

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

578



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
February 13, 2013

**SUBJECT:** Memorandum of Understanding (MOU) Between the County of Riverside and the Superior Court of California, County of Riverside, Regarding a New Parking Lot Adjacent to the New Indio Juvenile and Family Law Courthouse

**RECOMMENDED MOTION:** That the Board of Supervisors approve the attached Memorandum of Understanding by and between the County of Riverside and the Superior Court of California, County of Riverside, regarding a New Parking Lot Adjacent to the New Indio Juvenile and Family Law Courthouse and authorize the Chairman of the Board to execute same on behalf of the County of Riverside.

**BACKGROUND:** (Commences on Page 2)

Departmental Concurrence

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

**COMPANION ITEM ON BOARD AGENDA:** No

**SOURCE OF FUNDS:** ECDC project budget

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

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

**APPROVE**

BY: Christopher M. Hans

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: February 26, 2013  
xc: E.O.

Kecia Harper-Ihem  
Clerk of the Board

By: Deputy

Prev. Agn. Ref.: 3.30 of 12/14/10

District: 4/4

Agenda Number:

**3-75**

- Dep't Recomm.:  Consent
- Per Exec. Ofc.:  Consent
- Policy:  Policy
- Policy:  Policy

Economic Development Agency

Memorandum of Understanding (MOU) Between the County of Riverside and the Superior Court of California, County of Riverside, Regarding a New Parking Lot Adjacent to the New Indio Juvenile and Family Law Courthouse

February 13, 2013

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**BACKGROUND:**

On December 14, 2010, under Agenda Item 3.30, the Board of Supervisors adopted Resolution No. 2010-039, authorizing the conveyance of an approximate 4.6 acre portion of Assessor's Parcel Number 614-150-031 and approved the purchase and sale agreement between the Judicial Council of California, Administrative Office of the Courts (AOC) and the County of Riverside (County), collectively (Parties) for the construction of a new Juvenile and Family Law Courthouse.

The County and the Superior Court of California, Riverside County (Court) desire to enter into a Memorandum of Understanding (MOU) for a new parking lot adjacent to the Indio Juvenile and Family Law Courthouse. The MOU provides that the County shall construct an approximate 153 spaced parking lot on an approximate 1.44 acre portion of Assessor's Parcel Number 614-150-034 (formerly 614-150-031), located at 47-665 Oasis Street, Indio, California. The parking lot shall serve for use by the County and Court employee and overflow public parking.

The estimated cost of construction for this parking lot is projected to be approximately one million dollars. The Courts have advised the County that there is no need to build the parking lot until their new Courthouse is built. Further, the Courts advise that they have no plans within the next two years to begin construction.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF RIVERSIDE AND  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE,  
REGARDING A NEW PARKING LOT ADJACENT TO  
THE NEW INDIO JUVENILE AND FAMILY LAW COURTHOUSE**

This Memorandum of Understanding ("MOU") is made and entered into by the County of Riverside ("County") and the Superior Court of California, County of Riverside ("Court"). The purpose of this MOU is to provide Court and County employee and overflow public parking adjacent to the new Juvenile and Family Law Courthouse in Indio.

**RECITALS**

WHEREAS, the State of California, through the Judicial Council and Administrative Office of the Courts ("State") has approved construction of a new Juvenile and Family Law Courthouse ("Courthouse") in Indio, California to be completed in the next few years as determined by State;

WHEREAS, County owns certain real property ("Property") adjacent to the new Courthouse;

WHEREAS, County agrees to construct and maintain a parking lot ("Parking Lot") on the Property for Court and County employee and overflow public parking;

WHEREAS, County intends to complete the construction of Parking Lot on or before the completion and opening of the Courthouse ("Commencement Date"); and

WHEREAS, County and Court desire to enter into a MOU allowing Court to use the Parking Lot under the terms and conditions set forth in this agreement.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1**

**1.0 TERM AND EFFECTIVE DATE**

This MOU shall become effective upon signature of the parties and shall remain in effect for as long as the Court maintains occupancy of the Courthouse.

**ARTICLE 2**

**2.0 THE PROPERTY**

County is the owner of the Property, located at 47-665 Oasis Street, Indio, California, and identified as Assessor's Parcel Number 614-150-034. Exhibit A, which depicts the Property, is incorporated into this MOU by this reference.

2.1 COURT USE

County hereby grants the Court an unrestricted right to use the Parking Lot for employee and overflow public parking. Court's use of Parking Lot shall not be exclusive, but is to be concurrent with County's use.

**ARTICLE 3**

3.0 CONSTRUCTION OF PARKING LOT

County will furnish, at its sole cost and expense, all design and engineering services, labor, and materials necessary to construct the Parking Lot. Parking Lot is to consist of approximately 153 parking spaces. Exhibit B, which sets forth the specifications for the Parking Lot, is incorporated into this MOU by this reference.

3.1 MAINTENANCE

County, at its sole cost and expense, shall maintain the Parking Lot in good condition and repair including the improvements constructed thereon, and shall provide for the sanitary handling and disposal of all refuse (including any hazardous waste) accumulated on Parking Lot.

**ARTICLE 4**

4.0 ASSIGNMENT

This MOU shall not be assigned by either party, in whole or in part, without the prior written consent of the other party.

4.1 NOTICES

Any notices required or permitted herein shall be in writing and personally delivered; or delivered by mail by depositing such notice in the United States mail, first class postage prepaid; or by reputable overnight delivery service (such as Federal Express, UPS or DHL; addressed as follows, or to such other place as each party may designate by subsequent written notice:

**Court:**  
Court Executive Office  
Superior Court of California  
Attn: Court Executive Officer  
4050 Main Street  
Riverside, CA 92501

**County:**  
Economic Development Agency  
Real Estate Division  
3403 Tenth Street, Suite 500  
Riverside, CA 92501  
Attn: Assistant County Executive Officer

Notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the business day following personal delivery; or two business days following the date the notice is postmarked, if mailed; or on the day following delivery to

the applicable overnight courier, if sent by overnight courier for next business day delivery.

#### 4.2 COMPLETE AGREEMENT

This MOU is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. This MOU supersedes any prior understandings between the parties, whether oral or written.

#### 4.3 WAIVER

Any waiver by either party of a breach of any of the terms of this MOU shall not be construed as a waiver of any succeeding breach of the same or other term of this MOU.

#### 4.4 LEGALLY BINDING

This MOU shall be legally binding upon the successors of the Court and the County. The parties hereto, by their due execution of this MOU, represent to every other party that they have reviewed each term of this MOU with their counsel or have had the opportunity for such review with their counsel, and that no parties shall deny the validity of this MOU on the grounds that the party did not have advice of counsel. Each party had the opportunity to receive legal advice with respect to the advisability of this MOU. Each party had the opportunity to participate in the drafting and preparation of this MOU. Any construction to be made in this MOU of any of its terms or provisions shall not be construed against any one party.

#### 4.5 COUNTERPARTS

This MOU may be executed in one or more counterparts, all of which together shall constitute one and the same MOU.

#### 4.6 SEVERABILITY

In the event any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. In the event that any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or against public policy, the parties shall use their best efforts to negotiate and implement amendments to this MOU that are consistent with the purpose of this MOU and the intent of the parties.

#### 4.7 GOVERNING LAW

This MOU and its construction and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California.

#### 4.8 CORRELATION BETWEEN DRAWINGS, SPECIFICATIONS, AND MOU

The drawings and specifications for the Parking Lot and this MOU are intended to supplement each other so that any work mentioned in one of those instruments but not in the others will be performed in the same manner as if mentioned in all of the instruments. If a conflict arises between the instruments, the specifications will control over the drawings, and this MOU will control over both the drawings and the specifications.

#### 4.9 MODIFICATION/AMENDMENT

No modification or change to this MOU will be valid without written approval from the other party, in the form of an Amendment.

#### 4.10 FURTHER ASSURANCES

Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all other instruments and documents, and to take all actions that may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.

#### 4.11 CERTIFICATION OF AUTHORITY TO EXECUTE THIS MOU

County and Court certify that the individual(s) signing below on behalf of the party has authority to execute this MOU on behalf of the party and may legally bind the party to the terms and conditions of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU in Riverside, California.

ATTEST:  
CLERK OF THE BOARD  
Kecia Harper-Ihem

COUNTY OF RIVERSIDE, a body  
corporate and politic

By: [Signature], Deputy

By: [Signature]  
Name: JOHN J. BENOIT  
Title: Chair, Board of Supervisors

APPROVED AS TO FORM:  
PAMELA J. WALLS, COUNTY  
COUNSEL  
County Counsel

By: [Signature] 2/27/13  
Deputy County Counsel

**ACKNOWLEDGED AND APPROVED:**  
Superior Courts of California, County of Riverside (Courts)

By: [Signature] Date: 2-11-13  
Mark A. Cope, Presiding Judge

County of Riverside (County)

By: [Signature] Date: 2-11-13  
Jay Orr, County Executive Officer

# EXHIBIT A



PROPOSED  
153 PARKING SPACES  
ON APPROXIMATELY 1.44 ACRES



