwest Justice Center Court Facility. The Transfer Agreement was previously amended on March 31, 2009, under Agenda Item 3.11. These agreements are now being amended to reflect the changes pursuant to the MOU agreement. The amendment provides for the County to pay the AOC's project management fees of \$132,200, which is the balance of the not-to-exceed \$200,000. This amount has already been paid to the AOC in full.

### **Impact on Citizens and Businesses**

The relocation of the Courts from the Indio CAC/Annex makes way for the new East County Detention Center, which will increase public safety and creates new jobs in the Coachella Valley and the surrounding communities. The new Southwest Justice Center courtrooms enhance the much needed judicial services to the mid-county area and the communities it serves.

## **SUPPLEMENTAL:**

### **Additional Fiscal Information**

The annual CFP was finalized as of September 2005 in the amount of \$588,713. During the period of bond indebtedness, the AOC reduces the annual CFP for insurance in the amount of \$28,647.50, resulting in a net annual CFP payment of \$560,065.50. With the transfer of additional secured area space, the annual CFP will increase to \$655,050. The insurance credit during bond indebtedness increases to the amount of **\$31,876, resulting in the net annual CFP payment of \$623,174.** The quarterly CFP payment increases \$15,777.12 from \$140,016.38 to \$155,793.50.

(Continued)

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Economic Development Agency/Facilities Management

**FORM 11:** Approval of Amended Agreements with the Judicial Council of California, Administrative Office of the Courts to Facilitate the Construction of the East County Detention Center, District4/District 4 and District 3/District 3, [\$0]**DATE:** August 27, 2014**PAGE:** 4 of 4**SUPPLEMENTAL:** (Continued)**Additional Fiscal Information**

The table below outlines the payment schedule:

**ANNUAL CFP TABLE AND QUARTERLY PAYMENT SCHEDULE**

|                       | <b>September 2005</b> | <b>Fiscal Year Quarterly Payments</b>           | <b>Payment Amount</b> |
|-----------------------|-----------------------|-------------------------------------------------|-----------------------|
| Annual CFP            | \$588,713.00          | 1 <sup>st</sup> Quarter Payment July 1, 2013    | \$140,016.38          |
| Less Insurance        | <u>-\$28,647.50</u>   | 2 <sup>nd</sup> Quarter Payment October 1, 2013 | \$140,016.38          |
| <b>Net Annual CFP</b> | <b>\$560,065.50</b>   | 3 <sup>rd</sup> Quarter Payment January 1, 2014 | \$140,016.38          |
|                       |                       | 4 <sup>th</sup> Quarter Payment May 1, 2014     | <u>\$140,016.36</u>   |
|                       |                       | <b>Total Due FY 2013-2014</b>                   | <b>\$560,065.50</b>   |
|                       | <b>July 1, 2014</b>   | <b>Fiscal Year Quarterly Payments</b>           | <b>Payment Amount</b> |
| New Annual CFP        | \$655,050.00          | 1 <sup>st</sup> Quarter Payment July 1, 2014    | \$155,793.50          |
| Less Insurance        | <u>-\$31,876.00</u>   | 2 <sup>nd</sup> Quarter Payment October 1, 2014 | \$155,793.50          |
| <b>Net Annual CFP</b> | <b>\$623,174.00</b>   | 3 <sup>rd</sup> Quarter Payment January 1, 2015 | \$155,793.50          |
|                       |                       | 4 <sup>th</sup> Quarter Payment May 1, 2015     | <u>\$155,793.50</u>   |
|                       |                       | <b>Total Due FY 2014-2015</b>                   | <b>\$623,174.00</b>   |

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

Judicial Council of California  
Administrative Office of the Courts  
Office of Real Estate and Facilities Management  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Attn: Manager, Real Estate Unit

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OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY  
TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

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APN: 614-040-005-6; County of Riverside

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**TERMINATION OF JOINT OCCUPANCY AGREEMENT**

This Termination of Joint Occupancy Agreement (“**Termination**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Judicial Council of California, Administrative Office of the Courts (“**AOC**”), and the County of Riverside (“**County**”). The AOC and the County each constitute a “Party” and collectively constitute the “Parties” to this Termination.

**RECITALS**

A. On December 23, 2008, County and AOC entered into a Transfer Agreement For The Transfer of Responsibility For Court Facility (the “**Transfer Agreement**”). Under the Transfer Agreement, County transferred to the AOC responsibility for funding and operation of the Indio CAC Annex Justice Center, which is located in a building on certain real property in the City of Indio, County of Riverside, State of California and having a street address of 87-675 Highway 111, Indio, CA 92201 (as more completely described in the Transfer Agreement, the “**Real Property**”). The legal description of the Real Property is attached to this Termination as **Exhibit “1.”**

B. Under the Transfer Agreement, AOC and County also entered into a Joint Occupancy Agreement dated December 23, 2008 (“**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 Document No. 2009-0028953.

D. On February 26, 2013, County and AOC entered into a Memorandum of Understanding Regarding New Replacement Space for Indio CAC Annex Courthouse in which the AOC agreed that the Superior Court of California County of Riverside ("**Court**") would vacate 23,252 square feet of floor space at the Indio CAC Annex Courthouse in exchange for 23,252 square feet of space for the Court's use and occupation at the Southwest Justice Center located at 30755-D Auld Road, Murrieta, California and at the Larson Justice Center located at 46-200 Oasis Street, Indio, California ("**Replacement Space**"). The Replacement Space consists of the following: (a) 1,142 square feet of space in the Southwest Justice Center previously vacated by County that the Court now occupies and uses; (b) County providing and constructing a new 13,452 square foot building on the campus where the Southwest Justice Center is located to be occupied and used by the Court; (c) 2,243 square feet of space in the Larson Justice Center previously vacated by County that the Court now occupies and uses; and (d) County vacating space previously used and occupied by County at Larson Justice Center and constructing in its place 6,415 square feet of replacement space to be occupied and used by the Court.

E. Concurrent with the execution of this Termination, AOC and County will execute amendments to (a) the Transfer Agreement and the Possession and Use Agreement for Larson Justice Center between AOC and County, and (b) the Transfer Agreement and the Joint Occupancy Agreement for the Southwest Justice Center between AOC and County (collectively, the "**Replacement Amendments**"), which Replacement Amendments specifically set forth AOC's and County's respective rights and obligations with respect to the Replacement Space, including without limitation, County's obligations to provide, and where applicable, provide and construct, the Replacement Space pursuant to the Replacement Amendments.

F. County and 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. The termination of the JOA and the Memorandum shall not impact or effect the County's continuing obligation to make County Facilities Payments under section 6 of the Transfer Agreement and section 3.10 of the JOA.

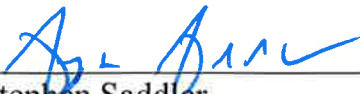
3. This Termination is to be recorded in the Official Records of the County with respect to the Real Property, whereupon the Memorandum will automatically be removed as an encumbrance on the title to the Real Property.

**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,  
Legal Services Office

By:   
Name: Kenneth S. Levy  
Title: Attorney  
Date: 7/21/2014

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

By:   
Name: Stephen Saddler  
Title: Manager, Business Services  
Date: 7/25/14

ATTEST:  
Kecia Harper-Ihem, Clerk of the Board

By: \_\_\_\_\_  
Deputy

**COUNTY OF RIVERSIDE, a body  
corporate and politic**

By: \_\_\_\_\_  
Name: Jeff Stone  
Title: Chairman, Board of Supervisors  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Greg Priamos, County Counsel

By:  8/5/14  
Name: Marsha L. Victor  
Title: Deputy County Counsel

## **EXHIBIT "1"**

### **LEGAL DESCRIPTION OF THE REAL PROPERTY**

ALL THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF STATE HIGHWAY NO. 111 AND THE WESTERLY LINE OF OASIS STREET;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID STATE HIGHWAY 111, A DISTANCE OF 450.00 FEET;

THENCE SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF OASIS STREET, A DISTANCE OF 450.00 FEET;

THENCE EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF STATE HIGHWAY NO. 111, A DISTANCE OF 450.00 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF OASIS STREET;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF OASIS STREET, A DISTANCE OF 450.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 614-040-005-6



COUNTY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

AOC ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On July 25, 2014 before me, ZUZANA BURSİK, Notary Public, personally appeared STEPHEN SADDLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Zuzana Bursik



(Seal)



Facility #33-M1

Building Name: Southwest Justice Center

Building Address: 30755-D Auld Road, Murrieta, CA 92563

**AMENDMENT NO. 1 TO  
TRANSFER AGREEMENT  
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS,  
AND THE COUNTY OF RIVERSIDE  
FOR THE TRANSFER OF RESPONSIBILITY FOR COURT FACILITY**

**AMENDMENT NO. 1  
TO TRANSFER AGREEMENT  
FOR THE SOUTHWEST JUSTICE CENTER COURT FACILITY**

THIS AMENDMENT NO. 1 TO TRANSFER AGREEMENT FOR THE SOUTHWEST JUSTICE CENTER COURT FACILITY (this "**Amendment No. 1**") is deemed entered into as of the Amendment Effective Date by and between THE JUDICIAL COUNCIL OF CALIFORNIA (the "**Council**"), ADMINISTRATIVE OFFICE OF THE COURTS (together with the Council, the "**AOC**"), and THE COUNTY OF RIVERSIDE (the "**County**"). Each of the AOC and the County is referred to herein as a "Party" and together as the "Parties".

**RECITALS**

A. The AOC and the County entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, with an effective date of December 16, 2008 (the "**Transfer Agreement**"), pursuant to which the County transferred and delegated, and the AOC accepted and assumed, certain rights, interests, duties, and liabilities with respect to portions of the trial court facility commonly known as the Southwest Justice Center, located at 30755-D Auld Road, Murrieta, CA 92563 (the "**Building**") as further described in the Transfer Agreement;

B. The AOC and the County entered into that certain Joint Occupancy Agreement, dated as of December 16, 2008, as amended by that certain Amendment to Joint Occupancy Agreement, dated as of March 31, 2009, setting forth the terms and conditions governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Building and the real property on which the Building is located;

C. The AOC and the County entered into that certain Transfer Agreement for the Transfer of Responsibility, with an effective date of December 23, 2008 (the "**Indio CAC Transfer Agreement**"), pursuant to which the County transferred and delegated, and the AOC accepted and assumed, certain rights, interests, duties, and liabilities with respect to a portion of the trial court facility commonly known as the Indio CAC Annex Justice Center, located at 87-675 Highway 111, Indio, California 92201 (the "**Indio CAC Courthouse**");

D. Pursuant to that certain Memorandum of Understanding Regarding New Replacement Space for Indio CAC Annex Courthouse, by and between the Parties, dated as of February 26, 2013 (the "**MOU**"), the AOC agreed to vacate 23,252 square feet of the Indio CAC Courthouse (the "**Relinquished Space**") and to relinquish the AOC's corresponding Equity (as the word "equity" is used in the Act) interest that was previously transferred to the AOC under the Indio CAC Transfer Agreement, and the

County agreed to replace the Relinquished Space with other space to be exclusively occupied and used by the AOC, together with the corresponding Equity interest in such space, including: (i) a new 13,452 square foot court facility building, consisting of two courtrooms, chambers, support office space, and two secured parking spaces to be constructed by the County and exclusively used and occupied by the AOC and the Court; (ii) 1,142 square feet in the Building that was previously occupied and used by the County and originally designated in the Transfer Agreement as County Exclusive-Use Area (the “**Swap Space**”); and (iii) 8,658 square feet of space in the Larson Justice Center, located at 46-200 Oasis Street, Indio, California.

E. The AOC and the County now wish to amend the Transfer Agreement by this Amendment No. 1 to effectuate the partial replacement of the Relinquished Space with the New Southwest Justice Building and the Swap Space, together with the corresponding Equity interest in such replacement space, upon the terms and conditions set forth herein; and

F. Upon the execution of this Amendment No. 1, the AOC and the County will concurrently enter into that certain Amendment No. 2 to the Joint Occupancy Agreement for the Southwest Justice Center Court Facility, dated the Amendment Effective Date.

NOW, THEREFORE, the AOC and the County agree as follows:

1. Amendments to the Transfer Agreement.

1.1 Addition of New Definitions. The following definitions are hereby added to Article 3 of the Transfer Agreement:

“**Amendment Effective Date**” means the date on which the Amendment No. 1 to Transfer Agreement is signed by the last of the Parties to sign.

“**MOU**” means that certain Memorandum of Understanding Regarding New Replacement Space for Indio CAC Annex Courthouse, by and between the Parties, dated as of February 26, 2013, pursuant to which the County agreed to, among other things, construct the New Southwest Justice Building on the New Southwest Justice Land.

“**New Southwest Justice Building**” shall mean the new approximately 13,452 square foot building that the Parties tentatively expect will be called the Southwest Justice Center Juvenile Court and other, related improvements, consisting of two courtrooms, two judges’ chambers, support office space, and two secured parking spaces, that the County will construct on the New Southwest Justice Land upon the terms and conditions set forth in the MOU and

the JOA in the approximate location as depicted on **Exhibit "A-1"** attached hereto.

**"New Southwest Justice Land"** means a portion of the Parcel in close proximity to the Land, the approximate location and configuration of which is expected to be approximately as depicted on the site plan attached to this Agreement as a part of **Exhibit "A-1,"** including the County's (1) rights to enter and exit the New Southwest Justice Land, (2) recorded and unrecorded rights to water, water stock, oil, gas, minerals, and timber related to the New Southwest Justice Land, and (3) existing, granted development permits, entitlements, and air and view rights. The Parties acknowledge that the New Southwest Justice Land will not include any portion of the Secure Corridor, the entirety of which shall be owned in fee by the County.

**"New Southwest Justice Parking"** means the parking adjacent to the New Southwest Justice Land, which is located on the portion of the Parcel to which the County will retain ownership, and which will contain a total of 58 parking spaces, as follows: (a) 46 parking spaces to be used non-exclusively on a first come, first served basis by the Court, County, and general public; and (b) 12 parking spaces designated and reserved for use by the Court; all approximately as depicted on the site plan attached hereto as **Exhibit "A-1"**.

**"New Southwest Justice Project Completion Date"** shall have the meaning given to it in the JOA.

**"New Southwest Justice Real Property"** means, together, the New Southwest Justice Building and the New Southwest Justice Land.

**"Secure Corridor"** means that certain narrow strip of land extending between the County's Juvenile Hall and the New Southwest Justice Building on which the County intends to construct an above-ground, enclosed corridor to be used for the secure transport of juveniles to, from, and between the County's Juvenile Hall and the New Southwest Justice Building. The approximate, anticipated location of the Secure Corridor is shown in pale yellow and identified as "Secure Corridor" on the site plan attached to this JOA as part of **Attachment "2"**; however, the Parties acknowledge that the exact location, dimensions, and configuration of the Secure Corridor will depend upon the final location of the New Southwest Justice Building. For the sake of clarity, the Parties further acknowledge that they expect that one end of the Secure Corridor will be immediately adjacent to an entrance to the New Southwest Justice Building, and that the legal description of the New Southwest Justice Land, when prepared pursuant to Section 4.1.1 of this Agreement, will exclude all parts of the Secure Corridor including the portion thereof that is immediately adjacent to the New Southwest Justice Building.

**“Total Real Property”** means the Real Property and the New Southwest Justice Real Property.

1.2 Amendment of Existing Definitions. The following definitions in Article 3 of the Transfer Agreement are hereby deleted in their entirety and replaced with the following amended definitions:

**“Bonded Indebtedness”** means the “bonded indebtedness” as defined in section 70301(a) of the Act, to which some or all of the Total Real Property is subject.

**“County Exclusive-Use Area”** means the 40,389 square feet of the floor space in the Building that are exclusively occupied and used by the County, as depicted on **Exhibit “D”** to this Agreement. As of the Amendment Effective Date, the County Exclusive-Use Area is 23.60 percent of the Total Exclusive-Use Area.

**“Court Exclusive-Use Area”** means the 130,756 square feet of the floor space in the Building that are exclusively occupied and used by the Court, as depicted on **Exhibit “D”** to this Agreement. As of the Amendment Effective Date, the Court Exclusive-Use Area constitutes 76.40 percent of the Total Exclusive-Use Area.

**“Grant Deed”** means the document titled Grant Deed that is similar to the document attached to the Agreement as **Exhibit “C”**, by which the County will convey to the State, on behalf of the Council, title to the Total Real Property when the Bonded Indebtedness is finally paid and no part of the Total Real Property is subject to the BI Documents.

**“JOA”** means the document titled Joint Occupancy Agreement dated as of December 16, 2008, as amended by that certain Amendment to Joint Occupancy Agreement, dated as of March 31, 2009, and that certain Amendment No. 2 to Joint Occupancy Agreement for the Southwest Justice Center Court Facility, dated of approximately even date with this Amendment No. 1 and as it may be further amended, setting forth the terms and conditions governing the Parties’ respective rights and responsibilities regarding their possession, occupancy, use, and maintenance of the Total Real Property.

**“On-Site Parking”** means: (1) the two secured parking spaces located on the New Southwest Justice Land to be transferred to the AOC, approximately as depicted on **Exhibit “A-1”**; and (2) the parking underneath and adjacent to the Building located on the Land for which responsibility was transferred to the AOC pursuant to this Agreement, as depicted on the parking plan attached to this Agreement as part of **Exhibit “A-1”**, which contains a total of 26 parking spaces used exclusively by the Court, including 12 secured, reserved parking spaces and



one ADA parking space underneath the Building for the exclusive use by judicial officers of the Court, and eight unsecured, reserved parking spaces and five ADA parking spaces adjacent to the Building for the exclusive use of Court employees. For clarity, all of the On-Site Parking will be included in the Transfer of Title.

“**Parcel**” means that certain County campus upon which the Land, the New Southwest Justice Land, and certain other County buildings and land are located, as more particularly described on **Exhibit “A”** and depicted on **Exhibit A-1** to the Agreement.

“**Property**” means all right, title, and interest in and to the Total Real Property and any Personal Property.

“**Transfer of Title**” means the County’s conveyance to the State on behalf of the Council of all of the County’s right, title, and interest in and to the Total Real Property.”

1.3 Amendments Related to Transfer of Title to New Southwest Justice Real Property. Section 5.2 of the Transfer Agreement is hereby deleted in its entirety and replaced with the following:

5.2 TOT Closing. Under section 70325(c) of the Act, the TOT Closing will occur upon the recordation of the Grant Deed in the County Recorder’s Office, which will take place when the Bonded Indebtedness is fully paid and no part of the Total Real Property is subject to the BI Documents. To facilitate the AOC’s ability to obtain timely PWB approval of the Transfer of Title, the County will notify the AOC at least eight months prior to the date the County anticipates that all of its obligations under the BI Documents will be satisfied.

5.2.1 TOT Closing Documents. The TOT Closing Documents are as follows:

- (a) the Grant Deed;
- (b) the Certificate; and
- (c) any other documents required by Law or reasonably requested by the County, the State Parties, or the State’s title insurance company, to effect the TOT Closing.

5.2.2 Execution and Delivery of TOT Closing Documents. The County will execute and deliver the TOT Closing Documents to the AOC within 30 days after the date the TOT Closing Documents are requested in writing by the AOC. The AOC will endeavor to present this Agreement, the signed TOT

Closing Documents, and the County Authorizing Document to the PWB for approval of the Transfer of Title within sufficient time prior to the TOT Closing Date to enable the Parties to effect the Transfer of Title on the date the Bonded Indebtedness is fully satisfied. The Parties will work together, in a good faith, cooperative manner, to effect the Transfer of Title and to resolve to the satisfaction of the PWB any condition of the Total Real Property that the PWB requires be resolved prior to the PWB's approval of the Transfer of Title.

5.2.3 Delivery of Title. On the TOT Closing Date, the County will deliver to the State Parties title to the Total Real Property.

1.4 General Responsibilities of the Parties. Sections 4.1 and 4.2 are hereby deleted in their entirety and replaced with the following:

4.1 Transfer of Responsibility; Transfer of Title. On the TOR Closing Date, the Transfer of Responsibility for the Court Facility will occur under this Agreement, the TOR Closing Documents, and the Act. The Land and the New Southwest Justice Land are subject to Bonded Indebtedness and, pursuant to section 70325(c) of the Act, the State is prohibited from having any ownership or equity interest or right in or to the Total Real Property while it is subject to Bonded Indebtedness. Under section 70323(a) of the Act, the Transfer of Title will occur under this Agreement, the TOT Closing Documents, and the Act when the Bonded Indebtedness is paid and no part of the Total Real Property is subject to the BI Documents.

4.1.1 New Legal Descriptions. On the Effective Date, the Land is part of the Parcel, and contains approximately 3.325 acres on which the Building, the On-Site Parking, and other County improvements are located. The New Southwest Justice Land is part of the Parcel on which the New Southwest Justice Building will be constructed. During the Interim Period, the County and the AOC will work together to prepare new legal descriptions for the Land and the New Southwest Justice Land, as permitted by California Government Code Section 66428, in each case having boundaries approximately consistent with those depicted on **Exhibit "A-1"** to this Agreement, subject to and as more fully set forth in section 4.1.3 hereof. Prior to the TOT Closing Date, the County will take all steps necessary to formalize the new legal descriptions for the Land and the New Southwest Justice Land to enable the Transfer of Title to occur. The Parties agree that until the new legal descriptions for the Land and the New Southwest Justice Land have been completed and approved by the Parties, the Transfer of Responsibility will apply and relate to the Real Property and the New Southwest Justice Real Property, as each is approximately depicted on **Exhibit "A-1"** to this Agreement; provided that, starting immediately upon the Parties' joint approval of the new legal descriptions for the Land and the New Southwest Justice Land, the Transfer of Responsibility will apply and relate to the entirety

of the Real Property and the New Southwest Justice Real Property, as defined by the mutually-approved new legal descriptions for the Land and the New Southwest Justice Land, whether or not the boundaries of such new legal descriptions are exactly the same as the general depiction of the anticipated boundaries of the Land and the New Southwest Justice Land, respectively, shown on **Exhibit "A-1"** hereto.

#### 4.1.2 Easements.

4.1.2.1 Access to Total Real Property. Concurrently with the TOT Closing Date, the County will grant to the State, as part of the conveyance made by the Grant Deed, an easement over and across the exterior portions of the Parcel for ingress, egress, and access between the Total Real Property and Auld Road (the "**Easement**"). In addition to providing ingress, egress, and access, the Easement shall allow the AOC to perform necessary maintenance and repairs to the Total Real Property. The Easement will be subject to the County's reasonable security requirements and otherwise on terms mutually agreeable to the Parties.

4.1.2.2 Monument Sign Easement. On or promptly after the TOT Closing Date, the County will grant to the State an easement for ingress, egress, and access to the monument signs located at mutually agreeable locations on Auld Road for the purpose of allowing the State to access, maintain, repair, and replace such monument signs, as necessary, from time to time. Such easement will be on terms mutually agreeable to the Parties.

4.1.3 New Site Plan for New Southwest Justice Real Property. As of the Amendment Effective Date, the Parties expect that (a) the New Southwest Justice Land, (b) the New Southwest Justice Building, and (c) the New Southwest Justice Parking, and any additional improvements to be constructed by the County on each of them pursuant to the MOU and the JOA, will be of the approximate sizes, locations, and configurations shown on **Exhibit "A-1"** to this Agreement; however, the Parties acknowledge that: (i) the New Southwest Justice Land shown on **Exhibit "A-1"** hereto was sized for a two-story New Southwest Justice Building; (ii) the County has not yet completed, and the AOC has not yet approved pursuant to section 3 of the MOU, the final plans, specifications, and construction documents for the New Southwest Justice Building; and (iii) the final, approved design, plans, specifications, and construction documents for the New Southwest Justice Building may provide for the New Southwest Justice Building to be constructed as a one-story building, in which case, the size of the New Southwest Justice Land may need to be increased. The Parties further acknowledge that until such plans, specifications, and construction documents have been prepared in final by the County and approved by the AOC, all in accordance with section 3 of the MOU, **Exhibit**

“A-1” hereto constitutes only an estimate and approximation of the sizes, locations, and configurations of the New Southwest Justice Land, the New Southwest Justice Building, and the New Southwest Justice Parking, all of which remain subject to change. The Parties hereby agree that until the final plans, specifications, and construction documents for the New Southwest Justice Building and the other improvements that the County will build pursuant to the MOU, have all been approved by both Parties, this Agreement and the JOA shall apply and relate to the New Southwest Justice Real Property as it is shown on **Exhibit “A-1”** to this Agreement; provided that, immediately upon the Parties’ joint approval of such final plans, specifications, and construction documents, this Agreement will apply and relate to the New Southwest Justice Real Property and the New Southwest Justice Parking as they are shown in the final, jointly-approved versions of said plans, specifications, and construction documents.

4.2 General Responsibilities. Upon the completion of each of the Transfers, the Parties will have the general rights, duties, and liabilities set forth in the Act in respect of the Total Real Property, except as expressly delegated by the Parties in this Agreement, the applicable Closing Documents, the JOA, or any other agreement.

1.5 Responsibilities of the Parties During the Interim Period. Sections 4.3.2, 4.3.3, 4.3.4, and 4.3.5 are hereby deleted in their entirety and replaced with the following:

4.3.2 Property Insurance and Risk Allocation. Responsibility and liability for (i) damage to or destruction of the Total Real Property, (ii) bodily injury to or death of third parties in, on, or about the Total Real Property, and (iii) Disputes, are allocated as set forth in the JOA.

4.3.3 Bonded Indebtedness. On the Effective Date, some or all of the Total Real Property is subject to Bonded Indebtedness and the County will remain solely responsible to meet its obligations under the BI Documents, and will not act or fail to act in a way that violates the BI Documents (“**BI Default**”). The County will promptly provide the AOC with a copy of any notice given or received by the County that concerns or alleges a County BI Default. The County and the AOC will meet and confer concerning the issues described in that notice to determine a plan for avoiding any County BI Default in a manner that is consistent with the terms of this Agreement, the Closing Documents and the New Southwest Justice Closing Documents, and the Law; provided that the AOC will in no event be obligated to take any action or advance any funds to cure or avoid a County BI Default except only if the actual or potential BI Default directly arises from the acts or omissions of the AOC. At all times on and after the TOR Closing Date, the AOC will exercise its rights under sections 70391 and 70392 of the Act in a way that does not (i) violate the terms of the BI Documents, (ii) cause

any amounts payable by the County under the BI Documents to be includable in gross income for federal or state income tax purposes, or (iii) otherwise adversely affect the tax-exempt status of the Bonded Indebtedness. The County will promptly notify the AOC in writing if the County at any time believes that any act or omission by any State Party will or might result in a BI Default. If the Court is required to vacate all or a part of the Total Real Property through the operation or enforcement of the BI Documents, the County will comply with the provisions of section 70325(c) of the Act.

4.3.4 No Material Changes. The County, in its capacity as owner of title to the Total Real Property, will not: (1) transfer, agree to transfer, or enter into any agreement concerning the transfer or use of any right, title, or interest in all or a portion of the Total Real Property with any party other than the AOC; (2) do anything that would result in a change to the zoning or entitlements for use of all or a portion of the Total Real Property; or (3) act or fail to act in any way that results in all or a portion of the Total Real Property being subject to any new deficiency under section 70326(b) of the Act. Additionally, because the AOC does not hold title to the Total Real Property, during the Interim Period, it may be impractical or impossible for the AOC to exercise all of its rights with respect to maintenance, repair, replacement, or operation of the Total Real Property without the cooperation of the County acting in its capacity as the owner of the Total Real Property. In such instances, at the AOC's reasonable request, the County will cooperate in good faith with the AOC to provide such assistance as the AOC may reasonably require to enable the AOC to exercise its rights and perform its duties with respect to the maintenance, repair, replacement, and operation of the Total Real Property.

4.3.5 Condemnation. If either Party receives written notice during the Interim Period advising of an actual or intended condemnation of all or a part of the Total 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 or the conveyance or transfer of all or a part of the Total Real Property in lieu of condemnation, the Parties will cooperate with each other in good faith to obtain the maximum award or other compensation that may be obtained from the condemning authority, to the extent permitted by the BI Documents, the AOC will be entitled to 76.40 percent of the proceeds arising from such condemnation, conveyance, or transfer, and the County will be entitled to 23.60 percent of the proceeds arising from such condemnation, conveyance, or transfer with respect to the Real Property. With respect to the New Southwest Justice Real Property,

the AOC will be entitled to 100 percent of the proceeds arising from such condemnation, conveyance, or transfer.

1.6 Court Parking. Section 4.4.5.2 and section 4.4.5.3 of the Transfer Agreement are hereby deleted in their entirety and replaced with the following:

4.4.5.2 Off-Site Parking and New Southwest Justice Parking. In addition to the Transfer of the On-Site Parking, upon and after the County's completion of the construction of the New Southwest Justice Building pursuant to the MOU and the JOA, the County will also at all times provide (but not Transfer) to the AOC the Off-Site Parking and the New Southwest Justice Parking, both of which are to be used on a first-come, first-served basis by Court, County, and the general public. The County will be solely responsible for Operation of the Off-Site Parking and the New Southwest Justice Parking, at the County's sole expense. If any of the Off-Site Parking or the New Southwest Justice Parking becomes unavailable for Court use in accordance with this section 4.4.5.2, the County will be responsible to provide, at no cost to the State Parties, alternate parking spaces of comparable number, type, and convenience to the Off-Site Parking and the New Southwest Justice Parking that are no longer available. Should the County build another building that results in the use of the Off-Site Parking and/or the New Southwest Justice Parking being increased, then the County will designate parking such that the Court has access to comparable parking spaces for the Court's access and use of the same number (548 spaces for the Off-Site Parking and 58 spaces for the New Southwest Justice Parking), and comparable type and convenience to the Building or the New Southwest Justice Building, as applicable, as the existing Off-Site Parking and/or the existing New Southwest Justice Parking.

4.4.5.3 Satisfaction of County's Obligations. The Parties agree that, subject to the County's performance of its obligations under section 4.4.5.2, above: (a) the portions of the On-Site Parking that are located adjacent to and underneath the Building on the Land, along with the Off-Site Parking together satisfy the County's obligations under section 70330 of the Act to provide to the AOC parking of comparable number, type, and convenience to the parking made available for Court users since the Building's opening in 2002; and (b) the New Southwest Justice Parking, along with the two On-Site Parking spaces that will be located on the New Southwest Justice Land and transferred to the AOC with the New Southwest Justice Real Property, constitute a fair and appropriate number of parking spaces in exchange for the parking spaces relinquished by the AOC at the Indio CAC Courthouse and for the Court's use at the New Southwest Justice Real

Property, consistent with the requirements of the Act. The Parties hereby further agree that, subject to the County's performance of its obligations under section 4.4.5.2, above, from and after the Effective Date of Amendment No. 1 to this Agreement, all obligations of the County under the Indio CAC Transfer Agreement, the Joint Occupancy Agreement for the Indio CAC Courthouse, and the Act to provide parking to the AOC and the Court for the Relinquished Space are fully satisfied by the New Southwest Justice Parking and the two On-Site Parking spaces located on the New Southwest Justice Land.

1.7 Conditions to Closing. Section 5.3.2 is hereby deleted and replaced with the following:

5.3.2 Additional TOT Closing Conditions for the Benefit of the AOC. In addition to the conditions set forth in section 5.3.1.1 above, the AOC is not obligated to consummate the Transfer of Title unless on or before the TOT Closing Date: the PWB has approved the Transfer of Title as evidenced by the AOC's receipt of the Acceptance Document; all obligations of the County under the BI Documents are satisfied and the recorded BI Documents are terminated as encumbrances on the Total Real Property by recordation of appropriate termination documents in the County Recorder's Office; and a title insurance company acceptable to the State Parties is irrevocably committed to issue an owner's policy of title insurance to the State on the TOT Closing Date insuring the State's title to the Total Real Property, free and clear of any liens related to the Bonded Indebtedness and subject only to other exceptions acceptable to the State Parties.

1.8 Representations and Warranties. The County hereby acknowledges and agrees that each and every representation and warranty by the County set forth in section 7.1 of the Transfer Agreement (but excluding sections 7.1.6 and 7.1.10) pertaining to the Real Property shall be deemed to also apply to the New Southwest Justice Real Property.

1.9 County's Indemnities. Sections 8.2.3 and 8.2.4 are hereby deleted in their entirety and replaced with the following:

8.2.3 County Responsibilities. Any event occurring (i) before the TOR Closing Date or which is otherwise attributable to the time prior to the TOR Closing Date, related to the County's ownership, possession, occupancy, or Operation of, or responsibility for, the Real Property, or (ii) before the New Southwest Justice Project Completion Date (as defined in the JOA) or which is otherwise attributable to the time prior to the New Southwest Justice Project Completion Date, related to the County's ownership, possession, occupancy, Operation of, construction activities on, or responsibility for, the New Southwest Justice Real Property; and

8.2.4 CERCLA. Under section 70393(d) of the Act, any liability imposed on the State Parties pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (42 U.S.C. § 9601 et seq.), or related provisions, for conditions that (a) existed in, on, or under: (1) the Real Property at the time of the TOR Closing Date or (2) the New Southwest Justice Real Property at the time of the New Southwest Justice Project Completion Date, in each case whether or not known to the County, or (b) occurred in, on, or under the Real Property and/or the New Southwest Justice Real Property during the Interim Period to the extent caused or exacerbated by any County Party.

1.10 Equity Rights and Interests in Real Property and New Southwest Justice Real Property. As of the Amendment Effective Date, County and the AOC confirm and agree that the AOC and County are entitled to “equity” rights and interests (as the word “equity” is used in the Act) as follows: (a) AOC shall have 76.40 percent and County shall have 23.60 percent with respect to the Real Property; and (b) AOC shall have 100 percent with respect to the New Southwest Justice Real Property.

1.11 Exhibits. **Exhibit “A-1”** attached to this Amendment No. 1 is hereby deemed added to the Transfer Agreement as a new **Exhibit “A-1. Exhibit “D”** to the Transfer Agreement is hereby deleted in its entirety and replaced with **Exhibit “D”** attached hereto.

2. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to them in the Transfer Agreement.

3. Entire Agreement. Subject to the terms and conditions set forth in this Amendment No. 1, the Parties intend that the Transfer Agreement, as modified by this Amendment No. 1, together with the JOA and the MOU, set forth the complete agreement of the Parties with respect to the use, operations, rights, and responsibilities of the Parties in respect of the Total Real Property.

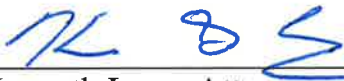
4. Continuing Effect. Except as expressly modified by this Amendment No. 1, the Transfer Agreement remains in full force and effect as originally entered into by the Parties. In the event of a conflict between the provisions of this Amendment No. 1 and the Transfer Agreement, the provisions of this Amendment No. 1 shall prevail.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which will be considered an original and all of which taken together will constitute one and the same instrument.



IN WITNESS WHEREOF, this Amendment No. 1 has been executed as of the day and year first above written.

APPROVED AS TO FORM:  
Administrative Office of the Courts,  
Legal Services

By:   
Name: Kenneth Levy, Attorney

Date: 7/2/, 2014

ATTEST:  
CLERK OF THE BOARD  
Kecia Harper-Ihem

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_, 2014

APPROVED AS TO FORM:  
Greg Priamos, County Counsel

By:   
Deputy County Counsel

Date: 8/5/14

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

By:   
Name: Grant Walker  
Title: Senior Manager, Business Services

Date: 7/18/14, 2014

**COUNTY OF RIVERSIDE, a body  
corporate and politic**

By: \_\_\_\_\_  
Name: Jeff Stone  
Title: Chairman, Board of Supervisors  
Date: \_\_\_\_\_

**EXHIBIT "A-1"**

**DEPICTION OF APPROXIMATE, ANTICIPATED BOUNDARIES, SIZES, AND  
CONFIGURATIONS OF THE REAL PROPERTY AND THE NEW SOUTHWEST  
JUSTICE REAL PROPERTY, AND PARKING PLAN**

**(See Attached)**

The site plan illustrates the layout of the University of Illinois at Chicago campus. Key features include:

- Buildings:**
  - Red Building:** The central building, labeled "BUILDING".
  - Yellow Building:** The "NEW SOUTHWEST JUSTICE BUILDING".
  - Blue Buildings:** "AVENUE HALL BLDG. A", "AVENUE HALL BLDG. B", "AVENUE HALL BLDG. C", "CENTRAL PLANT BLDG. E", and "PARKER BLDG. D".
  - Green Buildings:** "ALL BLDG. A", "ALL BLDG. B", "ALL BLDG. C", "ALL BLDG. D", and "ALL BLDG. E".
- Other Features:**
  - Secure Corridor:** A path connecting the new southwest justice building to the main building.
  - Parking Lots:** Numerous parking areas are shown throughout the campus.
  - Bus Stop:** Located near the bottom right, labeled "BUS STOP".
  - Bus Loop:** A circular path for buses, labeled "BUS LOOP".
  - North Arrow:** Located in the top right corner.

# SOUTHWEST JUSTICE CENTER PARKING PLAN

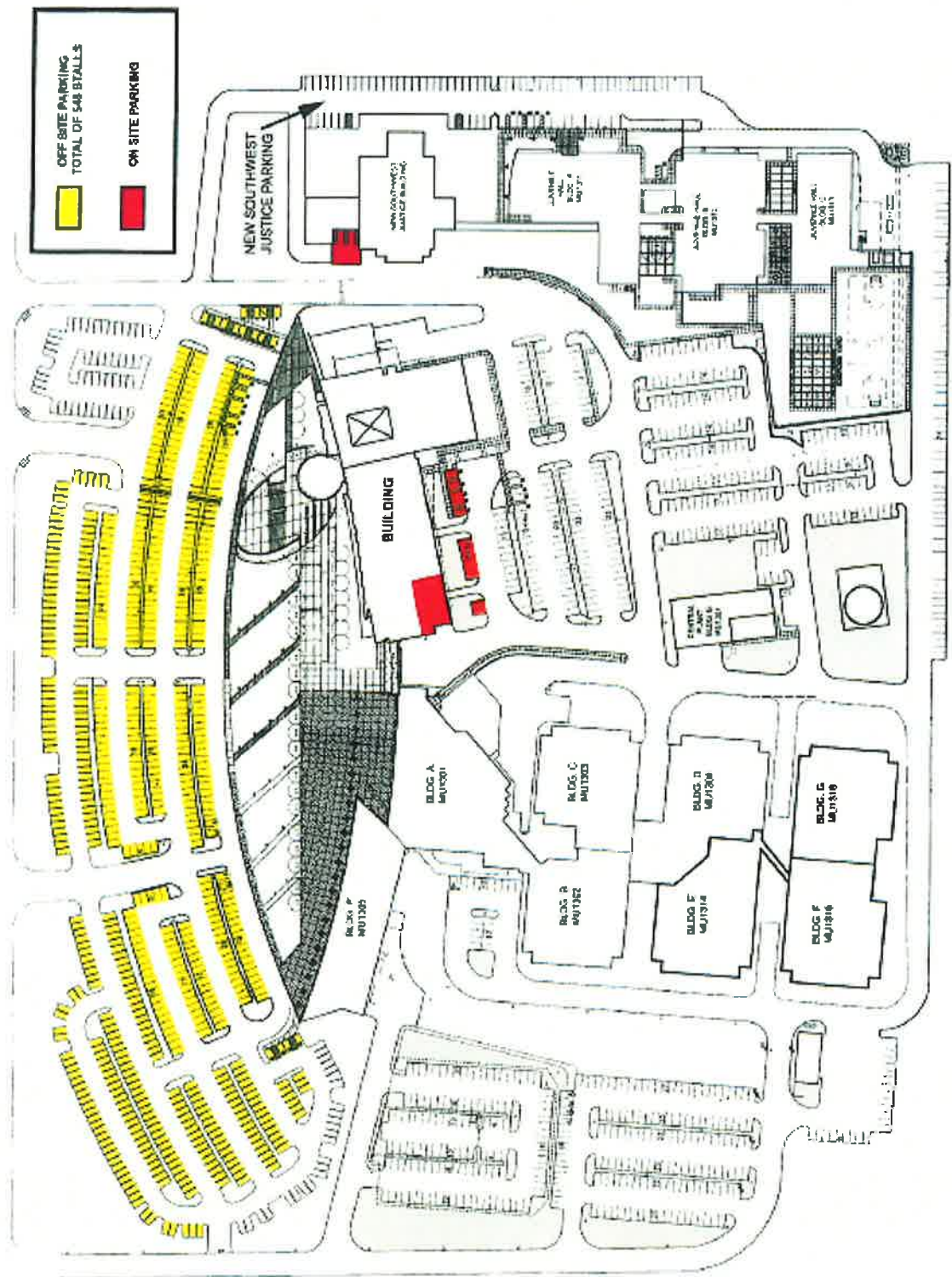
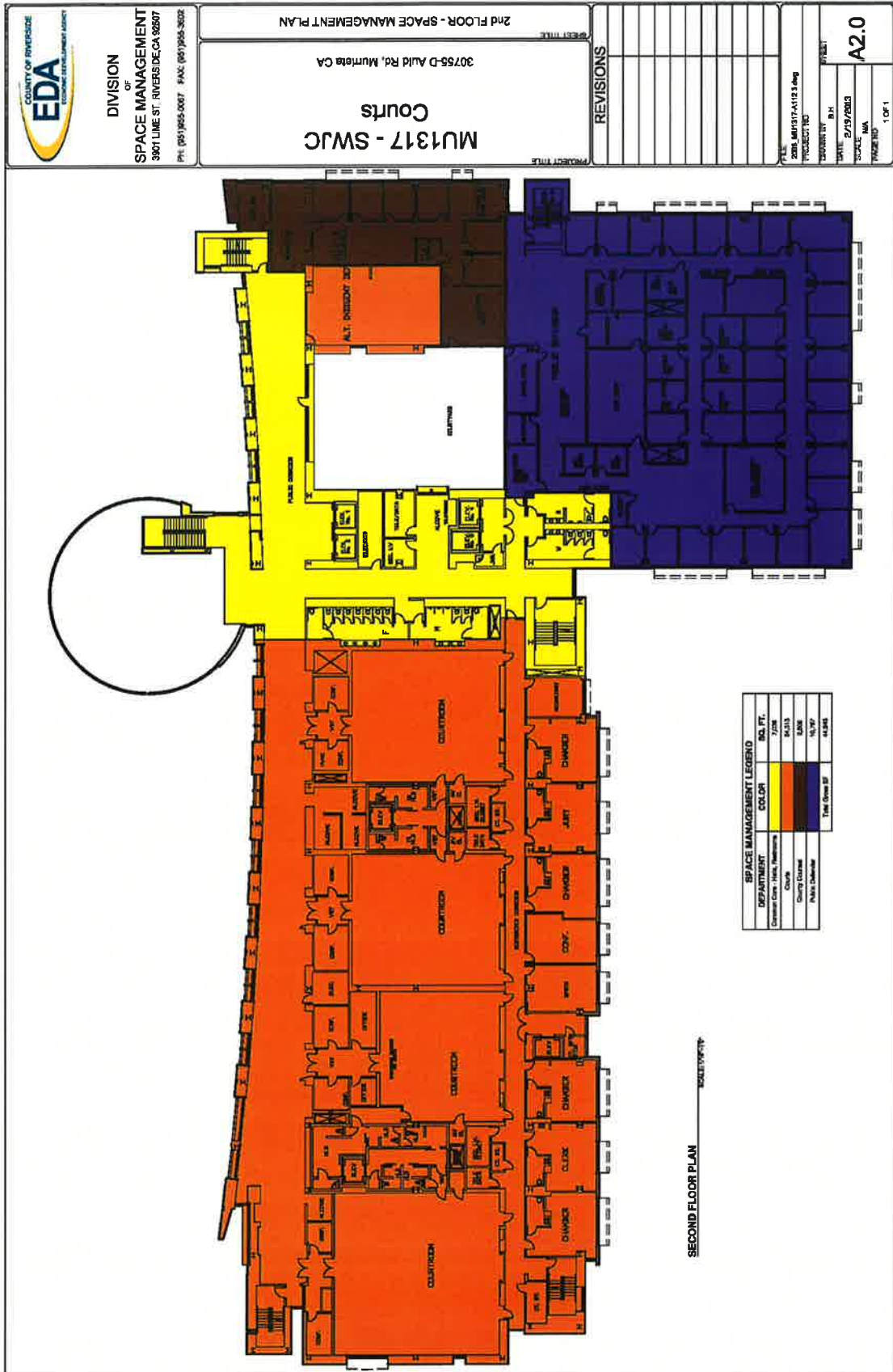


EXHIBIT "D"

COPY OF FLOOR PLANS FOR THE BUILDING

(See Attached)





Facility: #33-M1

Building Name: Southwest Justice Center

Building Address: 30755-D Auld Rd., Murrieta, CA 92563

**AMENDMENT NO. 2 TO THE  
JOINT OCCUPANCY AGREEMENT  
BETWEEN  
THE JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS,  
AND  
THE COUNTY OF RIVERSIDE**

**AMENDMENT NO. 2  
TO THE JOINT OCCUPANCY AGREEMENT  
FOR THE SOUTHWEST JUSTICE CENTER COURT FACILITY**

THIS AMENDMENT NO. 2 TO JOINT OCCUPANCY AGREEMENT (this "**Amendment No. 2**") is deemed entered into as of the Amendment No. 2 Effective Date, by and between THE JUDICIAL COUNCIL OF CALIFORNIA (the "**Council**"), ADMINISTRATIVE OFFICE OF THE COURTS (together with the Council, the "**AOC**"), and THE COUNTY OF RIVERSIDE (the "**County**").

**RECITALS**

A. The AOC and County have previously entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, dated as of December 16, 2008 ("**Transfer Agreement**") in respect of the trial court facility commonly known as the Southwest Justice Center Court Facility. Concurrently, the AOC and the County entered into that certain Joint Occupancy Agreement, as amended by that certain Amendment to Joint Occupancy Agreement, dated March 31, 2009 (the "**JOA**"), setting forth the terms governing the Parties' respective rights and responsibilities regarding their shared possession, occupancy, and use of the Real Property, as described in the JOA;

B. The AOC and the County entered into that certain Transfer Agreement for the Transfer of Responsibility, with an effective date of December 23, 2008 (the "**Indio CAC Transfer Agreement**"), pursuant to which the County transferred and delegated, and the AOC accepted and assumed, certain rights, interests, duties, and liabilities with respect to a portion of the trial court facility commonly known as the Indio CAC Annex Justice Center, located at 87-675 Highway 111, Indio, California 92201 (the "**Indio CAC Courthouse**");

C. Pursuant to that certain Memorandum of Understanding Regarding New Replacement Space for Indio CAC Annex Courthouse, by and between the Parties, dated as of February 26, 2013 (the "**MOU**"), the AOC agreed to vacate 23,252 square feet of the Indio CAC Courthouse and to relinquish the AOC's corresponding Equity (as the word "equity" is used in the Act) interest that was previously transferred to the AOC under the Indio CAC Transfer Agreement (the "**Relinquished Space**"), and the County agreed to replace the Relinquished Space with other space to be exclusively occupied and used by the AOC, together with the corresponding Equity interest in such space, including: (i) the New Southwest Justice Building (as defined below); (ii) 1,142 square feet of space in the Building that was previously occupied and used by the County and designated as County Exclusive-Use Area (the "**Swap Space**"); and (iii) 8,658 square feet of space in the court facility commonly known as the Larson Justice Center, located at 46-200 Oasis Street, Indio, California;



D. The AOC and the County now wish to effectuate through this Amendment No. 2 the partial replacement of the Relinquished Space with the New Southwest Justice Building and the Swap Space, together with the corresponding Equity interest in such replacement space, upon the terms and conditions set forth herein;

E. The AOC and County agree that this Amendment No. 2 will amend the Parties' respective Shares to reflect the addition of the Swap Space to the Court Exclusive-Use Area and the elimination of the Swap Space from the County Exclusive-Use Area;

F. The AOC and County agree that the AOC Share, the County Share, the Court Exclusive-Use Area, the County Exclusive-Use Area, and the Total Exclusive-Use Area will pertain only to the Building and Real Property, and will not be adjusted for the addition of the New Southwest Justice Real Property;

G. The AOC shall be responsible, at its sole cost and expense, for the Operation of the New Southwest Justice Real Property; and

H. On the Amendment No. 2 Effective Date, the AOC and County will concurrently enter into that certain Amendment No. 1 to the Transfer Agreement for the Southwest Justice Center Court Facility, dated the Amendment No. 2 Effective Date, to provide, among other things, the terms and conditions for the Transfer of Title in and to the New Southwest Justice Center Real Property to the State.

NOW, THEREFORE, the AOC and the County agree as follows:

1. Amendments to JOA.

1.1 Amendment of Existing Definitions. Effective on the Amendment No. 2 Effective Date, the following definitions set forth in Section 2 of the JOA are hereby deleted in their entirety and replaced with the following amended definitions:

**"AOC Share"** means 76.40 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the Court in the Building.

**"County Exclusive-Use Area"** means the 40,389 square feet of the floor space in the Building, which are exclusively occupied and used by the County, as depicted on floor plans of the Building as part of **Attachment "2"** to this JOA.

**"County Share"** means 23.60 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County in the Building.

**"Court Exclusive-Use Area"** means the 130,756 square feet of the floor space in the Building that are exclusively occupied and used by the Court, as depicted on the floor plans of the Building attached hereto as part of **Attachment "2"** to this JOA.

**“Liability Claim”** means any demand, complaint, cause of action, or claim alleging: (i) bodily injury 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 Total 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 Total Real Property, but excludes all AOC Claims.

**“Operation”** means the administration, management, maintenance, and repair of designated areas of the Real Property and the New Southwest Justice Real Property, as the context requires, but does not include custodial services, which are not governed by this JOA.

**“Owner”** means the Party that owns fee title to the Total Real Property, which is the County prior to the Transfer of Title, and the AOC after the Transfer of Title.

**“Property Damage Claim”** means any claim or demand arising from or related to direct, physical loss or damage to the Real Property or the New Southwest Justice Real Property that is required to be covered by the Property Insurance Policies or the New Southwest Justice Property Insurance Policies, respectively.

**“Property Loss”** means any loss or damage to, or destruction of, all or a part of the Total Real Property that arises from a cause that is required to be covered under the terms of the New Southwest Justice Property Insurance Policies and/or the Property Insurance Policies.

1.2 Addition of New Definitions. The following definitions are hereby added to Section 2 of the JOA as follows:

**“Amendment No. 2 Effective Date”** means the date on which this Amendment No. 2 is signed by the last of the Parties to sign.

**“MOU”** means that certain Memorandum of Understanding Regarding New Replacement Space for Indio CAC Annex Courthouse, by and between the Parties, dated as of February 26, 2013, pursuant to which the County agreed to, among other things, construct the New Southwest Justice Building on the New Southwest Justice Land.

**“New Southwest Justice Building”** means the new approximately 13,452 square foot building that the Parties tentatively expect will be called the Southwest Justice Center Juvenile Court and other related improvements, consisting of two courtrooms, two judges’ chambers, support office space, and two secured parking spaces, all of which the County will construct on the New Southwest Justice Land, at the County’s cost and expense, upon the terms and conditions sets forth in the MOU and this

JOA, and in the approximate location as depicted on the site plan attached to this JOA as part of **Attachment “2”**.

**“New Southwest Justice Grounds Area”** means the portion of the New Southwest Justice Land surrounding the New Southwest Justice Building, approximately as depicted on **Attachment “2”** to this JOA.

**“New Southwest Justice Land”** means a portion of the Parcel in close proximity to the Land, the approximate location and configuration of which is expected to be approximately as depicted on the site plan attached to this JOA as part of **Attachment “2”**; however, the Parties acknowledge that: (i) the New Southwest Justice Land shown on **Attachment “2”** hereto was sized for a two-story New Southwest Justice Building; (ii) the County has not yet completed, and the AOC has not yet approved pursuant to section 3 of the MOU, the final plans, specifications, and construction documents for the New Southwest Justice Building; and (iii) the final, approved design, plans, specifications, and construction documents for the New Southwest Justice Building may provide for the New Southwest Justice Building to be constructed as a one-story building, in which case, the size of the New Southwest Justice Land may need to be increased. The Parties further acknowledge that the New Southwest Justice Land will not include any portion of the Secure Corridor, the entirety of which shall be owned in fee by the County.

**“New Southwest Justice Parking”** means the parking adjacent to the New Southwest Justice Land, which is located on the portion of the Parcel to which the County will retain ownership, and which will contain a total of 58 parking spaces, as follows: (a) 46 parking spaces to be used non-exclusively on a first come, first served basis by the Court, County, and general public; and (b) 12 parking spaces designated and reserved for use by the Court; all approximately as depicted on the site plan attached to this JOA as part of **Attachment “2”**.

**“New Southwest Justice Project”** means the planning, design, development, construction, and completion of all of the components of the New Southwest Justice Real Property for the use and occupancy of the AOC.

**“New Southwest Justice Real Property”** means the New Southwest Justice Land and associated improvements thereon, including without limitation, the New Southwest Justice Building.

**“New Southwest Justice Project Completion Date”** means the earlier of: (a) the date upon which certificates of occupancy for the New Southwest Justice Building have been issued by the State or local authorities with jurisdiction (including the State Fire Marshall) and the entirety of the New Southwest Justice Building is ready for occupancy and use by the Court for its intended purpose; or (b) the date following 180

days after the Court commences occupancy and use of the entire New Southwest Justice Building.

**“New Southwest Justice Property Insurance Costs”** means all costs of providing the New Southwest Justice Property Insurance Policies, including premiums, deductibles, and self-insurance retention amounts under County’s self-insurance program.

**“New Southwest Justice Property Insurance Policies”** means one or more policies of property insurance maintained by the County that insure the New Southwest Justice Real Property against those risks covered under a form of coverage with terms and conditions as comprehensive as those 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 percent replacement cost of the New Southwest Justice Real Property. County’s obligation to provide the New Southwest Justice Property Insurance Policies may be satisfied, in whole or in part, by any self-insurance or deductible maintained by the County for the Southwest Justice Real Property, or by County’s participation in a joint powers authority established for the purpose of pooling self-insured claims. During the Interim Period, while any part of the New Southwest Justice Real Property is subject to the Bonded Indebtedness, the New Southwest Justice Property Insurance Policies will include all property insurance coverage the County is required to maintain for the New Southwest Justice Real Property under the BI Documents. Should the County provide property insurance through a self-insurance program, the County will be responsible to restore a Property Loss of the New Southwest Justice Real Property in the same manner as if the New Southwest Justice Real Property were insured under the terms of an All Risk/Special Form property insurance policy (as provided for in a standard commercially used property policy form such as an Insurance Services Office (ISO) form or equivalent), and when, applicable, the comprehensive form of equipment breakdown insurance.

**“Parcel”** means that certain County campus upon which the Land, the New Southwest Justice Land, and certain other County buildings and land are located, as more particularly described on Exhibit “A” to the Agreement and depicted on **Attachment “2”** to the JOA.

**“Secure Corridor”** means that certain narrow strip of land extending between the County’s Juvenile Hall and the New Southwest Justice Building on which the County intends to construct an above-ground, enclosed corridor to be used for the secure transport of juveniles to, from, and between the County’s Juvenile Hall and the New Southwest Justice Building. The approximate, anticipated location of the Secure Corridor is shown in pale yellow and identified as “Secure Corridor” on the site plan attached to this JOA as part of **Attachment “2”**; however, the Parties acknowledge that the exact location, dimensions, and configuration of the Secure Corridor will depend upon the final location of the New Southwest Justice Building. For the sake of clarity,

the Parties further acknowledge that they expect that one end of the Secure Corridor will be immediately adjacent to an entrance to the New Southwest Justice Building, and that the legal description of the New Southwest Justice Land, when prepared pursuant to Section 4.1.1 of the Transfer Agreement, will exclude all parts of the Secure Corridor including the portion thereof that is immediately adjacent to the New Southwest Justice Building.

**“Total Real Property”** means the Real Property and the New Southwest Justice Real Property.

1.3 Grounds Area and New Southwest Justice Grounds Area Costs. Section 4.5.2 of the JOA is hereby deleted in its entirety and replaced with the following:

4.5.2 Grounds Costs. The terms of Section 4 of this JOA apply to the Shared Costs incurred in Operation of the Grounds Area, which shall be allocated between the Parties based on the AOC Share and the County Share. The terms of Section 4 of this JOA do not apply to the costs incurred in Operation of the New Southwest Justice Grounds Area, which shall be the sole and exclusive responsibility of the AOC.

1.4 Utilities Provided to New Southwest Justice Real Property. New Section 4.5.3.1 is hereby added to the JOA, as follows:

4.5.3.1 Utilities Costs for New Southwest Justice Real Property. The AOC shall be solely responsible for direct payment of 100 percent of the fees and charges for all utilities services provided to the New Southwest Justice Real Property, including without limitation, electricity, gas, water, sewer, and trash removal.

1.5 Construction of the New Southwest Juvenile Justice Center. New Sections 3.10 and 3.11 are hereby added to the JOA, as follows:

3.10 New Southwest Justice Building.

3.10.1 General Design and Construction Provisions. The County is responsible, at its sole cost and expense, for the design and construction of the New Southwest Justice Project, subject to the terms and conditions of the MOU and this JOA. The AOC acknowledges that the County is currently undergoing the selection process for an architectural firm for the design of the New Southwest Justice Project, and the selection of said architectural firm shall be subject to the AOC’s prior, written approval in its sole and absolute discretion. The AOC agrees to cooperate fully with all reasonable requests of the County relating to the design and construction of the New Southwest Justice Project, in a good faith effort to

facilitate the timely design and construction of the New Southwest Justice Project in accordance with the MOU and this JOA. The AOC will use its best efforts to avoid unreasonably interfering with or delaying the County's efforts relating to the design and construction of the New Southwest Justice Project. The County will use its best efforts to avoid unreasonably interfering with the AOC's use and occupancy of the Real Property during the time in which the New Southwest Justice Project is under construction. The County acknowledges and agrees that all costs and expenses of the New Southwest Justice Project shall be borne solely by the County, including, without limitation, the costs of planning, design, approvals, and construction ("**Total Project Costs**"). In addition, the County shall pay the AOC an amount equal to three percent of the Total Project Costs, not to exceed \$132,200, for project and construction management and overseeing the planning, design, and construction of the New Southwest Justice Project. The County acknowledges that, pursuant to the MOU and this JOA, all final plans, specifications, and construction documents for the New Southwest Justice Project will be subject to the AOC's prior written approval and shall, among other things: (a) incorporate all applicable Design Guidelines from the California Trial Court Facilities Standards of 2011 issued by the Judicial Council of California (August 2011), as amended; (b) fully comply with all regulatory approvals; (c) provide for all utilities serving the New Southwest Justice Real Property to be metered separately from the Utilities serving the Real Property and/or the utilities serving any other part of the Parcel; and (d) provide for the New Southwest Justice Real Property not to be connected to or receive any utilities from the Central Plant. The AOC's approval of the final plans, specifications, and construction documents shall not relieve the County from its responsibility or liability for the means, methods, techniques, sequences, or procedures of construction of the New Southwest Justice Project, nor shall the AOC's approval of the plans, specifications, and construction documents subject the AOC to any liability for any aspect of the New Southwest Justice Project, nor shall any such approval be deemed a guarantee of the constructability of the New Southwest Justice Project. Upon completion of the New Southwest Justice Project, the County shall provide as-built plans for the New Southwest Justice Building to the AOC. The County is fully obligated to deliver occupancy of the New Southwest Justice Project in accordance with the project schedules and delivery dates outlined in **Attachment "3"** to the JOA, attached hereto and incorporated herein by this reference. In the event that the County fails to timely deliver full occupancy of the New Southwest Justice Project to the Court on or prior to July 22, 2016, the County shall, at its sole cost and expense, provide the AOC and the Court with alternative swing space commensurate to the New Southwest Justice Building until the New Southwest Justice Real Property

is available for full occupancy by the Court. The County shall coordinate with the Court and pay any and all relocation expenses of the Court and AOC in connection with the relocation of the Court to the New Southwest Justice Real Property and to any alternative swing space if the New Southwest Justice Project is not timely delivered, including without limitation, all moving, telecommunications, supplies, and other relocation costs.

The Parties agree that the MOU is not intended to be, and is not, superseded or replaced by this Amendment No. 2, and that the MOU will remain in full force and effect in accordance with its terms on, after, and notwithstanding the Amendment No. 2 Effective Date.

3.10.2 Permits and Approvals. The County is responsible to obtain all permits and approvals required by the construction of the New Southwest Justice Building and the development of the New Southwest Justice Project (including all applicable requirements under CEQA) and to ensure that all work performed in connection with the construction and development of the New Southwest Justice Project is performed in compliance with applicable Law, and in a good and workmanlike manner, and the County will be responsible, at its sole expense, to cure all patent and latent defects in the New Southwest Justice Real Property resulting from the design or construction of the New Southwest Justice Project, promptly following the discovery of any such defects.

3.10.3 Insurance; Indemnification. The County agrees that, in connection with the construction of the New Southwest Justice Project, the County will obtain and maintain (or require its contractor to obtain and maintain), policies of insurance having terms, conditions, and limits of liability consistent with those described in **Attachment "5"** attached to and made a part of this Amendment No. 2. The County will indemnify, and hold harmless the AOC from and against all loss, cost, damage, expense, and or liability of any and every kind and nature (including but not limited to reasonable attorney fees and costs) incurred, suffered by, or claimed against the AOC, by reason of, arising out of, or relating to the construction or the administration of the construction of the New Southwest Justice Project, except when and to the extent that any such loss, cost, damage, expense, and/or liability arise out of or relate to the gross negligence or willful misconduct of the AOC.

3.10.4 Exclusive-Use of New Southwest Justice Real Property; No Adjustment to Shares. Upon and after the New Southwest Justice Project Completion Date, the Court shall have the exclusive right to occupy and use the New Southwest Justice Real Property, and subject to

the terms set forth in Section 4.3.3 of the Agreement, the AOC shall have the right to lease or license any portion of the New Southwest Justice Real Property to third parties without the consent of the County. The AOC shall be 100 percent responsible, at its sole cost and expense, for the Operation of the New Southwest Justice Real Property. The utilities serving the New Southwest Justice Real Property shall be metered separately from the Real Property and shall neither be supported by any of the existing utilities serving the Parcel, nor tie into the Central Plant. For sake of clarity, the defined terms Common Area, Exclusive-Use Area, Total Exclusive-Use Area, Share, and Shared Costs as set forth in this JOA, refer solely to the Real Property, and do not pertain to the New Southwest Justice Real Property or any portion thereof or interest therein.

3.11 Equity Rights and Interests in Real Property and New Southwest Justice Real Property. As of the Amendment No. 2 Effective Date, the County and the AOC confirm and agree that the AOC and County are entitled to Equity rights and interests (as the word "equity" is used in the Act) as follows: (a) AOC shall have an Equity interest of 76.40 percent and County shall have an Equity interest of 23.60 percent with respect to the Real Property; and (b) AOC shall have an Equity interest of 100 percent with respect to the New Southwest Justice Real Property. For the sake of clarity, the County shall have no Equity rights or interest with respect to the new Southwest Justice Real Property, and the AOC shall have no Equity rights or interest with respect to any part of the Parcel other than as provided herein and in the Transfer Agreement with respect to the Total Real Property.

1.6 Property Insurance for New Southwest Justice Real Property. New Sections 6.7 and 6.8 are hereby added to the JOA, as follows:

6.7 Party Responsible to Provide New Southwest Justice Property Insurance Policies.

6.7.1 Interim Period for New Southwest Justice Real Property. Until the Transfer of Title has been completed, which will occur when the Bonded Indebtedness no longer encumbers any part of the New Southwest Justice Real Property: (i) County will obtain and maintain the New Southwest Justice Property Insurance Policies for the New Southwest Justice Real Property on the terms set forth below in this Section 6.7 and Section 6.8 of this JOA; and (ii) any inconsistency between the terms of this JOA and the terms of the BI Documents regarding the County's obligation to insure the New Southwest Justice Real Property will be resolved in favor of the terms of the BI Documents.



6.7.2 After the Transfer of Title of New Southwest Justice Real Property. On and after the date that the Transfer of Title has been completed, Section 6.8 shall be of no further force or effect whatsoever, and AOC shall be solely responsible to obtain and maintain property insurance for the New Southwest Justice Real Property in its sole and absolute discretion. After the Transfer of Title, all insurance proceeds of the insurance policies maintained by the AOC after the Transfer of Title shall inure to the benefit of the AOC and County shall have no rights or interest therein.

6.8 New Southwest Justice Property Insurance to be Maintained during Interim Period. During the entire Interim Period, County will provide the New Southwest Justice Property Insurance Policies and maintain them in full force and effect, and will make direct payment of all New Southwest Justice Property Insurance Costs. During the period prior to the New Southwest Justice Project Completion Date, County shall be responsible, at its sole cost and expense, for the New Southwest Justice Property Insurance Costs. From and after the New Southwest Justice Project Completion Date and continuing until the date that the Transfer of Title has been completed, the New Southwest Justice Property Insurance Costs incurred during such period are to be reimbursed by the AOC in the same manner as the Property Insurance Costs are to be reimbursed as set forth in Section 4 of this JOA, except that the AOC shall reimburse 100% of such New Southwest Justice Property Insurance Costs to the County. The New Southwest Justice Property Insurance Policies shall comply in all respects with the requirements and standards applicable to the Property Insurance Policies set forth in Section 6.2 hereof.

6.8.1 Allocation of Risk for Property Damage Claims. While County is providing and maintaining the New Southwest Justice Property Insurance Policies, County will bear all of the risk arising from Property Damage Claims, and County hereby waives, and County will cause the providers of its Property Insurance Policies to waive, all rights of recovery against the AOC and its applicable insurer(s) for any Property Damage Claims payable under, the terms and conditions of the New Southwest Justice Property Insurance Policies. County will be solely and exclusively responsible to tender to the providers of its New Southwest Justice Property Insurance Policies, and to process and pursue to final resolution, any and all Property Damage Claims, including (if covered by the New Southwest Justice Property Insurance Policies) claims for costs associated with obtaining, and relocating Court operations to, alternate space while any portion of the New Southwest Justice 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 the acts or omissions of either Party, other than those exclusions specifically set forth in the New Southwest Justice Property Insurance Policies.

6.8.2 Compliance with New Southwest Justice Property Insurance Policies. While the County is providing and maintaining the New Southwest Justice Property Insurance Policies under this JOA, the County will provide the AOC with verification that the New Southwest Justice Property Insurance Policies are in full force and effect and, at the request of the AOC, with copies of the New Southwest Justice Property Insurance Policies, as the New Southwest Justice 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 New Southwest Justice Real Property that are set forth in the New Southwest Justice Property Insurance Policies and that County has provided to the AOC.

6.8.3 New Southwest Justice Property Insurance Proceeds.

6.8.3.1 Allocation During Interim Period Only. While the New Southwest Justice Real Property is subject to the Bonded Indebtedness and during the Interim Period, this Section 6.8.3.1 will apply. Within 30 days after the occurrence of any Property Loss during the Interim Period, the Parties will meet and confer, in good faith, to discuss how the proceeds of the New Southwest Justice Property Insurance Policies will be used, and to ensure that all requirements of the BI Documents concerning those insurance proceeds are met. Notwithstanding the foregoing, in no event will the proceeds of the New Southwest Justice Property Insurance Policies be allocated or used in a manner that results in a breach or default under the BI Documents. If, at the time of any Property Loss, the proceeds of any New Southwest Justice Property Insurance Policies for any reason cannot or will not be used to restore or replace the damaged portions of the New Southwest Justice Real Property (“**New Southwest Justice Damaged Property**”), the Parties will promptly meet to determine how the insurance proceeds will be allocated and used, and how the New Southwest Justice Damaged Property will be restored or replaced, if at all. The County will, to the fullest extent permitted by Law, continue to make all payments and perform all obligations if, as, and when required under the terms of the BI Documents, until the Bonded Indebtedness has been fully repaid and satisfied, irrespective of any Property Loss. If, as a result of the meet and confer process described above, the Parties decide that the insurance proceeds arising from the Property Damage Claim will not be used to

restore or replace the New Southwest Justice Damaged Property, but rather will be used to fully repay and satisfy the Bonded Indebtedness, then the County and the AOC shall, promptly upon full repayment and satisfaction of the Bonded Indebtedness, consummate a Transfer of Title in accordance with the applicable terms and conditions of the Agreement. If the Parties elect not to restore or replace the New Southwest Justice Damaged Property with the proceeds of the New Southwest Justice Property Insurance Policies, and County does not, for any reason, consummate the Transfer of Title pursuant to the foregoing sentence, then if any portion of the New Southwest Justice Building is uninhabitable as a result of the Property Loss, the County must provide the AOC with suitable and necessary court facilities of at least equal size, convenience, condition, and utility to the Court Facility, under Section 70325(c) of the Act.

1.7 New Southwest Justice Parking. Section 4.5.1 is hereby deleted in its entirety and replaced with the following:

4.5.1 Parking Area Costs. The terms of Section 4 of this JOA apply to the Shared Costs incurred in Operation of the On-Site and Off-Site Parking Area. The AOC is responsible, at its sole cost and expense, for all costs incurred with respect to the Operation of the On-Site Parking Area, including the two secured spaces locate on the New Southwest Justice Land, and those costs and expenses will not be included as a Shared Cost. The County is responsible, at its sole cost and expense, for all costs incurred with respect to the Operation of the Off-Site Parking Area, the location of which is depicted on **Attachment "2"**, and for all costs incurred with respect to Operation of the New Southwest Justice Parking, the approximate location of which is depicted on **Attachment "2"**, and those costs and expenses will not be included as a Shared Cost or otherwise charged to the AOC.

1.8 Damage or Destruction. Section 7.1 is hereby deleted in its entirety and replaced with the following:

7.1 Property Loss During Interim Period and After Transfer of Title.

7.1.1 Real Property. During the Interim Period, the terms of Section 6.1.1 and 6.2.3.1 of this JOA govern in respect of any Property Loss of the Real Property, and Section 6.2.3.2 and this Section 7 are of no force or effect. After the Transfer of Title, Section 6.2.3.2 and this Section 7 of this JOA will govern and apply in respect of any Property Loss of the Real Property or related Property Damage Claim, and Sections 6.1.1 and 6.2.3.1 of this JOA will be of no further force or effect whatsoever, except

only as to any Property Loss of the Real Property or related Property Damage Claim that occurred or commenced during the Interim Period.

7.1.2 New Southwest Justice Real Property. During the Interim Period, the terms of Section 6.8.3 of this JOA govern in respect of any Property Loss of the New Southwest Justice Real Property. After the Transfer of Title, Section 6.8.3 will be of no further force or effect whatsoever except only as to any Property Loss of the New Southwest Justice Real Property or related Property Damage Claim that occurred or commenced during the Interim Period.

1.9 Claims. Section 6.4.2 is hereby deleted in its entirety and replaced with the following:

6.4.2 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 Total Real Property (“**Incident**”) that is or could result in any Property Damage 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 any notice of a Property Damage Claim, the Parties will work together, diligently and in good faith, to preserve and protect the Total Real Property from further damage or deterioration, to prepare inventories of all items of Damaged Property and the New Southwest Justice Damaged Property, as applicable, and to allow necessary access to the Total Real Property so that Property Damage Claims can be processed to their final resolution. Following any notice of a Liability Claim or an AOC Claim, 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.

1.10 Condemnation. Article 9 of the JOA is hereby deleted in its entirety and replaced with the following:

## **9. CONDEMNATION**

If either Party receives written notice advising of an actual or intended condemnation of the Total 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. With respect to the Real Property, each Party will be entitled to its Share of the condemnation proceeds. With respect to the New Southwest Justice Real Property, the AOC shall be entitled to 100% of the condemnation proceeds.

1.11 Attachments. **Attachment “2”** to the JOA is deleted in its entirety and replaced with **Attachment “2”** attached hereto and incorporated herein by this reference. **Attachment “3”** to the JOA is deleted in its entirety and replaced with **Attachment “3”** attached hereto and incorporated herein by this reference. **Attachment “5”** to this Amendment No. 2 is hereby added as **Attachment “5”** to the JOA.

2. Entire Agreement. Subject to the terms and conditions set forth in this Amendment No. 2, the Parties intend that the JOA, as modified by this Amendment No. 2, together with the Transfer Agreement, as modified by that certain Amendment No. 1 to the Transfer Agreement being executed concurrently herewith, set forth the complete agreement of the Parties with respect to the use, operation, rights, and responsibilities of the Parties in respect of the Real Property and the New Southwest Justice Real Property.

3. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment No. 2 shall have the meanings ascribed to them in the JOA.

4. Continuing Effect. Except as expressly modified by this Amendment No. 2, the JOA remains in full force and effect as originally entered into by the Parties.

5. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which will be considered an original and all of which taken together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment No. 2 has been executed as of the day and year first above written.

APPROVED AS TO FORM:  
Administrative Office of the Courts,  
Legal Services Office

By:   
Name: Kenneth Levy, Attorney

Date: 7/2/, 2014

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

By:   
Name: Grant Walker

Title: Senior Manager, Business Services

Date: 7/13/14, 2014

ATTEST:  
CLERK OF THE BOARD  
Kecia Harper-Ihem

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_, 2014

**COUNTY OF RIVERSIDE, a body  
corporate and politic**

By: \_\_\_\_\_  
Name: Jeff Stone  
Title: Chairman, Board of Supervisors  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Greg Priamos, County Counsel

By:   
Deputy County Counsel

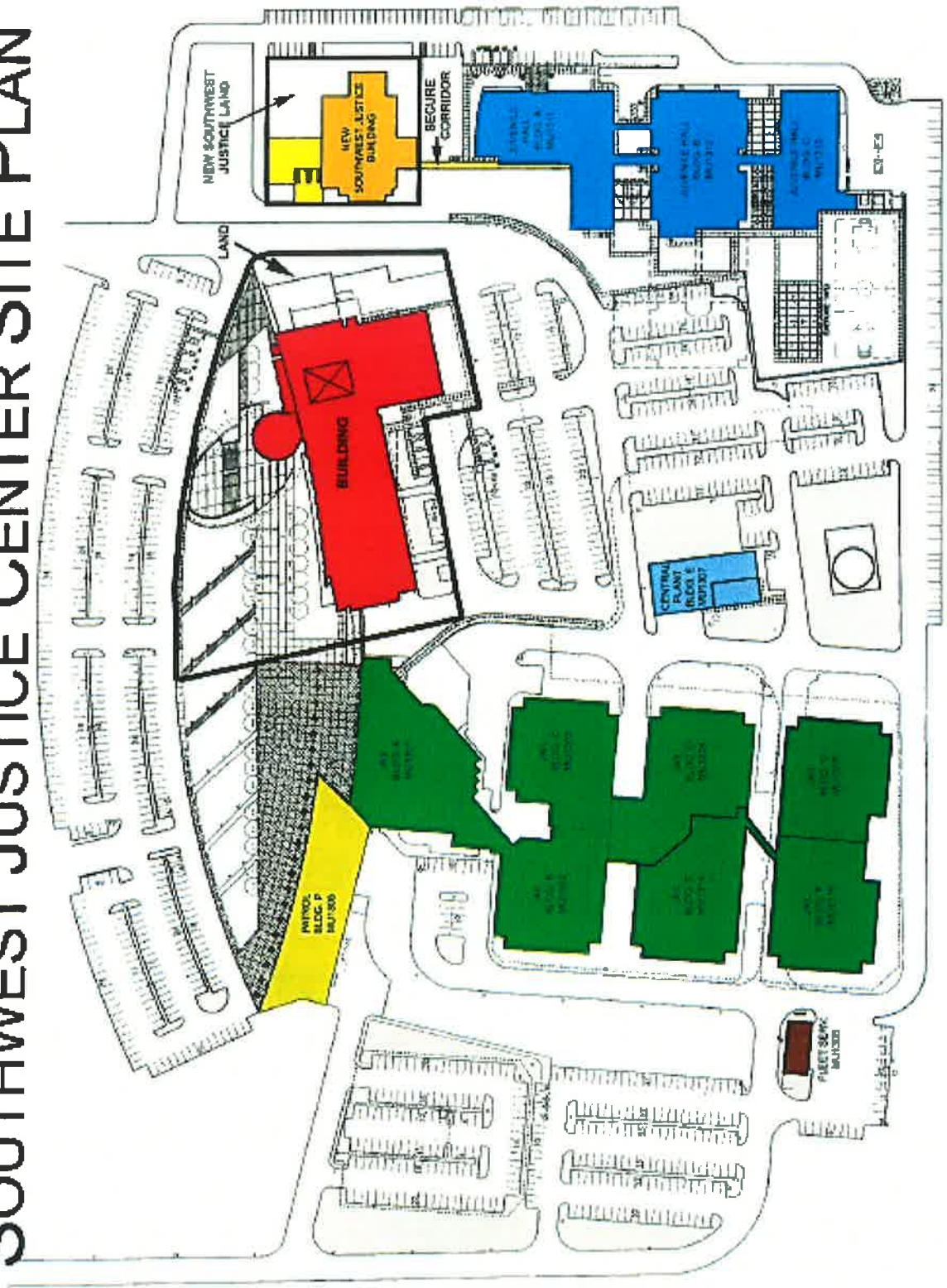
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**ATTACHMENT "2" TO JOA**

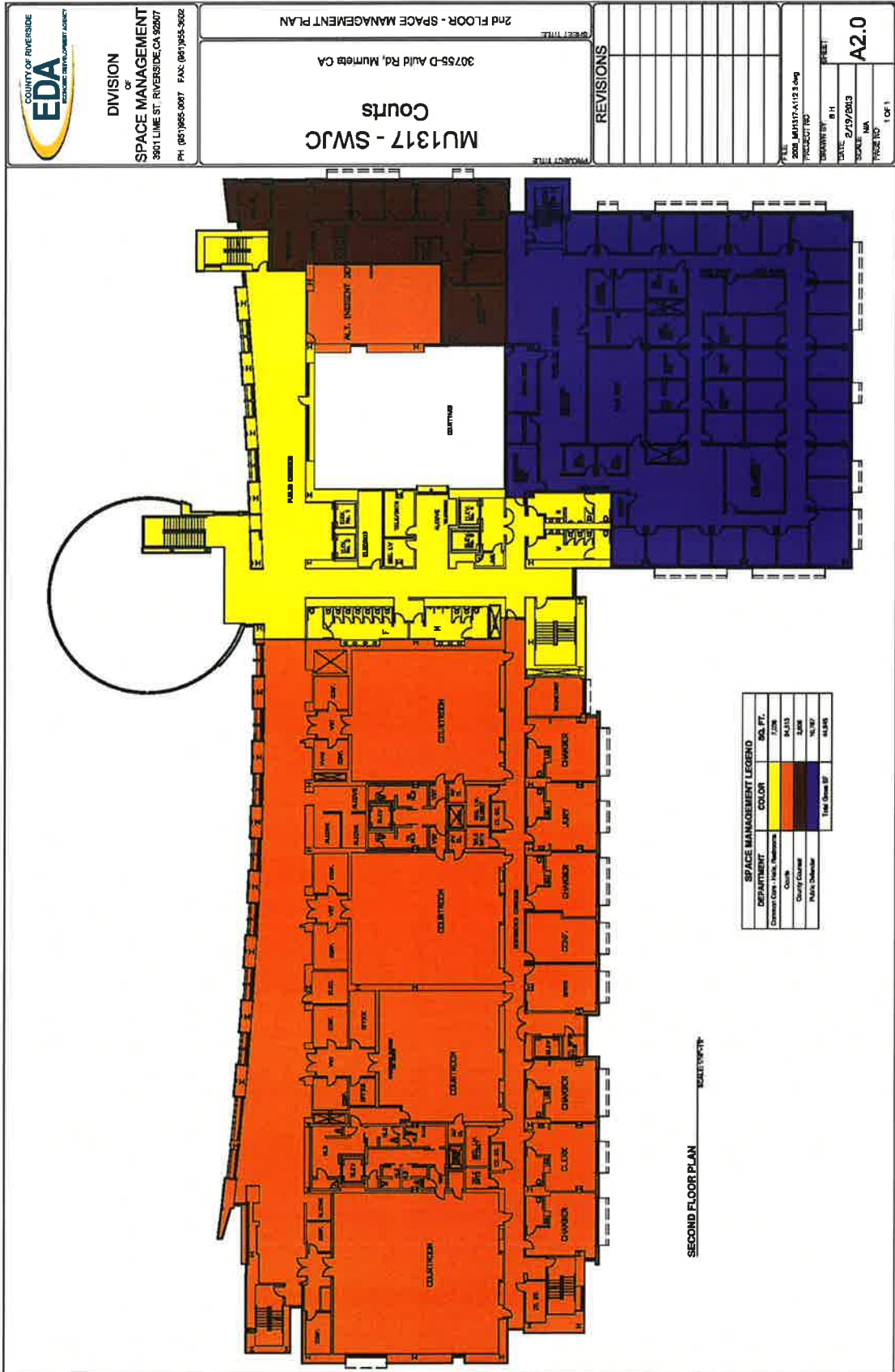
**SITE PLAN FOR REAL PROPERTY AND SOUTHWEST JUSTICE REAL  
PROPERTY, FLOOR PLANS FOR BUILDING, AND PARKING PLAN**

[SEE ATTACHED]

# SOUTHWEST JUSTICE CENTER SITE PLAN







OFF SITE PARKING  
TOTAL OF 648 STALLS

ON SITE PARKING

NEW SOUTHWEST JUSTICE BUILDING

BUILDING

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## **ATTACHMENT "3" TO JOA**

### **NEW SOUTHWEST JUSTICE PROJECT SCHEDULE AND DELIVERY DATES**

#### **SOUTHWEST JUSTICE CENTER: ADD 2 JUVENILE COURTROOMS SCHEDULE**

As of: January 30, 2013

| <b>Task Name</b>                              | <b>Start</b> | <b>Finish</b> |
|-----------------------------------------------|--------------|---------------|
| Design                                        | 5/14/13      | 1/9/14        |
| State and Local Jurisdictions Design Approval | 1/9/14       | 10/27/14      |
| Bidding                                       | 10/27/14     | 2/16/15       |
| Form-11 - Approve Construction Contract       | 2/16/15      | 4/16/15       |
| Construction                                  | 5/1/15       | 7/6/16        |
| Occupancy                                     | 7/6/16       | 7/22/16       |

## ATTACHMENT "5" TO JOA

### LIST OF COUNTY INSURANCE POLICIES AND COVERAGES/LIMITATIONS DURING CONSTRUCTION OF NEW SOUTHWEST JUSTICE PROJECT

1. General Commercial Liability. The County shall secure and maintain, and shall cause all of its contractors to secure and maintain, in full force and effect, commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage.

2. Workers' Compensation and Employer Liability. The County shall secure and maintain, and shall cause all of its contractors to secure and maintain, in full force and effect during the term of this Agreement, workers' compensation insurance, at statutory minimums, including employers' liability coverage with limits not less than One Million Dollars (\$1,000,000.00) for each accident and One Million Dollars (\$1,000,000.00) as the policy limit for each employee. The County may satisfy its worker's compensation and employer's liability insurance obligations through participation in a self-insurance program.

Policies shall be issued by an insurance company or companies that are rated "A-VII" or higher by A.M. Best's key rating guide, and are approved to do business in the State of California. A certificate evidencing the insurance requirements of this Section shall be provided prior to commencing the New Southwest Justice Project.

The insurance policies shall include, or be endorsed to include "Judicial Council of California," "Administrative Office of the Courts" and "Superior Court of California, County of Riverside" as an additional insureds.

FACILITY #: 33-C-01  
BUILDING NAME: Larson Justice Center  
ADDRESS: 46-200 Oasis Street, Indio, CA

**AMENDMENT NO. 1 TO THE  
TRANSFER AGREEMENT  
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS,  
AND THE COUNTY OF RIVERSIDE  
FOR THE TRANSFER OF RESPONSIBILITY FOR COURT FACILITY**

**AMENDMENT NO. 1  
TO THE TRANSFER AGREEMENT  
(LARSON JUSTICE CENTER COURT FACILITY)**

THIS AMENDMENT NO. 1 TO THE TRANSFER AGREEMENT (LARSON JUSTICE CENTER) ("**Amendment No. 1**") is entered into by and between THE JUDICIAL COUNCIL OF CALIFORNIA (the "**Council**"), ADMINISTRATIVE OFFICE OF THE COURTS (together with the Council, the "**AOC**"), and THE COUNTY OF RIVERSIDE (the "**County**"). In this Amendment No. 1, the AOC and the County are sometimes individually referred to as a "**Party**" and together as the "**Parties**". Capitalized terms used, but not otherwise defined, in this Amendment No. 1 shall have the meanings ascribed to them in that certain Transfer Agreement for the Transfer of Responsibility for Court Facility between the AOC and the County, dated as of April 19, 2005 (the "**Larson Transfer Agreement**").

**RECITALS**

A. The AOC and the County have previously entered into the Larson Transfer Agreement under which: (i) the Parties completed the Transfer of Responsibility from the County to the AOC for the Court Facility, commonly known as the Larson Justice Center, located at 46-200 Oasis Street, Indio, California 92201; and (ii) the Parties will consummate the Transfer of Title in and to the Real Property and certain Tangible Personal Property and Assigned Intangible Personal Property, from the County to the State of California, upon payment in full of certain Bonded Indebtedness encumbering the Real Property;

B. Concurrently with execution of the Larson Transfer Agreement, the Parties executed that certain Possession and Use Agreement (the "**PUA**") setting forth the Parties' rights and obligations with respect to their shared operation and use of the Real Property following the Transfer of Responsibility. Substantially concurrently with this Amendment No. 1, the Parties are also entering into an Amendment No. 1 to the PUA ("**PUA Amendment**");

C. The AOC and the County entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, having an effective date of December 23, 2008 (the "**Indio CAC Transfer Agreement**"), pursuant to which the Parties completed a transfer of "responsibility for facilities" (as such term is defined in the Act) for the trial court facility commonly known as the Indio CAC Annex Justice Center, located at 82-675 Highway 111, Indio, California 92201 (the "**Indio CAC Courthouse**");

D. On April 19, 2005, the AOC and the County entered into that certain Parking Agreement for Larson Justice Center, Indio Court Annex, and Indio County Administration Center (the "**Parking Agreement**"), under which the County agreed to

provide to the AOC, for use by the Court, among other things, two parking spaces located on land surrounding the Indio CAC Courthouse or on an adjacent County property generally referred to as the Indio Court Annex (the “**Two Spaces**”).

E. After the Parties completed the Transfer of Responsibility for the Court Facility in the Larson Justice Center, and “responsibility for facilities” (as defined in the Act) was transferred to the AOC for the court facility in the Indio CAC Courthouse, the AOC and the County entered into a Memorandum of Understanding Regarding New Replacement Space for Indio CAC Annex Courthouse, dated February 26, 2013 (“**Replacement Space MOU**”). Under the Replacement Space MOU, the AOC and the County agreed that, to accommodate the County’s desire to expand its East County Detention Center on the real property where the Indio CAC Courthouse is located, the AOC and the County will make certain changes to their respective exclusive-use areas: (i) in the Building, (ii) in the Indio CAC Courthouse, and (iii) in the Southwest Justice Center (AOC #33-M1) located at 30755-D Auld Road, Murrieta, California 92563 (“**SWJC**”);

F. Under the Replacement Space MOU, the AOC agreed to release and relinquish to the County all of the AOC’s rights and interests in and to, and to cause the Court to vacate and relinquish to the County, all of the Court’s exclusively-occupied space in the Indio CAC Courthouse, which consisted of 23,252 square feet of space (“**Relinquished Space**”) for which “responsibility for facilities” (as defined in the Act) was transferred to the AOC under the Indio CAC Transfer Agreement, and the County agreed to replace the entirety of the Relinquished Space with new Court exclusive-use space, some of which will be in the Building and some of which will be at the SWJC and on the campus where the SWJC is located;

G. Under this Amendment No. 1, consistent with the Replacement Space MOU, the County will replace a portion of the Relinquished Space by vacating, transferring, and relinquishing to the AOC all of the County’s rights and interests, including the County’s “equity” rights and interests (as such term is used in the Act), in and to a total of 8,658 square feet of space within the Building that was originally designated as County Exclusive-Use Area in the Transfer Agreement and the PUA (“**Larson Replacement Space**”). Pursuant to the Replacement Space MOU, the County has, at the County’s sole cost, developed 6,415 square feet of the Larson Replacement Space into two new courtrooms, two new judges’ chambers, and Court support space, pursuant to design documents reviewed and approved by the AOC and the Court, as shown in the floor plan attached as Exhibit “A” to the PUA Amendment. The balance of the Larson Replacement Space is comprised of 2,243 square feet of office space in the Building that was formerly occupied by a member of the County’s Board of Supervisors.

H. Pursuant to section 5.7.2 of the Larson Transfer Agreement, the AOC has the right and option to consummate a Transfer of Responsibility for additional portions of the Security-Related Areas within the Building after the Closing of the Transfer of



Responsibility. The AOC has elected to exercise its right and option to complete such a Transfer of Responsibility from the County to the AOC for an additional 9,324 assignable, exclusive-use square feet of the Security-Related Areas in the Building and an additional 1,435 square foot increase in the Common Area of the Building attributed to the County with respect to such Security Related Areas ("**Transferred Security-Related Area**"), for a total reduction in the County Exclusive-Use Area in the Building of 10,759 square feet, and the County and the AOC have agreed to amend the Larson Transfer Agreement to account for the addition of the Transferred Security-Related Area to the Court Exclusive-Use Area in the Building and an adjustment to the Common Area. Such Transferred Security-Related Area comprises the 6,039 square feet characterized in **Attachment "2"** to the PUA as "Inmate Trans/Hold Cells" plus 4,720 square feet of the 7,736 square feet characterized in the original **Attachment "2"** to the PUA as "Civil Svcs/Court Svcs"; provided that of the 7,736 square feet characterized as "Civil Svcs/Court Svcs" on the original **Attachment "2"** to the PUA, 3,016 square feet remains County Exclusive-Use Area.

I. The Transferred Security-Related Area has never previously been Court Exclusive-Use Area, it does not replace any of the Relinquished Space, and it is not part of the Larson Replacement Space. The Transferred Security-Related Area consists entirely of space within the Building that has been County Exclusive-Use Area at all times from and after the Closing Date of the Transfer of Responsibility, and a Transfer of Responsibility for the Transferred Security-Related Area will first be consummated pursuant to section 5.7.2 of the Larson Transfer Agreement and this Amendment No. 1. Such Transfer of Responsibility for the Transferred Security-Related Area will actually increase the total amount of Court Exclusive-Use Area transferred to the AOC in the Building and throughout the County, whereas the Larson Replacement Space, together with the rest of the replacement space that the County will provide to the AOC at SWJC, will simply maintain the total amount of Court exclusive-use area transferred to the AOC pursuant to the Act on a Countywide basis, notwithstanding the AOC's relinquishment to the County of the Relinquished Space.

J. The County Facilities Payment that was approved by the California Department of Finance ("**DOF**") for the Court Facility was in the annual sum of \$588,713, subject to adjustment as provided for in the Act. Such County Facilities Payment will not be adjusted in connection with the addition of the Larson Replacement Space to the Court Exclusive-Use Area in the Building because, by the terms of the Act, the County is obligated to continue paying, and will continue paying, the county facilities payment for the court facility in the Indio CAC Courthouse covering the Relinquished Space. However, as provided in section 5.7.2 of the Transfer Agreement, the County Facilities Payment for the Court Facility will be increased to the total, annual sum of \$655,050, subject to adjustment as provided for in the Act, to account for the Transfer of Responsibility from the County to the AOC of the Transferred Security-Related Area, for which no County Facilities Payment was ever previously required or paid, and the



modifications to the County Share and the Court Share resulting from such Transfer of Responsibility; and

K. The AOC and the County now wish to amend certain provisions of the Larson Transfer Agreement as set forth in this Amendment No. 1.

NOW, THEREFORE, the AOC and the County agree as follows:

1. Amendments.

(a) Section 5.1.3.1 of the Larson Transfer Agreement is hereby deleted in its entirety and replaced with the following:

5.1.3.1 The County and the AOC have together determined that the Building contains a total of one hundred fifty-two thousand, nine hundred ninety (152,990) square feet of space ("**Total Building Square Footage**"). When: (a) the County has vacated, transferred, and relinquished the Larson Replacement Space to the AOC; and (b) the Parties have completed the Transfer of Responsibility for the Transferred Security-Related Area pursuant to Section 5.7.2 of this Agreement, one hundred forty-eight thousand, nine hundred ninety-five (148,995) square feet of space within the Building, equaling ninety-seven and thirty-nine one hundredths (97.39) percent of the Total Building Square Footage ("**Court Share**"), is comprised of one hundred twelve thousand, four hundred sixty-three (112,463) square feet of space in the Building that is exclusively occupied by the Court Facility ("**Court Exclusive-Use Area**") plus the Court's pro rata share of the common area of the Real Property ("**Common Area**"), which is equal to thirty-six thousand, five hundred thirty-two (36,532) square feet. Three thousand nine hundred ninety-five (3,995) square feet of space within the Building, equaling two and sixty-one one hundredths (2.61) percent of the Total Building Square Footage ("**County Share**"), is comprised of three thousand sixteen (3,016) square feet of space in the Building that is exclusively occupied by the County and identified as "County-Sheriff" area on Exhibit "L" to this Agreement ("**County Exclusive-Use Area**") plus the County's pro rata share of the Common Area, which is equal to nine hundred seventy-nine (979) square feet. The Court Share and the County Share are sometimes hereinafter individually and collectively referred to as the "**Proportionate Share**" or the "**Proportionate Shares**". The County and the AOC confirm and agree that the AOC is entitled to "equity" rights and interests (as the word "equity" is used in the Act) in all of the Court Exclusive-Use Area, including the originally-transferred Court Exclusive-Use Area, the Larson Replacement Space, and the Transferred Security-Related Area, and the County is entitled to "equity" rights and interests (as the word "equity" is

used in the Act) in the County Exclusive-Use Area as it has been modified by the transactions contemplated in this Amendment No. 1 and the PUA Amendment.

(b) Section 5.1.4 of the Larson Transfer Agreement is hereby deleted in its entirety and replaced with the following:

5.1.4 Court Facility. For purposes of this Agreement, the term “**Court Facility**” shall mean and include the court facility located in the Building that is subject to this Agreement and all applicable spaces, areas, fixtures, and appurtenances to the court facility defined in section 70301(d) of the Act, as more specifically described in this section 5.1.4. The Court Facility consists of fourteen (14) rooms for holding superior court, fourteen (14) chambers of judges of the Court, rooms for attendants of the Court (including, but not limited to, rooms for accepting and processing documents filed with the Court), rooms for secure holding of prisoners attending Court sessions together with secured means of transferring prisoners to the courtrooms, grounds appurtenant to the Building, parking spaces historically made available to users of the Court Facility as more particularly described in Section 5.1.5 hereof and **Exhibit “K”** attached hereto, and certain other areas required or used for Court functions. Wherever used in this Agreement, the term “**Court Facility**” shall mean and refer to all of the Building improvements described in this Section 5.1.4, together with heat, ventilation, air-conditioning, light, and fixtures for the above-described rooms and chambers, and all common and connecting space to permit proper and convenient use of such rooms and chambers. A copy of the floor plan depicting each floor of the Building and the square footage therein allocated to each of the County and Court, respectively, is attached as **Exhibit “L”** to this Agreement.

(c) Section 5.1.5.1 of the Larson Transfer Agreement is hereby amended to delete therefrom all references to the Indio CAC Courthouse (referred to in said Section 5.1.5.1 as the “Indio County Administration Center” and the “Indio CAC”), including without limitation, to delete from Section 5.1.5.1 the language providing for the County’s obligation to provide to the AOC, for use by the Court, two (2) additional parking spaces located on the land adjacent to the Indio CAC Courthouse. From and after the Effective Date (defined below) of this Amendment No. 1, the County shall have no further obligation to provide to the AOC the two (2) additional parking spaces located on land adjacent to the Indio CAC Courthouse that were originally provided by the County to the AOC pursuant to Section 5.1.5.1 of the Larson Transfer Agreement, and from and after the Effective Date of this Amendment No. 1, said two (2) parking spaces shall no longer be included in the term “**Court Parking**” as it is used in the Larson Transfer Agreement. Other than the amendments to Section 5.1.5.1 of the Larson

Transfer Agreement that are expressly provided for in this Section 1(c) to this Amendment, all terms of said Section 5.1.5.1, including the County's obligation to provide 308 parking spaces to the AOC, for use by the Court, shall remain in full force and effect as originally written and approved by the Parties.

(d) Section 2.5 of the Parking Agreement is hereby deleted in its entirety. The Parties acknowledge that the Two Spaces are being replaced by two secured parking spaces to be located on the New Southwest Justice Land and included as part of the On-Site Parking hereunder. Other than the amendment to the Parking Agreement that is expressly provided for in this Section 1(d) to this Amendment, all terms of said Parking Agreement shall remain in full force and effect as originally written and approved by the Parties.

(e) Section 5.6 of the Larson Transfer Agreement is hereby deleted in its entirety and replaced with the following:

5.6 80 Percent Court-Occupied Building. The County and the AOC have together determined that the Court Exclusive-Use Area comprises ninety-seven and thirty-nine one hundredths (97.39) percent of the Total Building Square Footage. In accordance with section 70344(b) of the Act, Appendix No. 4 attached to and made a part of this Agreement for all purposes, sets forth certain terms, conditions, and modifications to this Agreement governing the County's Transfer of Responsibility to the AOC, given the Court's occupancy of more than eighty (80) percent of the Building.

(f) Section 5.7 of the Larson Transfer Agreement, including subsections 5.7.1 and 5.7.2, is hereby deleted in its entirety and replaced with the following:

5.7. Security-Related Areas. The AOC and the County acknowledge and agree that the Building contains certain security-related areas used for secure ingress, egress, holding, and transport of prisoners attending Court sessions in the Building (collectively, the "**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, and shall be paid for such services, all in accordance with that certain Agreement for Security Services between the County Sheriff's Department and the Court effective as of July 1, 2003, as amended, and as it may be further amended or renewed from time to time (the "**Security Services Agreement**").

(g) Exhibit "L". The floor plans for the basement level, first floor, and third floor of the Building attached as **Exhibit "L"** to the Larson Transfer Agreement are deleted in their entirety and replaced with the modified versions of the floor plans for the

basement level, first floor, and third floor of the Building that are attached hereto and incorporated herein by this reference as **Exhibit "L"**. The floor plans attached as **Exhibit "L"** to this Amendment No. 1 constitute an updated version of the floor plans for the basement level, first floor, and third floor of the Building that are consistent with the Parties' occupancy of the Building as of the Effective Date (defined below). The Parties acknowledge that the floor plan for the second floor of the Building has not changed since the Transfer of Responsibility and is not modified by this Amendment No. 1.

(h) Section 7.1 of the Larson Transfer Agreement is hereby deleted in its entirety and replaced with the following:

7.1 County Facilities Payment Obligations. The County shall calculate and pay to the State Controller ("**Controller**"), the amount of the County Facilities Payment for Court Facility pursuant to Article 5 of the Act ("**County Facilities Payment**"). Upon the Closing of the Transfer of Responsibility, the County Facilities Payment approved by DOF for the Court Facility was in the annual amount of \$588,713, subject to adjustment as provided for in the Act. As contemplated in Section 5.7.2 of this Agreement, commencing upon the Effective Date (defined below) of this Agreement, and at all times thereafter, the County Facilities Payment shall be increased to the annual sum of \$655,050, subject to adjustment as provided in the Act. The Parties acknowledge and agree that: (a) the increase to the County Facilities Payment was calculated using the same methodology that was approved by DOF for calculation of the original County Facilities Payment for the Court Facility; (b) the above-described increase in the County Facilities Payment solely reflects the increase in the square footage of the Court Exclusive-Use Area in the Building arising from the addition of the Transferred Security-Related Area thereto; (c) no County Facilities Payment has previously been owed or paid by the County for the Transferred Security-Related Area since the Transferred Security-Related Area was, until the Effective Date of this Agreement, at all times County Exclusive-Use Area; and (d) under this section 7.1, no adjustment to the County Facilities Payment is being made in connection with the Larson Replacement Space, which replaces a portion of the Relinquished Space that was Court exclusive-use area at the Indio CAC Courthouse, because by the terms of the Act, the County is obligated to continue paying, and will continue paying, the county facilities payment for the court facility in the Indio CAC Courthouse as provided in the Indio CAC Transfer Agreement, which county facilities payment covers the Relinquished Space.

(i) Section 7.2 of the Larson Transfer Agreement is hereby deleted in its entirety and replaced with the following:

## 7.2 Insurance Component of County Facilities Payment.

Pursuant to §70358 of the Act, the County and the AOC have agreed that from and after the Effective Date of Amendment No. 1 to this Agreement, the total annual insurance component of the County Facilities Payment, as modified in connection with the Transferred Security-Related Area, is Seventy-Two Thousand, Two Hundred One and No/100 Dollars (\$72,201) per year, as reflected in the County Facilities Payment form prepared by the County and approved by the AOC and the Department of Finance, as such County Facilities Payment form has been amended to take into account the Transferred Security-Related Area. The portion of the insurance component of the County Facilities Payment that relates to the insurance coverages that the County has agreed to provide in respect of the Real Property after the Transfer of Responsibility is Thirty-One Thousand, Eight Hundred Seventy-Six and No/100 Dollars (\$31,876). In exchange for the County's agreement to continue to provide, for the benefit of the County, the Court, and the AOC, that certain insurance coverage for the Real Property described in Section 5.10 of this Agreement, and during the entirety of the time that the County is so providing such insurance coverage for the Real Property, the AOC has agreed that the County will not be obligated to pay the portion of the insurance component of the County Facilities Payment that relates to the insurance coverages that the County will continue to provide in respect of the Real Property. Accordingly, at all times after the Effective Date of Amendment No. 1 to this Agreement that the County is providing the insurance coverage described in Section 5.10 of this Agreement, the County shall pay, as the insurance component of its County Facilities Payment for the Court Facility, the sum of Forty Thousand, Three Hundred Twenty-Five and No/100 Dollars (\$40,325) per year. At such time as the County is no longer providing the insurance coverage for the Real Property described in Section 5.10 of this Agreement, the County shall immediately begin to pay the full amount of the insurance component of the County Facilities Payment in the amount set forth on the County's County Facilities Payment form for the Court Facility, as approved by the Department of Finance and as subsequently amended in connection with the Transferred Security-Related Area.

(j) Section 9.1.2 of the Larson Transfer Agreement is deleted in its entirety and replaced with the following:

### 9.1.2 Road Easements Agreement; Tunnel Easement Agreement.

Concurrently with and as a part of the Deferred Title Transfer, the parties shall grant and convey to one another certain non-exclusive, perpetual easements over, across, and through certain private roads on or adjacent to the Land for access, ingress, and egress to, from, and through the Land, all as more particularly set forth in the Form of Grant of Road Easements and Easement Agreement attached hereto and made a part hereof as **Exhibit "S"** (the "**Road Easements Agreement**"). In addition, as part of the Deferred Title Transfer, the State shall grant to the County a non-exclusive, perpetual easement for access to and use of the portion of the Tunnel

located on and under the Land and in the Building, for continued operation, maintenance, repair, and use by the County in connection with transportation of prisoners between the Indio Jail and the Court Facility in the Building (the "**Tunnel Easement Agreement**"). The Tunnel Easement Agreement shall be in the form and content attached hereto as **Exhibit "T"**. In the event that the County at any time elects to permanently discontinue the use of and/or abandon the Tunnel in accordance with Section 5.1.3.5, above, then the County and the AOC shall, upon the written request of the County, terminate the Tunnel Easement Agreement by recording in the Official Records of the County a document terminating the Tunnel Easement Agreement and all rights, benefits, duties, and obligations of the County and the AOC thereunder.

(k) Appendix No. 4. Section 1 of Appendix No. 4 to the Larson Transfer Agreement is deleted in its entirety and replaced with the following:

1. Agreement Regarding Allocation of Total Building Square Footage. The County and the AOC have determined and agreed that the Court occupies ninety-seven and thirty-nine one hundredths (97.39) percent of the total Building Square Footage as of the Effective Date of Amendment No. 1 to the Agreement, as depicted in **Exhibit "L"** to the Agreement, as amended.

2. Entire Agreement. The Larson Transfer Agreement, as modified by this Amendment No. 1, together with the PUA, as modified by the PUA Amendment, set forth the entire agreement of the Parties with respect to the subject matter of the Larson Transfer Agreement, this Amendment No. 1, the PUA, and the PUA Amendment. All prior and contemporaneous communications, representations, understandings, and agreements, whether verbal or written, express or implied, between the Parties with respect to said subject matter are of no force or effect whatsoever except to the extent expressly set forth in the Larson Transfer Agreement, this Amendment No. 1, the PUA, or the PUA Amendment.

3. Effective Date. This Amendment No. 1 shall take effect and be binding upon commencing on the date that it is signed by the last of the Parties to sign it ("**Effective Date**").

4. Binding Effect. Except as expressly modified by this Amendment No. 1, the Larson Transfer Agreement remains in full force and effect as originally entered into by the Parties.

5. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which will be considered an original and all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the AOC and the County have signed this Amendment No. 1 to the Transfer Agreement (Larson Justice Center) as of the Effective Date.

APPROVED AS TO FORM:  
Administrative Office of the Courts,  
Legal Services Office

By:   
Name: Kenneth Levy, Attorney  
Date: 7/2/2014, 2014

JUDICIAL COUNCIL OF  
CALIFORNIA

By:   
Name: Grant Walker  
Title: Senior Manager, Business Services  
Administrative Office of the Courts  
Date: 7/18/14, 2014

ATTEST:  
CLERK OF THE BOARD  
Kecia Harper-Ihem

By: \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_, 2014

APPROVED AS TO FORM:  
Greg Priamos, County Counsel

By:   
Deputy County Counsel  
Date: 8/4, 2014

COUNTY OF RIVERSIDE, a body  
corporate and politic

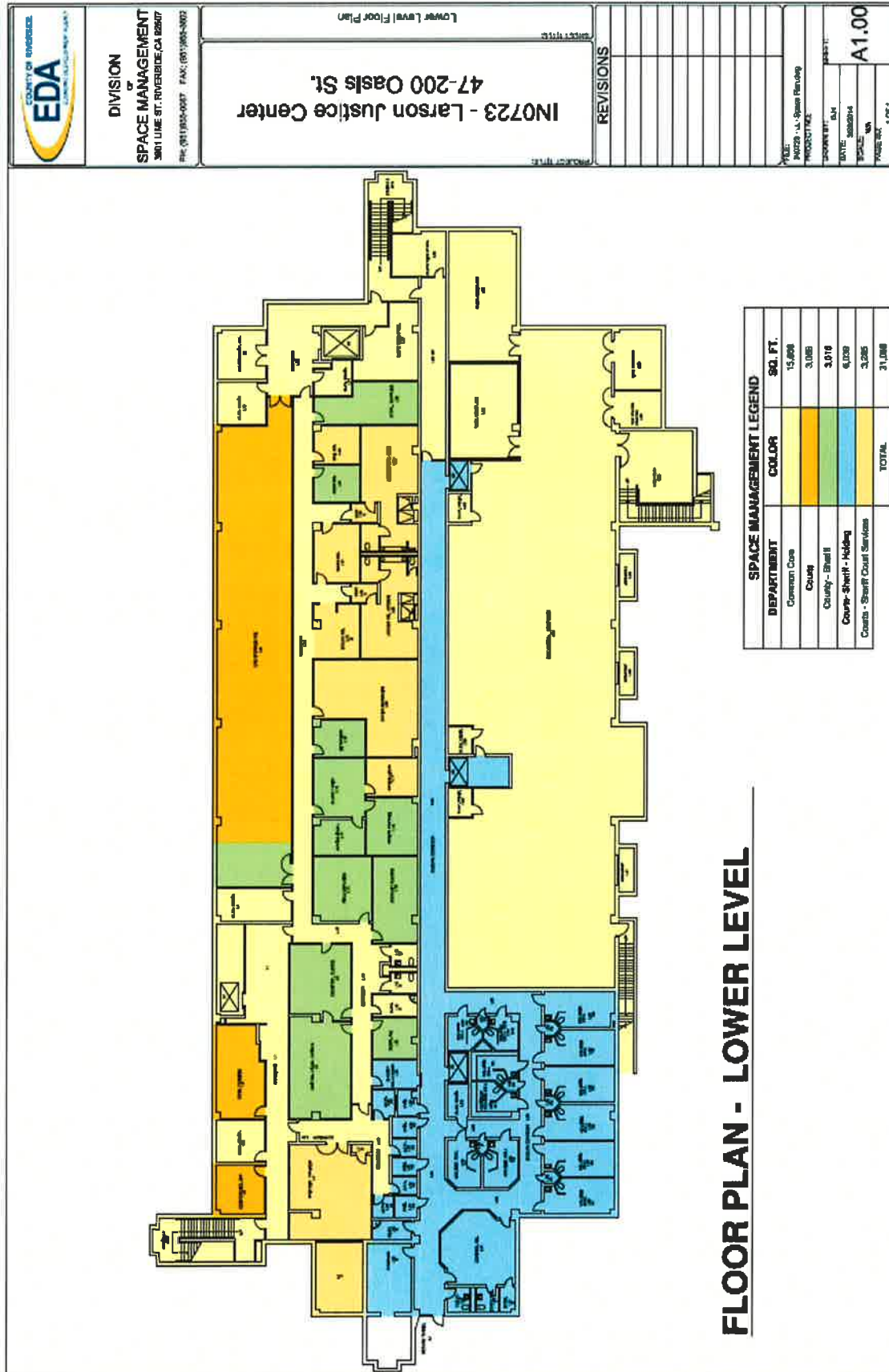
By: \_\_\_\_\_  
Name: Jeff Stone  
Title: Chairman, Board of Supervisors  
Date: \_\_\_\_\_

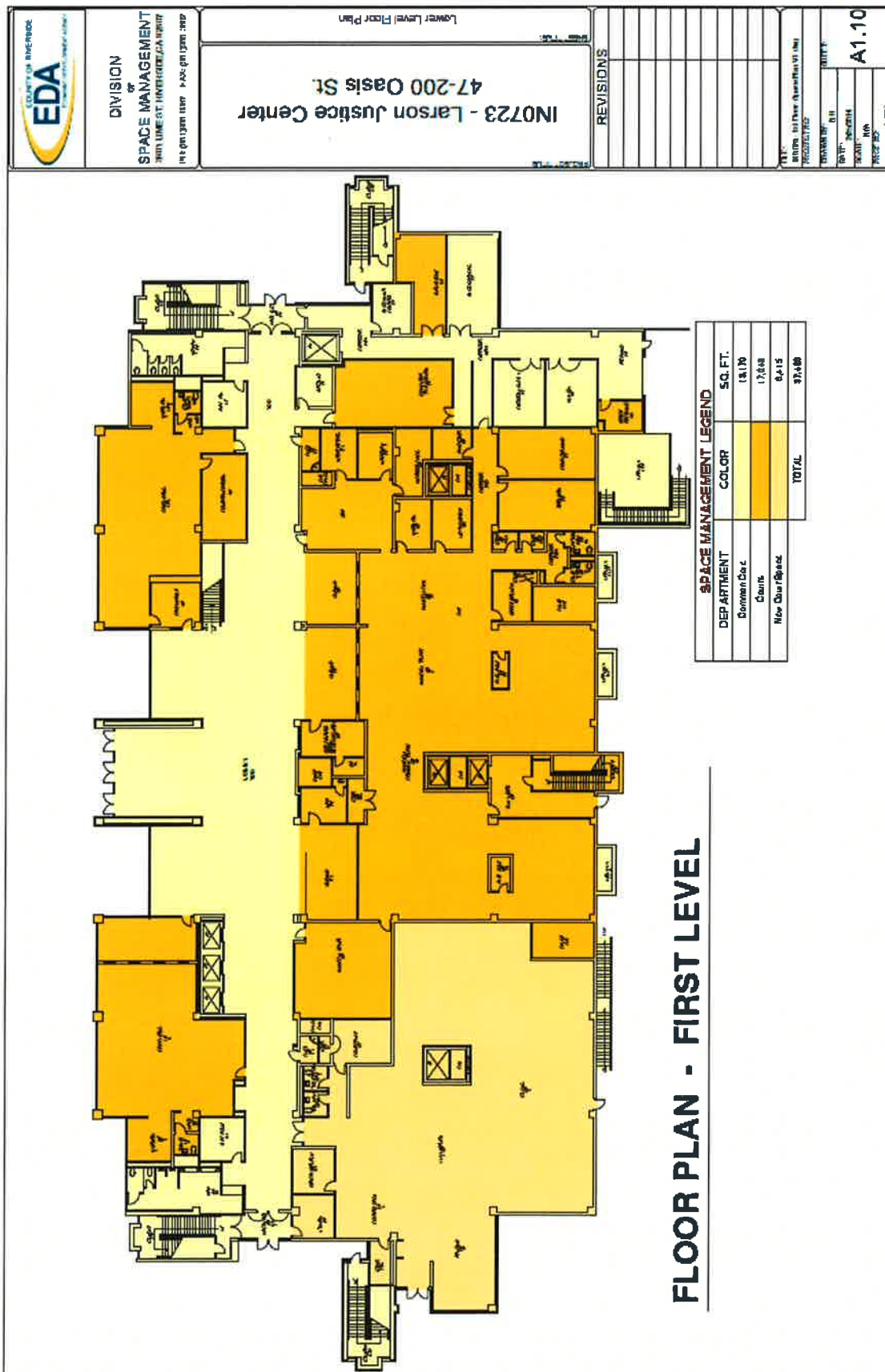
**EXHIBIT "L"**

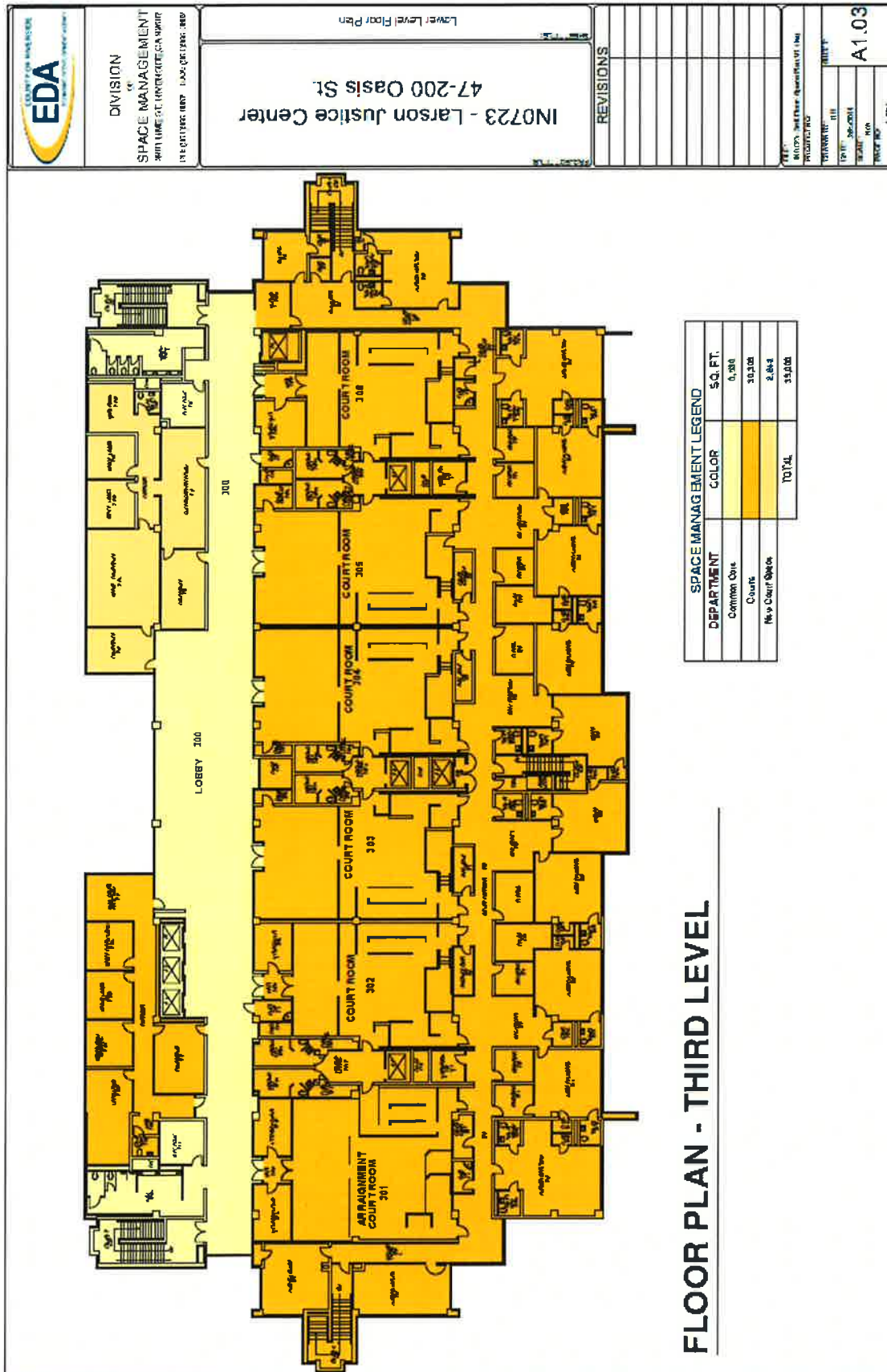
**COPY OF MODIFIED FLOOR PLANS FOR BASEMENT LEVEL, FIRST  
FLOOR, AND THIRD FLOOR OF BUILDING**

(Attached)









05/06/2014

## Larson Justice Center

|                                                                       |                |
|-----------------------------------------------------------------------|----------------|
| <b>Building Total Square Footage</b>                                  | <b>152,990</b> |
| <b>Superior Courts of Ca. Sq Ft (exclusive)</b>                       | <b>103,805</b> |
| <b>Percentage of Courts Sq Ft (SUBJECT TO CFP)</b>                    | <b>89.89%</b>  |
| <b>New Replacement Space – Superior Courts of CA Sq Ft (exchange)</b> | <b>8,658</b>   |
| <b>Percentage of New Court Sq Ft (NON-CFP)</b>                        | <b>7.50%</b>   |

| <u>Floor</u>   | <u>Department</u>                                   | <u>Department Use</u>                       | <u>Gross Sq Ft</u> |
|----------------|-----------------------------------------------------|---------------------------------------------|--------------------|
| Out            | Common Core                                         | Central Plant                               | 2,136              |
| 0/SB           | Common Core                                         | Mechanical Equipment, Halls, Restrooms, Ect | 15,669             |
| 0              | County - Sheriff                                    | Civil Service                               | 3,016              |
| 0              | Courts                                              | Sheriff Inmate Trans/Hold Cells             | 6,039              |
| 0              | Courts                                              | Sheriff Court Svcs Only                     | 3,285              |
| 0              | Courts                                              | Offices/File Storage                        | 3,056              |
| 1              | Common Core                                         | Halls, Restrooms, Ect                       | 13,170             |
| 1              | New Court Space                                     | 2 New Courtrooms                            | 6,415              |
| 1              | Courts                                              | Offices                                     | 17,843             |
| 2              | Courts                                              | Courtrooms                                  | 43,273             |
| 3              | Common Core                                         | Halls, Restrooms, Ect                       | 6,536              |
| 3              | New Court Space                                     | Offices                                     | 2,243              |
| 3              | Courts                                              | Courtrooms                                  | 30,309             |
| <u>Sq Ft</u>   | <u>Description</u>                                  |                                             |                    |
| 3,016          | County Sheriff Civil Svcs                           |                                             |                    |
| 2,243          | New Court Space (Former Clerk/Board of Supervisors) |                                             |                    |
| 6,415          | New Courtrooms (Former Law Library)                 |                                             |                    |
| 103,805        | Courts                                              |                                             |                    |
| <b>115,479</b> | <b>Total Net Assignable Square Footage</b>          |                                             |                    |
| 15,669         | Common Core – Mechanical Equipment                  |                                             |                    |
| 2,136          | Common Core – Central Plant                         |                                             |                    |
| 19,706         | Common Core – Halls, Restrooms, Ect.                |                                             |                    |
| <b>37,511</b>  | <b>All Common Core Square Footage</b>               |                                             |                    |
| 115,479        | Total Net Assignable Square Footage                 |                                             |                    |
| 37,511         | All Common core Square Footage                      |                                             |                    |
| <b>152,990</b> | <b>Building Total Square Footage</b>                |                                             |                    |

05/06/2014

Larson Justice Center

**Calculations per Department to include Common Core**

|                |         |   |         |   |        |   |        |   |        |   |         |   |         |
|----------------|---------|---|---------|---|--------|---|--------|---|--------|---|---------|---|---------|
| Co. Civil Svcs | 3,016   | / | 115,479 | = | 2.61%  | * | 37,511 | = | 979    | + | 3,016   | = | 3,995   |
| New Court      | 8,658   | / | 115,479 | = | 7.50%  | * | 37,511 | = | 2,813  | + | 8,658   | = | 11,471  |
| Space/Non CFP  |         |   |         |   |        |   |        |   |        |   |         |   |         |
| Courts         | 103,805 | / | 115,479 | = | 89.89% | * | 37,511 | = | 33,719 | + | 103,805 | = | 137,524 |

**Courts Percentage of the Building for CFP** = **137,524 / 152,990 = 89.89%**

**Courts Percentage of the Building Occupied** = **148,995 / 152,990 = 97.39%**

FACILITY #: 33-C-01  
BUILDING NAME: Larson Justice Center  
ADDRESS: 46-200 Oasis Street, Indio, CA 92201

**AMENDMENT TO THE  
POSSESSION AND USE AGREEMENT  
FOR THE LARSON JUSTICE CENTER COURT FACILITY**

**BETWEEN**

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

**AND**

**THE COUNTY OF RIVERSIDE**

**AMENDMENT  
TO THE POSSESSION AND USE AGREEMENT  
FOR THE LARSON JUSTICE CENTER COURT FACILITY**

THIS AMENDMENT TO POSSESSION AND USE AGREEMENT (this “**PUA Amendment**”) is entered into by and between THE JUDICIAL COUNCIL OF CALIFORNIA (the “**Council**”), ADMINISTRATIVE OFFICE OF THE COURTS (together with the Council, the “**AOC**”), and THE COUNTY OF RIVERSIDE (the “**County**”). In this PUA Amendment, the AOC and the County are sometimes individually referred to as a “**Party**” and together as the “**Parties**”. Capitalized terms used, but not otherwise defined, in this PUA Amendment shall have the meanings given to them in that certain Possession and Use Agreement between the AOC and the County, dated as of April 19, 2005 (the “**PUA**”) and/or in that certain Transfer Agreement for the Transfer of Responsibility for Court Facilities between the AOC and the County, dated as of April 19, 2005 (the “**Larson Transfer Agreement**”).

**RECITALS**

A. The AOC and the County have previously entered into the Larson Transfer Agreement under which: (i) the Parties completed the Transfer of Responsibility from the County to the AOC for the Court Facility, commonly known as the Larson Justice Center, located at 46-200 Oasis Street, Indio, California 92201; and (ii) the Parties will consummate the Transfer of Title in and to the Real Property and certain Tangible Personal Property and Assigned Intangible Personal Property, from the County to the State of California, upon payment in full of certain Bonded Indebtedness encumbering the Real Property;

B. Concurrently with execution of the Larson Transfer Agreement, the Parties executed the PUA setting forth the Parties’ rights and obligations with respect to their shared operation and use of the Real Property following the Transfer of Responsibility. Substantially concurrently with this PUA Amendment, the Parties are also entering into an Amendment No. 1 to the Transfer Agreement (Larson Justice Center) (“**Amendment No. 1 to Larson TA**”);

C. The AOC and the County entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, having an effective date of December 23, 2008 (the “**Indio CAC Transfer Agreement**”), pursuant to which the Parties completed a transfer of “responsibility for facilities” (as such term is defined in the Act) for the trial court facility commonly known as the Indio CAC Annex Justice Center, located at 82-675 Highway 111, Indio, California 92201 (the “**Indio CAC Courthouse**”);

D. After the Parties completed the Transfer of Responsibility for the Court Facility in the Larson Justice Center, and “responsibility for facilities” (as defined in the



Act) was transferred to the AOC for the court facility in the Indio CAC Courthouse, the AOC and the County entered into a Memorandum of Understanding Regarding New Replacement Space for Indio CAC Annex Courthouse, dated February 26, 2013 ("**Replacement Space MOU**"). Under the Replacement Space MOU, the AOC and the County agreed that, to accommodate the County's desire to expand its East County Detention Center on the real property where the Indio CAC Courthouse is located, the AOC and the County will make certain changes to their respective exclusive-use areas: (i) in the Building, (ii) in the Indio CAC Courthouse, and (iii) in the Southwest Justice Center (AOC #33-M1) located at 30755-D Auld Road, Murrieta, California 92563 ("**SWJC**");

E. Under the Replacement Space MOU, the AOC agreed to release and relinquish to the County all of the AOC's rights and interests in and to, and to cause the Court to vacate and relinquish to the County, all of the Court's exclusively-occupied space in the Indio CAC Courthouse, which consisted of 23,252 square feet of space ("**Relinquished Space**") for which "responsibility for facilities" (as defined in the Act) that was transferred to the AOC under the Indio CAC Transfer Agreement, and the County agreed to replace the entirety of the Relinquished Space with new Court exclusive-use space, some of which will be in the Building and some of which will be at the SWJC and on the campus where the SWJC is located;

F. Under Amendment No. 1 to the Larson TA, consistent with the Replacement Space MOU, the County will replace a portion of the Relinquished Space by vacating, transferring, and relinquishing to the AOC all of the County's rights and interests, including the County's "equity" rights and interests (as such term is used in the Act), in and to a total of 8,658 square feet of space within the Building that was originally designated as County Exclusive-Use Area in the Transfer Agreement and the PUA ("**Larson Replacement Space**"). Pursuant to the Replacement Space MOU, the County has, at the County's sole cost, developed 6,415 square feet of the Larson Replacement Space into two new courtrooms, two new judges' chambers, and Court support space, pursuant to design documents reviewed and approved by AOC and the Court, as shown in the floor plans for the basement level, the first floor, and the third floor of the Building that are attached as **Attachment "2"** to this PUA Amendment, which **Attachment "2"** shall, on and after the Effective Date, supersede and replace the floor plans for the basement level, the first floor, and the third floor of the Building that were originally attached to the PUA as **Attachment "2"**. The Parties acknowledge that the floor plan for the second floor of the Building has not changed since the Transfer of Responsibility and is not modified by this PUA Amendment. The balance of the Larson Replacement Space is comprised of 2,243 square feet of office space in the Building that was formerly occupied by a member of the County's Board of Supervisors.

G. Pursuant to Section 5.7.2 of the Larson Transfer Agreement, the AOC has the right and option to consummate a Transfer of Responsibility for additional portions of



the Security-Related Areas within the Building after the Closing of the Transfer of Responsibility. The AOC has elected to exercise its right and option to complete such a Transfer of Responsibility from the County to the AOC for an additional 9,324 assignable, exclusive-use square feet of the Security-Related Areas in the Building and an additional 1,435 square foot increase in the Common Area of the Building attributed to the County with respect to such Security-Related Areas ("**Transferred Security-Related Area**"), for a total reduction in the County Exclusive-Use Area in the Building of 10,759 square feet, and the County and the AOC have agreed to amend the PUA to account for the addition of the Transferred Security-Related Area to the Court Exclusive-Use Area in the Building and an adjustment to the Common Area. Such Transferred Security-Related Area comprises the 6,039 square feet characterized in the original **Attachment "2"** to the PUA as "Inmate Trans/Hold Cells" plus 4,720 square feet of the 7,736 square feet characterized in the original **Attachment "2"** to the PUA as "Civil Svcs/Court Svcs"; provided that of the 7,736 square feet characterized as "Civil Svcs/Court Svcs" on the original **Attachment "2"** to the PUA, 3,016 square feet remains County Exclusive-Use Area;

H. The Transferred Security-Related Area has never previously been Court Exclusive-Use Area, it does not replace any of the Relinquished Space, and it is not part of the Larson Replacement Space. The Transferred Security-Related Area consists entirely of space within the Building that has been County Exclusive-Use Area at all times from and after the Closing Date of the Transfer of Responsibility, and a Transfer of Responsibility for the Transferred Security-Related Area will first be consummated pursuant to Section 5.7.2 of the Larson Transfer Agreement and the Amendment No. 1 to Larson TA. Such Transfer of Responsibility for the Transferred Security-Related Area will actually increase the total amount of Court Exclusive-Use Area transferred to the AOC in the Building and throughout the County, whereas the Larson Replacement Space, together with the rest of the replacement space that the County will provide to the AOC at SWJC, will simply maintain the total amount of Court exclusive-use area transferred to the AOC pursuant to the Act on a Countywide basis, notwithstanding the AOC's relinquishment to the County of the Relinquished Space.

I. The County Facilities Payment that was approved by the California Department of Finance ("**DOF**") for the Court Facility was in the annual sum of \$588,713, subject to adjustment as provided for in the Act. Such County Facilities Payment will not be adjusted in connection with the addition of the Larson Replacement Space to the Court Exclusive-Use Area in the Building because, by the terms of the Act, the County is obligated to continue paying, and will continue paying, the county facilities payment for the court facility in the Indio CAC Courthouse covering the Relinquished Space. However, as provided in Section 5.7.2 of the Transfer Agreement, the County Facilities Payment for the Court Facility will be increased to the total annual sum of \$655,050, subject to adjustment as provided for in the Act, to account for the Transfer of Responsibility from the County to the AOC of the Transferred Security-Related Area, for

which no County Facilities Payment was ever previously required or paid, and the modifications to the County Share and the Court Share resulting from such Transfer of Responsibility;

J. Pursuant to the Replacement Space MOU, the County agreed to pay the AOC an amount equal to three percent of all costs and expenses of the Larson Replacement Space, including without limitation, planning, design, and construction costs ("**Total Larson Project Costs**") for project and construction management in overseeing the planning, design, and construction of the Larson Replacement Space ("**Larson Project Management Fee**"). As set forth in this PUA Amendment, the Parties have determined and hereby agree that the Larson Project Management Fee for the Larson Replacement Space is \$67,800; and

K. The AOC and the County now wish to amend certain provisions of the PUA as set forth in this PUA Amendment.

NOW, THEREFORE, the AOC and the County agree as follows:

1. Amendments.

(a) Sections 3, 6, 7, 9, and 10 in the section entitled "Summary of Basic Information" are hereby deleted in their entirety and replaced with the following:

- |                                                    |                                                                                                                                                                                                                               |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. Address of the AOC for Notices<br>(Section 10): | Administrative Office of the Courts<br>Attention: Assistant Director, Office of<br>Real Estate and Facilities Management<br>455 Golden Gate Avenue<br>San Francisco, CA 94102<br>Voice: (415) 865-4040<br>Fax: (415) 865-8885 |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

With a copy to:

Administrative Office of the Courts  
Legal Services Office  
Attention: Supervising Attorney, Real  
Estate Unit  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Voice: (415) 865-4056  
Fax: (415) 865-8885

Any and all audit requests and notices by the County relating to termination of this PUA or alleged breach or default by the AOC of this PUA shall also be sent to:

Administrative Office of the Courts  
Attention: Senior Manager, Business Services  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Voice: (415) 865-7978  
Fax: (415) 865-4326

6. **Court Exclusive-Use Area (Section 1):** That certain space within the Building comprised of one hundred forty-nine thousand, two hundred seventy-seven (148,995) square feet of space as more particularly described in Section 1.3 below and depicted on **Attachment "2"** attached hereto.

7. **County Exclusive-Use Area (Section 1):** That certain space within the Building comprised of three thousand, nine hundred, ninety-five (3,995) square feet of space as more particularly described in Section 1.4 below and depicted on **Attachment "2"** attached hereto.

9. **The Court Share (Section 1):** Ninety-seven and thirty-nine one hundredths percent (97.39%).

10. **The County Share (Section 1):** Two and sixty-one one hundredths percent (2.61%).

(b) Subsections 1.3, 1.4, and 1.4.1 of the PUA are hereby deleted in their entirety and replaced with the following:

1.3 Court Exclusive-Use Area. One hundred forty-nine thousand, two hundred seventy-seven (148,995) square feet of space within the Building, equaling ninety-seven and thirty-nine one hundredths percent (97.39%) of the total building square footage ("**Court Share**"), is comprised of one hundred twelve thousand, four hundred sixty-three (112,463) square feet of space in the Building exclusively occupied by the Superior Court of the State of California, for the County of Riverside ("**Court**"), as more particularly described and depicted on **Attachment 2** attached hereto ("**Court Exclusive-Use Area**"), together with the pro rata share of the Common Area (as defined below) of the Real Property allocated to Court use, equal to thirty-six thousand, five hundred thirty-two (36,532) square feet of the Building.

1.4 County Exclusive-Use Area. Three thousand, nine hundred, ninety-five (3,995) square feet of space within the Building, equaling two and sixty-one one hundredths percent (2.61%) of the total building square footage ("**County Share**"), is comprised of three thousand sixteen (3,016) square feet of space in the Building exclusively occupied by the County, which is identified as "County-

Sheriff" area on **Attachment 2** attached hereto ("**County Exclusive-Use Area**"), together with the County's pro rata share of the Common Area (as defined below) of the Real Property allocated to the County, equal to nine hundred seventy-nine (979) square feet of the Building.

The Court Share and the County Share are sometimes hereinafter individually and collectively referred to as the "**Proportionate Share**" or the "**Proportionate Shares.**" The County and the AOC confirm and agree that the AOC is entitled to "equity" rights and interests (as the word "equity" is used in the Act) in all of the Court Exclusive-Use Area, including the originally-transferred Court Exclusive-Use Area, the Larson Replacement Space, and the Transferred Security-Related Area, and the County is entitled to "equity" rights and interests (as the word "equity" is used in the Act) in the County Exclusive-Use Area as it has been modified by the transactions contemplated in this PUA Amendment and in Amendment No. 1 to Larson TA. The Court Share and the County Share shall be adjusted if the Court Exclusive-Use Area or County Exclusive-Use Area is increased or decreased in accordance with Section 2 below, or pursuant to the Transfer Agreement.

1.4.1 Security-Related Areas. The AOC and the County acknowledge and agree that the Building contains certain security-related areas used for secure ingress, egress, holding, and transport of prisoners attending Court sessions in the Building (collectively, the "**Security-Related Areas**"). Notwithstanding the Transfer of Responsibility for the Building and any future transfer to the State of title to the Real Property, the County Sheriff 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, all in accordance with that certain Agreement for Security Services between the County Sheriff's Department and the Court effective as of July 1, 2003, and as it may be further amended or renewed from time to time (the "**Security Services Agreement**").

(c) The following sentence is hereby added to the end of Section 1.5 of the PUA: "For clarification, all elevators in the Building shall be treated as Common Area for purposes of Section 5 of this PUA irrespective of their location within the Building."

(d) **Attachment "2"** to the PUA is hereby deleted in its entirety and replaced with **Attachment "2"** attached hereto and incorporated by this reference.

2. Confirmation of Larson Project Management Fee. By no later than sixty (60) days following the Effective Date (as defined below) of this PUA Amendment, the County shall pay the Larson Project Management Fee for the Larson Replacement Space

to the AOC in an amount equal to \$67,800, which the Parties agree is equal to three percent of the Total Larson Project Costs for the Larson Replacement Space.

3. Entire Agreement. The Larson Transfer Agreement, as modified by Amendment No. 1 to Larson TA, together with the PUA, as modified by this PUA Amendment, set forth the entire agreement of the Parties with respect to the subject matter of the Larson Transfer Agreement, Amendment No. 1 to Larson TA, the PUA, and this PUA Amendment. All prior and contemporaneous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties with respect to said subject matter are of no force or effect whatsoever except to the extent expressly set forth in the Larson Transfer Agreement, Amendment No. 1 to Larson TA, the PUA, or this PUA Amendment.

4. Effective Date. This PUA Amendment shall take effect and be binding commencing on the date that it is signed by the last of the Parties to sign it (“**Effective Date**”).

5. Binding Effect. Except as expressly modified by this PUA Amendment, the PUA remains in full force and effect as originally entered into by the Parties.

6. Counterparts. This PUA Amendment may be signed in counterparts, each of which will be considered an original and all of which taken together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the AOC and the County have entered into this PUA Amendment as of the Effective Date.

APPROVED AS TO FORM:  
Administrative Office of the Courts,  
Legal Services Office

By: KL S-S  
Name: Kenneth Levy, Attorney  
Date: 7/2/2014, 2014

JUDICIAL COUNCIL OF  
CALIFORNIA

By: Ann Walker  
Name: Grant Walker  
Title: Senior Manager, Business Services  
Administrative Office of the Courts  
Date: 7/18/14, 2014

ATTEST:  
CLERK OF THE BOARD  
Kecia Harper-Ihem

By: \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_, 2014

APPROVED AS TO FORM:  
Greg Priamos, County Counsel

By: Parisha R. Priamos  
Deputy County Counsel  
Date: 8/4, 2014

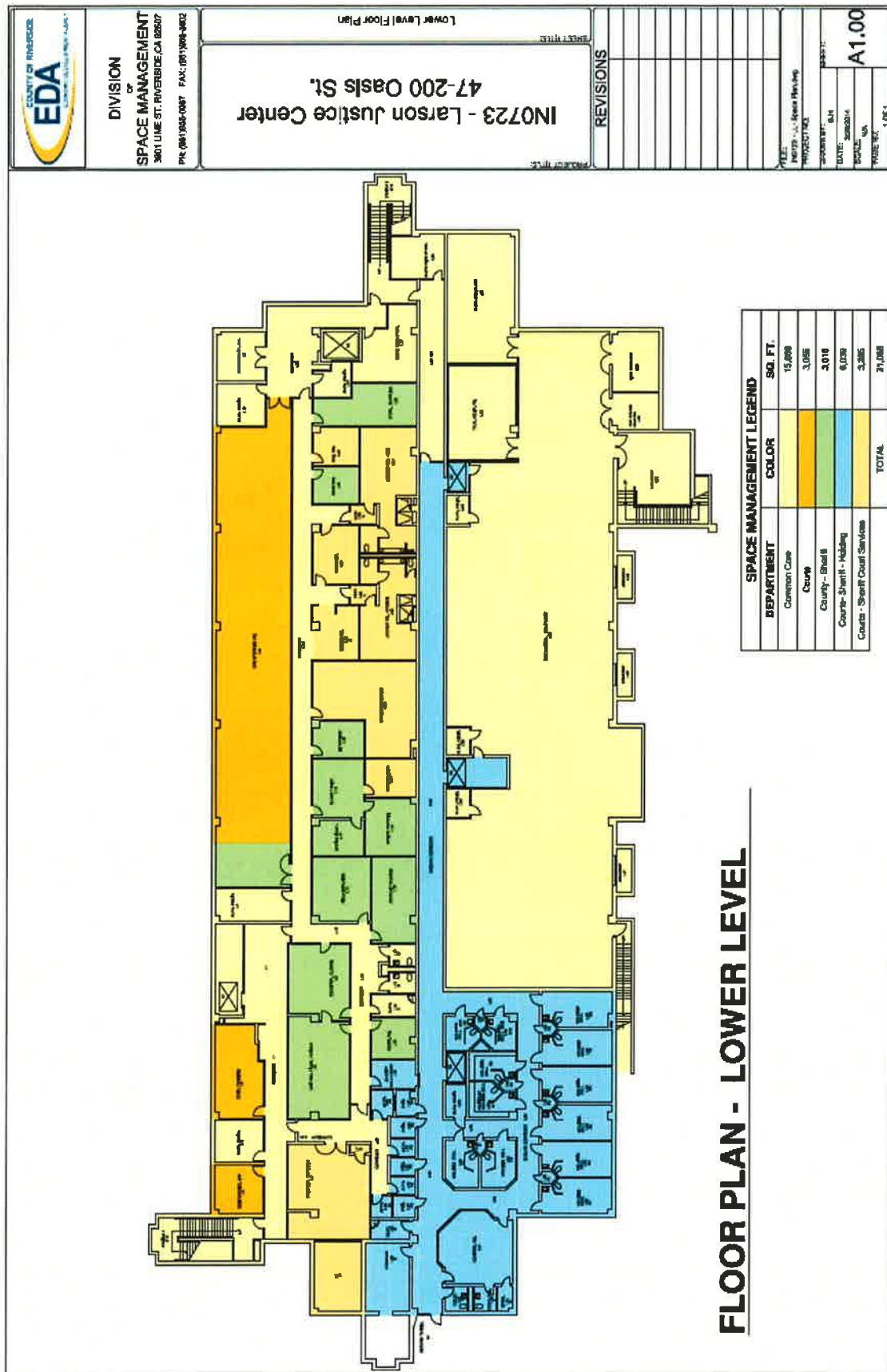
COUNTY OF RIVERSIDE, a body  
corporate and politic

By: \_\_\_\_\_  
Name: Jeff Stone  
Title: Chairman, Board of Supervisors  
Date: \_\_\_\_\_

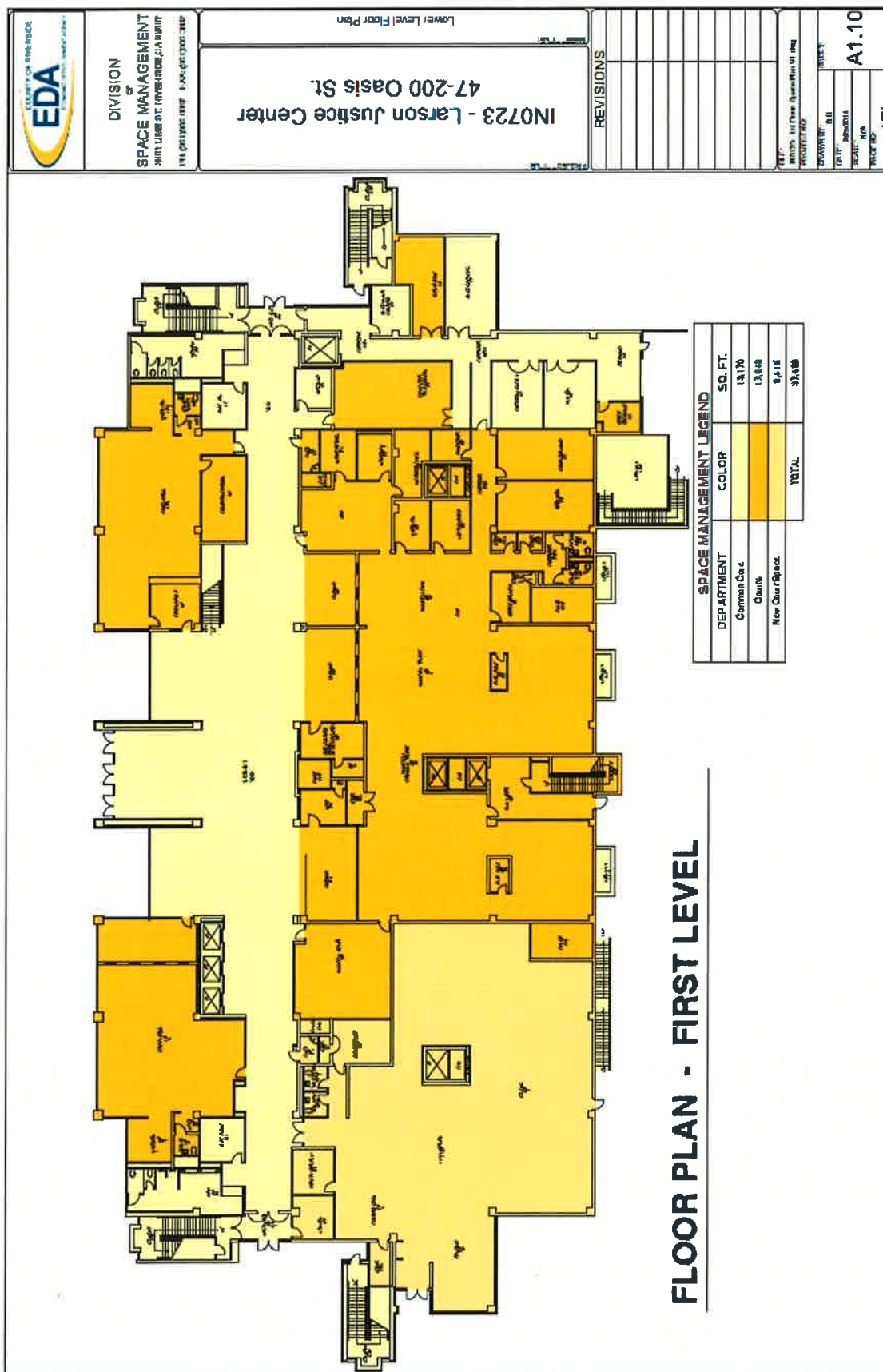
**ATTACHMENT 2**

**COPY OF FLOOR PLAN DEPICTING THE  
COURT EXCLUSIVE USE AREA,  
COUNTY EXCLUSIVE USE AREA AND COMMON AREA**

(Attached)







| SPACE MANAGEMENT LEGEND |       |         |
|-------------------------|-------|---------|
| DEPARTMENT              | COLOR | SQ. FT. |
| Common Core             |       | 0,000   |
| Courts                  |       | 30,300  |
| New Court Reporters     |       | 2,642   |
|                         | 100%* | 44,000  |

[illegible]

05/06/2014

## Larson Justice Center

|                                                                       |                |
|-----------------------------------------------------------------------|----------------|
| <b>Building Total Square Footage</b>                                  | <b>152,990</b> |
| <b>Superior Courts of Ca. Sq Ft (exclusive)</b>                       | <b>103,805</b> |
| <b>Percentage of Courts Sq Ft (SUBJECT TO CFP)</b>                    | <b>89.89%</b>  |
| <b>New Replacement Space – Superior Courts of CA Sq Ft (exchange)</b> | <b>8,658</b>   |
| <b>Percentage of New Court Sq Ft (NON-CFP)</b>                        | <b>7.50%</b>   |

| <u>Floor</u><br>Out | <u>Department</u><br><i>Common Core</i>                    | <u>Department Use</u><br><i>Central Plant</i> | <u>Gross Sq Ft</u><br>2,136 |
|---------------------|------------------------------------------------------------|-----------------------------------------------|-----------------------------|
|                     |                                                            | <i>Mechanical Equipment, Halls,</i>           |                             |
| 0/SB                | <i>Common Core</i>                                         | <i>Restrooms, Ect</i>                         | 15,669                      |
| 0                   | County - Sheriff                                           | Civil Service                                 | 3,016                       |
| 0                   | Courts                                                     | Sheriff Inmate Trans/Hold Cells               | 6,039                       |
| 0                   | Courts                                                     | Sheriff Court Svcs Only                       | 3,285                       |
| 0                   | Courts                                                     | Offices/File Storage                          | 3,056                       |
| 1                   | <i>Common Core</i>                                         | <i>Halls, Restrooms, Ect</i>                  | 13,170                      |
| 1                   | <b>New Court Space</b>                                     | <b>2 New Courtrooms</b>                       | <b>6,415</b>                |
| 1                   | Courts                                                     | Offices                                       | 17,843                      |
| 2                   | Courts                                                     | Courtrooms                                    | 43,273                      |
| 3                   | <i>Common Core</i>                                         | <i>Halls, Restrooms, Ect</i>                  | 6,536                       |
| 3                   | <b>New Court Space</b>                                     | <b>Offices</b>                                | <b>2,243</b>                |
| 3                   | Courts                                                     | Courtrooms                                    | 30,309                      |
| <b>Sq Ft</b>        | <b>Description</b>                                         |                                               |                             |
| 3,016               | County Sheriff Civil Svcs                                  |                                               |                             |
| <b>2,243</b>        | <b>New Court Space (Former Clerk/Board of Supervisors)</b> |                                               |                             |
| <b>6,415</b>        | <b>New Courtrooms (Former Law Library)</b>                 |                                               |                             |
| 103,805             | Courts                                                     |                                               |                             |
| <b>115,479</b>      | <b>Total Net Assignable Square Footage</b>                 |                                               |                             |
| 15,669              | Common Core – Mechanical Equipment                         |                                               |                             |
| 2,136               | Common Core – Central Plant                                |                                               |                             |
| 19,706              | Common Core – Halls, Restrooms, Ect.                       |                                               |                             |
| <b>37,511</b>       | <b>All Common Core Square Footage</b>                      |                                               |                             |
| 115,479             | Total Net Assignable Square Footage                        |                                               |                             |
| 37,511              | All Common core Square Footage                             |                                               |                             |
| <b>152,990</b>      | <b>Building Total Square Footage</b>                       |                                               |                             |

05/06/2014

Larson Justice Center

**Calculations per Department to include Common Core**

|                |         |   |         |   |        |   |        |   |        |   |         |   |         |
|----------------|---------|---|---------|---|--------|---|--------|---|--------|---|---------|---|---------|
| Co. Civil Svcs | 3,016   | / | 115,479 | = | 2.61%  | * | 37,511 | = | 979    | + | 3,016   | = | 3,995   |
| New Court      | 8,658   | / | 115,479 | = | 7.50%  | * | 37,511 | = | 2,813  | + | 8,658   | = | 11,471  |
| Space/Non CFP  |         |   |         |   |        |   |        |   |        |   |         |   |         |
| Courts         | 103,805 | / | 115,479 | = | 89.89% | * | 37,511 | = | 33,719 | + | 103,805 | = | 137,524 |

**Courts Percentage of the Building for CFP =  $\frac{137,524}{152,990} = 89.89\%$**

**Courts Percentage of the Building Occupied =  $\frac{148,995}{152,990} = 97.39\%$**