

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

516



**FROM:** Executive Office and the Economic Development Agency

**SUBMITTAL DATE:**  
April 7, 2010

**SUBJECT:** Space Allocation in the Corona Courthouse

**RECOMMENDED MOTION:** That the Board of Supervisors approve a Memorandum of Understanding between the County and the Administrative Office of the Courts for the allocation of space in the Corona Courthouse, direct the chairman to sign all four copies, and direct the Clerk of the Board to return the remaining three copies to the Executive Office.

**BACKGROUND:** On December 16, 2008 the County and the Administrative Office of the Courts (AOC), as part of the transfer of county court facilities to the AOC, entered into a joint occupancy agreement for the facility located in the City of Corona at 505 S. Buena Vista. Payments to the AOC for the Corona facility began in January 2009; the annual amount is \$106,473. Although this amount will be paid in perpetuity it is not indexed to increase with inflation.

Continued

*Gary Christmas*

*Robert Field*

Gary Christmas, Chief Deputy  
Executive Office

Robert Field, Assistant County Executive Officer  
EDA

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$106,473	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 106,473	Budget Adjustment:	No
Annual Net County Cost:	\$ 106,473	For Fiscal Year:	2009/10

**SOURCE OF FUNDS:** Court Facilities Account

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

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

**APPROVE**

BY:

*Jay E. Orr*  
Jay E. Orr

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: April 20, 2010  
xc: E.O., EDA

Kecia Harper-Ihem  
Clerk of the Board

By: *[Signature]*  
Deputy

**3.17**

Prev. Agn. Ref.: 3.7 12/16/08

District:

Agenda Number:

PLATT AFFAIRS COURT REPORTERS & VIDEO  
 BY: *[Signature]*  
 MARSHAL VICTOR  
 DATE: 4/8/10

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

Dept's Recomm.:  
 Per Exec. Ofc.:  
 Policy  
 Policy  
 Consent  
 Consent

## Space Allocation in the Corona Courthouse

### Background continued

The current agreement addresses a dispute between the County and the AOC regarding approximately 2,421 square feet of space located on the third floor of the facility. The County will provide a comparable amount of contiguous space, be responsible for all reasonable and direct costs for relocating the Court as well as the purchase and installation of data and telecommunication lines. The County will provide 240 days notice of any Court relocation as well as providing the Court with access to the proposed relocation facility for the Court to inspect it. Additionally, the County would also be obligated to operate and maintain any replacement facility including deferred maintenance.

The primary legislation governing the court transfer process, commonly referred to as the Lockyer-Isenberg Trial Court Funding Act of 1997 provides for transfer of the primary obligation of funding court operations from counties to the State of California. The County is required to provide a source of funding for the ongoing operations, maintenance, utilities and insurance costs of court facilities by paying the Judicial Council-AOC the amount that has historically been expended. The payment is made quarterly and is known as the County Facilities Payment. (CFP).

The Memorandum has been reviewed by County Counsel and approved as to form.

**MEMORANDUM OF UNDERSTANDING  
REGARDING PROVISION OF SPACE  
TO THE SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF RIVERSIDE (CORONA COURTHOUSE)**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into on the 20<sup>th</sup> day of April, 2010, (“Effective Date”) among the **Judicial Council of California, Administrative Office of the Courts** (“AOC”), the **County of Riverside**, a political subdivision of the State of California (“County”), and the **Superior Court of California, County of Riverside** (“Court”), together referred to in this MOU as “the Parties.”

**1. PURPOSE AND BACKGROUND**

The Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 (Escutia and Pringle) provides for transfer of the primary obligation for funding of court operations from the counties to the State of California. The restructuring of funding for trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and state funding of, and created a more stable and consistent funding source for, trial court operations. The Trial Court Facilities Act of 2002 (the “Act”) was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the AOC.

The County and the AOC dispute whether the Act requires the County to transfer to the AOC responsibility for approximately 2,421 square feet of space which is located on the third floor of the Corona Courthouse which is located at 505 S. Buena Vista, Corona, California (“Existing Space”). A floor plan depicting the location of the Existing Space is attached hereto as Exhibit “A.”

The parties acknowledge that the Existing Space is located in a portion of the County Exclusive-Use Area of the Corona Courthouse, as defined in the Joint Occupancy Agreement for the Corona Courthouse, dated December 16, 2008, (“Corona JOA”). While the Court has presented documentation that the transfer agreement for the Corona Courthouse and the Corona JOA may have mistakenly excluded the Existing Space from the court space which should have transferred to the AOC as part of the transfer of responsibility for the court facilities located in the Corona Courthouse, however, the County contends that the documentation presented by the Court is insufficient to adequately prove entitlement to the space in question. For the purpose of resolving this dispute, the Parties agree to compromise, in settlement of the aforementioned dispute, pursuant to the terms and conditions set forth in this MOU.

## 2. REPLACEMENT OF EXISTING FACILITY

a. Relocation of Existing Space to Replacement Facility. Within 240 days of full execution of this MOU or other mutually agreed upon date, the County shall relocate the Court from the Existing Facility into a comparable replacement facility with suitable and necessary facilities at least equal to those of the Existing Space (“**Replacement Facility**”) and provide the space in the Replacement Facility, at the County’s sole cost and expense, to the Court at no charge to the Court or the AOC. The Replacement Facility must be within reasonable walking distance of both: (i) the Hall of Justice located at 4100 Main Street, Riverside, CA; and (ii) the 1903-1933 Historic Courthouse located at 4050 Main Street, Riverside, CA, or at another location mutually agreed to between the Court and the County. In addition, the Replacement Facility shall comprise 2,421 square feet of contiguous space in one location (i.e., the County shall not partition the space such that the Court would be required to spread its operations over multiple facilities or upon non-contiguous floors). Further, in the event that the County relocates the Court into a replacement facility pursuant to the Memorandum of Understanding Regarding Provision of Space to the Superior Court of California, County of Riverside (Bar Association Building Space), dated November 24, 2009, (“**Bar Association Replacement Facility**”), the Replacement Facility and the Bar Association Replacement Facility shall both be in the same location, and the 2,421 square feet of space in the Replacement Facility shall be contiguous to the 3,480 square feet of space in the Bar Association Replacement Facility (i.e., the County shall not partition the space such that the Court would be required to spread its operations over multiple facilities or upon non-contiguous floors).

In addition to the cost of the Replacement Facility, the County will be responsible for all reasonable and direct out-of-pocket costs associated with relocating the Court, including, without limitation, moving costs or costs that the Court incurs as a result of the relocation (e.g. furniture assembly and disassembly, and installation and purchase of data and telecommunication lines and other network related items), but not including indirect costs such as employee salaries or benefits. The County shall give the Court and AOC not less than 240 days notice of the proposed relocation (“**Relocation Notice**”). The Relocation Notice shall include the location and a brief description of the proposed Replacement Facility, the date upon which the County desires the relocation to commence, and the County’s estimated time for the relocation. At the Court’s request, the County shall take all reasonable steps to promptly provide the Court access to the proposed Replacement Facility for the Court’s inspection. Within 60 days of receipt of the Relocation Notice, the Court and the AOC shall notify the County of any concerns the Court or the AOC have with the comparability of the proposed Replacement Facility. Any Court or AOC concerns about the comparability of the proposed Replacement Facility that cannot be readily resolved by the Parties shall be processed under section 3 of this MOU.

b. Provision of Space in the Replacement Facility. The County, at the County's sole cost and expense, will be responsible for providing space to the Court in the Replacement Facility at no charge to either the Court or the AOC. Accordingly, the County shall be responsible for all rent payments which may be applicable to the Replacement Facility.

c. County's Obligation to Maintain Replacement Facility. The County will be responsible, at the County's sole cost and expense, for the operation and maintenance of the Replacement Facility and for performing or cause to be performed all necessary repairs and maintenance, including deferred maintenance, to ensure that the Replacement Facility is suitable pursuant to section 70311 of the Act, and the County shall provide the same level of service to the Court that the County generally provides to County departments in County-occupied buildings. Neither the AOC nor the Court will be responsible for the operation and maintenance of the Replacement Facility or for any of the costs or expenses of operation and maintenance of the Replacement Facility.

Since this MOU is in lieu of a transfer of responsibility under the Act, the County's obligation to provide the Court a Replacement Facility shall not terminate at any time in the future unless the Court both (a) formally relinquishes its right to have the County be responsible for providing said Court space, and (b) voluntarily vacates the Replacement Facility without plans to relocate to another Replacement Facility. Accordingly, the Parties agree that no payment of funds under the Act or as damages can adequately remedy or compensate the AOC or the Court for any failure of County to provide the Court space pursuant to the terms of this MOU; therefore, the County's obligation to provide space to the Court pursuant to this MOU shall continue in perpetuity until the Court both (a) formally relinquishes its right to have the County be responsible for providing said Court space, and (b) voluntarily vacates the Replacement Facility without plans to relocate to another Replacement Facility.

### **3. DISPUTE RESOLUTION**

a. Any dispute between the Parties arising out of this MOU will first be subject to informal negotiations consisting of a letter from the party alleging the dispute to the other parties and identifying it as a request for dispute resolution under this paragraph of the MOU. Any party receiving such a request for dispute resolution must respond within thirty calendar days. The Parties will then engage in an unassisted negotiation regarding the dispute within the next ninety days or as otherwise mutually agreed in writing. At the conclusion of the informal negotiations, the Parties will mediate the dispute, at the request of any party.

b. The Parties will within sixty days mutually agree to a mediator. If the Parties within sixty days do not agree to a mediator, any party may seek to have a qualified mediator appointed.

c. Within thirty days of the selection or appointment of the mediator, the mediator must set a date, not more than ninety days in the future unless the Parties so agree, for the Parties to submit a written summary of issues and disputes. The Parties will equally share the costs of the mediator and any other associated expenses. A written agreement regarding compensation expenses must be reached between the mediator and the Parties before the mediation is commenced.

d. After consulting with the Parties, the mediator will fix the date, time, and place of each mediation session to be held at any convenient location agreeable to the Parties and the mediator. The mediation must be completed within sixty calendar days after the date designated for the delivery of the mediation statements unless the Parties and mediator otherwise mutually agree in writing.

e. The Parties must attend the mediation sessions and have a representative familiar with the facts of the dispute and the authority either to negotiate on behalf of or to effectively recommend settlement to the entity he/she represents. Parties to the mediation may have the assistance of an attorney or other representative of their choice at its sole expense. Other persons may attend the mediation sessions only with the consent of all Parties and the mediator.

f. The mediation statements and mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and oral evidence presented in the mediation and to any and all settlement communications, or mediation communications made during the mediation itself or otherwise in furtherance of or related to the mediation or settlement of the dispute.

#### **4. NOTICES**

Any notice or communication required to be sent to a Party pursuant to this MOU must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage pre-paid and with return receipt requested, or facsimile transmission, sent during regular business hours of the recipient to the Parties at their addresses or fax numbers indicated below. Routine exchange of information may be conducted via telephone, facsimile, and/or electronic means, including e-mail.

If to the AOC:

Administrative Office of the Courts  
Office of Court Construction and Management  
Attention: Portfolio Administration Analyst  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

With a copy to:

Administrative Office of the Courts  
Office of Court Construction and Management  
Attention: Manager, Real Estate  
455 Golden Gate Avenue  
San Francisco, CA 94102

In addition, all audit requests and notices by the County relating to termination of this MOU or alleged breach or default by the AOC of this MOU or any other Closing Document must also be sent to:

Administrative Office of the Courts  
Attention: Senior Manager, Business Services  
455 Golden Gate Avenue  
San Francisco, CA 94102

If to the County:

County of Riverside  
County Executive Office  
Attention: Deputy County Executive Officer  
4080 Lemon Street, 4th Floor  
Riverside, CA 92501

With a copy to:

County of Riverside  
Office of County Counsel  
Attention: County Counsel  
3998 Orange Street  
Riverside, CA 92501

If to the Court:

Superior Court of Riverside County  
Attention: Court Executive Officer  
4050 Main Street  
Riverside, CA 92501


A Party may change its address for notice under this MOU by giving written notice to the other Party in the manner provided in this section 4. Any notice or communication sent under this section 4 will be deemed to have been duly given as follows: (1) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above, or (2) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. Mail.

**[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**




The Parties hereby agree to the terms of this MOU.

**APPROVED AS TO FORM:**  
Administrative Office of the Courts,  
Office of the General Counsel


By:   
Name: Melvin L. Kennedy  
Title: Managing Attorney  
Date: 03-02-10

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


By:   
Name: William C. Vickrey  
Title: Administrative Director of the Courts  
Date: 3-8-10

**ATTEST:**


**KECIA HARPER-JHEM**, Clerk of the Board

By:   
Deputy

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

By:   
Name: MARION ASHLEY  
Title: Chair, Board of Supervisors  
Date: APR 20 2010

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF RIVERSIDE**

By:   
Name: Hon. Thomas H. Cahraman  
Title: Presiding Judge  
Date: 3/18/10

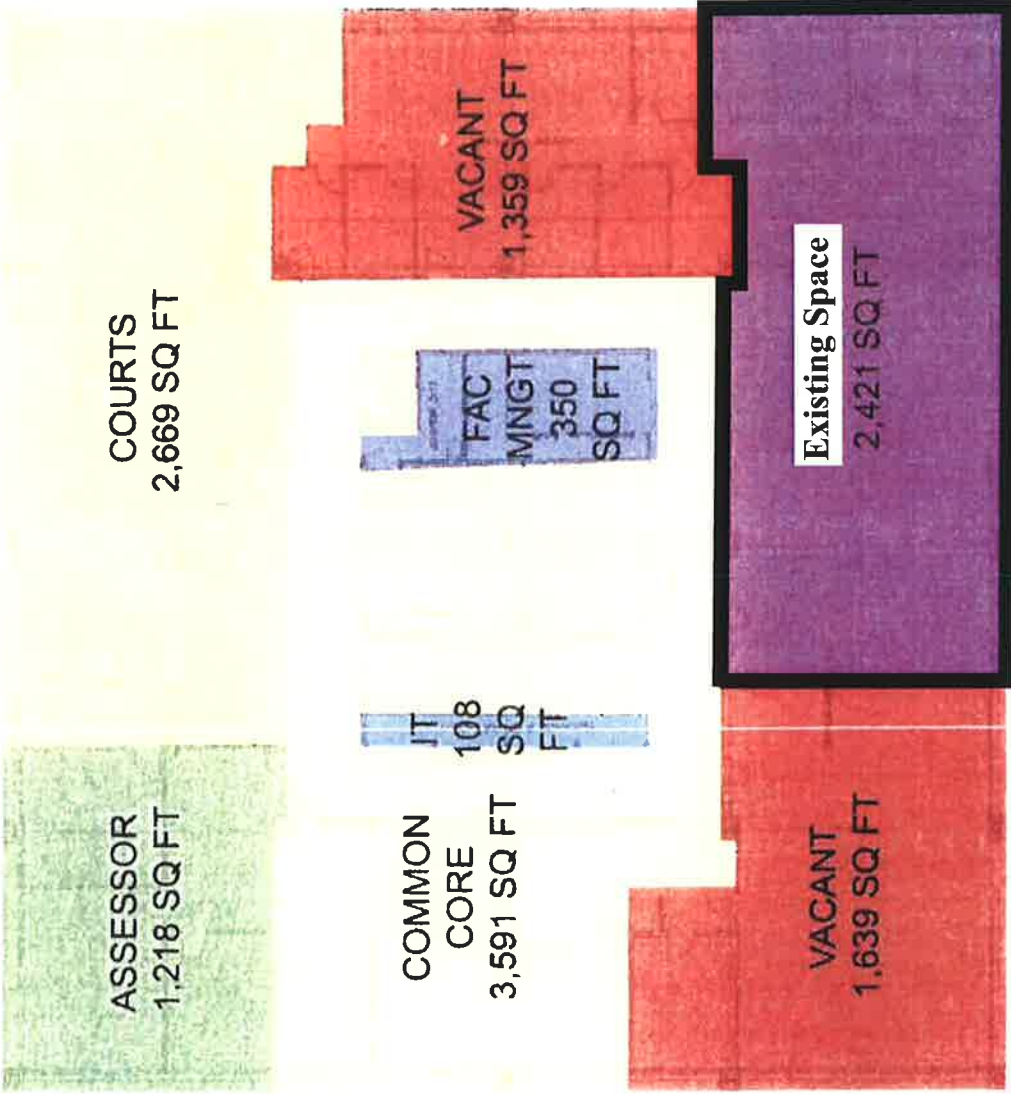
FORM APPROVED COUNTY COUNSEL  
BY:  4/8/10  
MARSHAL L. VICTOR DATE

**EXHIBIT "A"**

**FLOOR PLAN DEPICTING LOCATION OF EXISTING SPACE**

A-1

Court Facility: #33-J1  
Building Name: Corona Courthouse  
Building Address: 505 S. Buena Vista, Corona, CA



- COURTS
- ASSESSOR
- Existing Space
- COMMON CORE
- FACILITIES
- IT
- VANCANT

CO. ADMIN CENTER - CORONA  
 505 S. BUENA VISTA AVE  
 CR403  
 2004 DEPT. OCCUPANCY

UPPER FLOOR PLAN