

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

361



FROM: Economic Development Agency

SUBMITTAL DATE:
 June 18, 2015

SUBJECT: Termination of Transfer and Joint Occupancy Agreements and Relinquishment of Equity Interest, District 4, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors Approve the Agreement for the Termination of the Transfer and Joint Occupancy Agreements and Relinquishment of Equity Interest of the Indio Juvenile Court with the Judicial Council of California and authorize the Chairman to execute the Agreement on behalf of the County.

BACKGROUND:

Summary

On December 16, 2008, the County and Judicial Council entered into a Transfer Agreement for the Transfer of Responsibility and funding for the Court Facility under minute order item 3.10 for the Indio Juvenile Court facility property with the County retaining title to the building.

(Continued)

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 2015/2016

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: 3.10 of 12/16/08; 3.30 of 12/14/10

District: 4

Agenda Number:

3-17

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

Economic Development Agency

FORM 11: Termination of Transfer and Joint Occupancy Agreements and Relinquishment of Equity Interest,
District 4, [\$0]

DATE: June 18, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

On December 14, 2010, the Board of Supervisors approved minute order item 3.30 adopting Resolution No. 2010-319 authorizing the conveyance of Fee Simple Interest in Real Property located in the City of Indio, County of Riverside, described as an approximate 4.64 acre portion of Assessor's Parcel Number 614-150-031 to the State of California, Judicial Council of California (JCC) for a new Juvenile Court Facility (Project), which consisted of the existing 2.03 acre portion of the Indio Juvenile Court facility and an additional 2.61 acre portion of County land. The Grant Deed to the JCC was recorded on May 27, 2011, finalizing the transaction.

Through the Acquisition Agreement, the County and JCC (Parties) agreed to further obligations of the parties, which included entering into the Termination for the Joint Occupancy Agreement to be effective 30 days after issuance of a certificate of occupancy for the new Juvenile and Family Courthouse.

The JCC's project is soon to go before State Public Works Board (SPWB) for approval of project funding to build the new Juvenile Courthouse Facility. SPWB is requiring the termination of both the Transfer and Joint Occupancy Agreements for granting the project funding to JCC. The Parties reached agreement for termination.

The termination agreement provides that the County will continue to provide the utilities to the existing Courthouse until they are separated per the Acquisition Agreement with the JCC reimbursing the County at 100% of the building cost in lieu of the former 41.83%.

Other than increasing the JCC's share of costs for utilities and expediting the termination of the JOA, all remaining obligations of the parties outlined in the Acquisition Agreement remain preserved and shall survive the termination agreement, which allows the County to support early termination.

The increase in the JCC's portion of utilities from 41.83% of the building to 100% will yield a reduction in net county costs upon reimbursement by the JCC.

The recommended motion is an administrative activity between the County and the JCC wherein the County relinquishes any and all interests in the State's ownership of the parcel and its associated facilities. Under this action, the County makes no commitment to any specific project that may impact the environment. Therefore, this administrative action is not a project under CEQA. All funding, design, development and associated environmental assessment required by CEQA for any future projects will be the responsibility of the JCC.

Impact on Citizens and Businesses

This administrative activity will serve the judicial needs of the Coachella Valley and surrounding communities by providing the JCC with administrative approval from the SPWD.

Attachments

Termination Agreement
Map of Subject Site

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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.

APN(S): 614-150-031-9; County of Riverside

TERMINATION OF TRANSFER AND JOINT OCCUPANCY AGREEMENTS AND RELINQUISHMENT OF EQUITY INTEREST

This TERMINATION OF TRANSFER AND JOINT OCCUPANCY AGREEMENTS AND RELINQUISHMENT OF EQUITY INTEREST (this "**Termination**") is made and given on the _____ day of _____, 2015, by and between the County of Riverside, a political subdivision of the State of California ("**County**"), whose present address is 4080 Lemon Street, 4th Floor, Riverside, CA 92501 and the Judicial Council of California, an entity established by the Constitution of the State of California ("**Council**"), whose present address is 455 Golden Gate Avenue, 8th Floor, San Francisco, CA 94102-3688, Attention: Assistant Director, Real Estate and Facilities Management. The Council and the County each constitute a "Party" and collectively constitute the "Parties" to this Termination.

RECITALS

A. On December 16, 2008, County and Judicial Council entered into a Transfer Agreement For The Transfer of Responsibility For Court Facility (the "**Transfer Agreement**") which court facility is located at 47-671 Oasis Street, Indio, CA 92201 (the "**Real Property**"). The legal description of the Real Property, which is 2.03 acres, is attached to this Termination as **Exhibit "1."** Under the Transfer Agreement, County transferred to the Judicial Council responsibility for funding and operation of the Indio Juvenile Court, which is located in a building on the Real Property (the "**Existing Courthouse**"). Under the Transfer Agreement, the County retained title to the Real Property.

B. Under the Transfer Agreement, Judicial Council and County also entered into a Joint Occupancy Agreement dated December 16, 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 Riverside County as Document No. 2008-0677836.

D. On February 18, 2011, County and State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts entered into a Property Acquisition Agreement (“**Acquisition Agreement**”) whereby the County sold to the State of California a 4.64 acre site for a New Juvenile and Family Courthouse (“**New Juvenile Courthouse Site**”). The New Juvenile Courthouse Site includes (a) the Real Property which is 2.03 acres in size, and (b) an adjacent parcel which is 2.61 acres in size, for a total acreage of 4.64 acres for the entire New Juvenile Courthouse Site.

E. On May 27, 2011, the Judicial Council of California recorded the Grant Deed for the New Juvenile Courthouse Site from the County to the State of California, acting by and through the Judicial Council of California, Administrative Office of the Courts in the Official Records of Riverside County as Document No. 2011-0234644.

F. Section 12.g of the Acquisition Agreement provides that the Parties shall enter into this Termination, to be effective 30 days after issuance of a certificate of occupancy for the New Juvenile and Family Courthouse.

G. Notwithstanding Section 12.g of the Acquisition Agreement, the Parties desire to enter into this Termination to be effective immediately as opposed to 30 days after issuance of certificate of occupancy for the New Juvenile and Family Courthouse.

H. The intention of the Parties is that this Termination shall only terminate the Transfer Agreement and the JOA and does not terminate or alter the Acquisition Agreement between the Parties except as it pertains to the change in timing to execute this Termination originally provided in Section 12.g in the Acquisition Agreement.

I. Notwithstanding the termination of the JOA, the Parties want to provide that the County will continue to provide utility service to the Existing Courthouse until the utilities are separated and relocated per Section 12.1 of the Acquisition Agreement with the Judicial Council paying 100% of those utility costs for the Existing Courthouse.

J. On July 29, 2014, the Council amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any party.

K. Pursuant to California Rules of Court, Rule 10.81 all references in the Transfer Agreement, the JOA, the Memorandum, and the Acquisition Agreement to the “Administrative Office of the Courts” or “AOC” may be replaced with “Judicial Council of California,” “Judicial Council,” or “Council.”

NOW, THEREFORE, in consideration of the foregoing promises, and for good and valuable consideration, the sufficiency of which is acknowledged, the County and the Council agree as follows:

1. Termination of Transfer and JOA Agreements; Relinquishment.

(a) The County hereby fully and forever releases, relinquishes, waives, and surrenders to and for the benefit of the Council, their respective successors and assigns, any and all right, title, and interest, of any and every kind, that the County has or may have in and to the Existing Courthouse and the Real Property under or by virtue of the Act, the Transfer Agreement or the JOA including all rights, interests, and entitlement of the County in the Provided Parking Area (“**Relinquishment**”).

(b) As a result of this Relinquishment, the Council will be deemed to have acquired all rights, title, and interest that arise from the Act, including all “equity” interest (as that term is used in the Act), that the County has, or may have, in and to the Real Property and the Existing Courthouse, including the Provided Parking which is associated with the Existing Courthouse.

(c) As a result of this Relinquishment, the Real Property and the Existing Courthouse shall no longer be burdened by the Transfer Agreement, the JOA, or the Memorandum. Notwithstanding the preceding, Article 8 of the Transfer Agreement and Article 8 of the JOA shall survive termination and remain in full force and effect with respect to any claims that arose prior to full execution of this Termination until such time that the statute of limitations has expired. The Parties agree and acknowledge that despite the termination of the Transfer Agreement and the Joint Occupancy Agreement (collectively, the “**Agreements**”), Article 8 of the Transfer Agreement and Article 8 of the JOA have been incorporated by reference into this Termination and the Parties shall retain the Agreements until such time any of the continuing obligations are no longer in effect.

(d) The Parties acknowledge that the termination of the Transfer Agreement and the JOA will not impact the County's continuing obligation to make County Facilities Payments pursuant to Section 6.1 of the Transfer Agreement, Section 3.10 of the JOA, and the Act.

(e) This Termination and Relinquishment shall not terminate, alter, nor have any effect on the Acquisition Agreement other than change in timing to execute this Termination for the Transfer Agreement and JOA. All the other rights and obligations under the Acquisition Agreement remain in full force and effect until such time full performance has occurred pursuant to terms and conditions of the Acquisition Agreement.

2. Utilities to Existing Courthouse. Notwithstanding termination of the JOA, the County will continue to provide gas, water, sewer, and electricity service to the Existing Courthouse ("**Utilities**") until the Utilities are separated and relocated per Section 12.1 of the Acquisition Agreement; and the Judicial Council will pay 100% of the cost of those Utilities that are provided to the Existing Courthouse. In calculating the cost of the Utilities that are provided to the Existing Courthouse, the Parties shall utilize the allocation methodology set forth in section 4.5.3.1 of the JOA, however, the Council shall be responsible for 100% of the Building, rather than 41.83% of the Building. This Termination shall not impact or effect the Parties' obligations under section 12.1 of the Acquisition Agreement with respect to separating the utilities between the Existing Courthouse and the County's existing Juvenile Hall Facilities.

3. Effective Date. This Termination and Relinquishment shall be effective immediately upon full execution of this Termination.

4. No Warranty or Recourse. The release and relinquishment given by the County under section 1 of this Termination is made without warranty or recourse of any kind.

5. Acceptance. The Council hereby accepts the foregoing release from the County.

6. Miscellaneous.

6.1 Governing Law. This Termination and the related Relinquishment is made and given in the State of California and will be governed by the laws of the State of California without resort to choice of law principles.


6.2 Conditions. This Termination and the related Relinquishment will confer no rights and will impose no obligations on the State, the Council, or the County beyond those expressly provided in this Termination and the Acquisition Agreement.


6.3 Severability. If any agreement, covenant, or term of this Termination is held by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, all agreements, covenants, and terms of this Release not held invalid, void, or enforceable will continue in full force and effect and will in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, the County and the Council have signed this Termination by its duly authorized representatives.

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

JUDICIAL COUNCIL OF CALIFORNIA

By: 
Name: Leslie G. Miessner
Title: Supervising Attorney
Date: 5/6/15

By: 
Name: Curt Soderlund
Title: Chief Administrative Officer
Date: 5-6-15


ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

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

By: _____
Deputy
Date: _____

By: _____
Name: Marion Ashley
Title: Chairman, Board of Supervisors
Date: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel
Date: 6/10/15
SYNTHIA M. GUNZEL

COUNTY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

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)

JUDICIAL COUNCIL ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On MAY 6, 2015 before me, ZUZANA BURSİK, Notary Public, personally appeared CURT SODERLUND, 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)

EXHIBIT "1"

LEGAL DESCRIPTION OF THE LAND

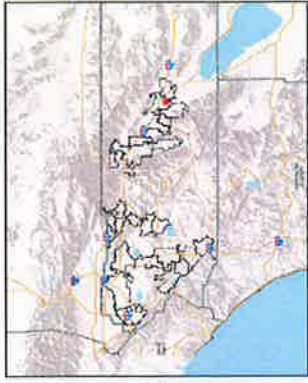
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 7 EAST OF SAN BERNARDINO MERIDIAN, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM ANY PORTION LYING SOUTH OF THE NORTH LINE OF PARCELS A AND B OF LOT LINE ADJUSTMENT NO. 3884, APPROVED BY THE COUNTY OF RIVERSIDE ON OCTOBER 30, 1996, A COPY OF WHICH WAS RECORDED ON OCTOBER 31, 1996 AS INSTRUMENT NO. 417816 OF OFFICIAL RECORDS.

APN: 614-150-031-9

APN 614-150-035

MAP FOR TERMINATION OF TRANSFER AGREEMENT AND JOINT OCCUPANCY AGREEMENT



Legend

- RCLIS Parcels
- Interchanges
 - 1
 - 2
- Cetap
- roads
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
 - Lakes
 - Rivers

Notes

"IMPORTANT" Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



0 182

364 Feet



REPORT PRINTED ON... 5/28/2015 3:31:32 PM

© Riverside County TLMA GIS