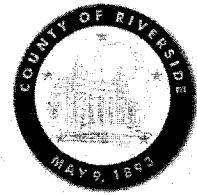


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

579



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
February 13, 2013

**SUBJECT:** Memorandum of Understanding (MOU) Between the Judicial Council of California, the Administrative Office of the Courts, and the County of Riverside Regarding New Replacement Space for Indio CAC Annex Courthouse

**RECOMMENDED MOTION:** That the Board of Supervisors approve the attached Memorandum of Understanding (MOU) by and between the Judicial Council of California, Administrative Office of the Courts (AOC) and the County of Riverside (County) and authorize the Chairman of the Board to execute same on behalf of the County and regarding New Replacement Space for the Indio CAC Annex Courthouse.

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

Robert Field  
Assistant County Executive Officer/EDA

Departmental Concurrence

<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

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

**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: EDA

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 3.45 of 07/13/10

District: 4/4, 3/3

Agenda Number:

**3-76**  
EDA-001a-1  
Form 11 (Rev 06/2003)

**BACKGROUND:**

On December 23, 2008, under Agenda Item 3.49, the Board of Supervisors approved the transfer of responsibility agreement and related documents for the joint use and occupancy of the Indio CAC Annex to the AOC and the County, collectively (Parties), which sets forth the parties rights and responsibilities.

With the recent award to the County by the State of California of an AB900 Grant in the amount of \$100 million, the County is working to expand the existing jail (353 beds) and provide an additional 1273 beds in a modern East County Detention Center (ECDC) facility. To make way for this state of the art facility, a total of four courtrooms will need to be demolished and newly constructed off the project site.

The AOC and County have mutually agreed and desire to enter into a MOU which addresses the relocation of these courtrooms and defines the rights, roles and responsibilities of the parties. The MOU provides that the Courts will relinquish a total of 23,252 square feet of space at Indio CAC Annex Courthouse to make room for the new ECDC project; County to be credited for replacement space at Southwest Justice Center of 1,142 square feet and Larson Justice Center of 2,243 square feet; County will furnish replacement space of two new courtrooms and chambers to be built in the Larson Justice Center of 6,415 square feet and two new courtrooms, chambers and support office space to be built in close proximity to Southwest Justice Center/Juvenile Hall of 13,452 square feet. The parties have agreed to work cooperatively to adhere to the timelines established for the successful completion of all projects as set forth in the ECDC schedules.

The estimated costs of construction for these new courtrooms will be approximately 12 million dollars. The County has the debt capacity to cover these construction costs when it becomes necessary to do so.

As defined in the MOU, the parties have agreed to enter into any future agreements necessary to effectuate the changes which will be submitted to the Board of Supervisors under separate cover and no later than May 1, 2013.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,  
THE ADMINISTRATIVE OFFICE OF THE COURTS,  
AND THE COUNTY OF RIVERSIDE  
REGARDING NEW REPLACEMENT SPACE FOR  
INDIO CAC ANNEX COURTHOUSE**

THIS MEMORANDUM OF UNDERSTANDING REGARDING THE PROVISION OF NEW REPLACEMENT SPACE FOR INDIO CAC ANNEX COURT (“MOU”) is made and entered into this 26<sup>th</sup> day of February 2013, (“Effective Date”), by and between the County of Riverside (“County”), and the Judicial Council of California (“Council”), Administrative Office of the Courts, (together with the Council, the “AOC”). For purposes of this MOU, the AOC and the County are each a “Party” and are sometimes referred to as “Parties.”

**BACKGROUND AND PURPOSE OF MOU**

A. The Lockyer-Isenberg Trial Court Funding Act of 1997 (Chapter 850, Statutes of 1997) provides for transfer of the primary obligation for funding of court operations from the counties to the State. 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 State.

B. AOC and County entered into that certain Transfer Agreement for the Transfer of Responsibility for the Indio CAC Annex Justice Center (“Court Facility”), with an effective date of December 23, 2008 (“Indio CAC Annex TA”). Concurrently, AOC and County entered into that certain Joint Occupancy Agreement for the Court Facility #33-C2 & C4, with an effective date of December 23, 2008 (“Indio CAC Annex JOA”), setting forth the terms governing the Parties’ respective rights and responsibilities regarding their shared possession, occupancy, and use of the Court Facility as described in the Indio CAC Annex JOA.

C. The County desires to expand the East County Detention Center where the Court Facility is located, and met with the AOC and Superior Court on October 25, 2012, regarding the proposed relocation of the Court’s exclusive use space at the Court Facility for use by the County under section 14, County’s Right to Request Amendments in Certain Circumstances of the Indio CAC Annex TA and under section 5.3, Amendment to Indio CAC Annex JOA; Equity Rights of the India CAC Annex JOA.

D. The Indio CAC Annex JOA acknowledges that the Court’s Exclusive-Use Area at the Court Facility subject to relocation under the terms and conditions of this MOU is defined as 23,252 square feet of floor space of the buildings, which are exclusively occupied and used by the Court, as depicted on Attachment “2” of the JOA, and depicts the space subject to replacement and relocation (“Relinquished Space”).

E. The Relinquished Space at the Court Facility will be replaced by 4 courtrooms, chambers, and support space, two in the Larson Justice Center #33-C1 and two in a location adjacent to the Southwest Justice Center #33-M1 and Southwest Juvenile Hall.

F. The County submitted a Non-Binding Letter of Intent dated November 29, 2012, outlining the Parties' intentions and agreement which letter was acknowledged and approved by the AOC and Court on December 6, 2012, a copy of which is attached hereto as Exhibit "B".

G. The AOC and the County now wish to formalize their agreement to allow for the replacement and relocation of the Relinquished Space through a second amendment to the JOA for Southwest Justice Center #33-M1, an amendment to the PUA for Larson Justice Center #33-C1 and a Termination of Indio CAC Annex JOA for the Court Facility #33-C2 & C4. The Parties mutually agreed to enter into any and all required and necessary agreements to effectuate the replacement and relocation of the Relinquished Space as further specified herein.

H. Subject to the terms and conditions set forth below, the Parties intend that this MOU will govern the Parties' respective rights and responsibilities regarding the replacement and relocation of the Relinquished Space.

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

### AGREEMENT

1. **Termination of Indio CAC Annex JOA.** The Parties have agreed to terminate the Indio CAC Annex JOA #33-C2 & C4 effective the date the Court vacates the Court Facility pursuant to section 4.1 below, which shall be accomplished by a separate document, Termination of Joint Occupancy Agreement.

2. **Replacement Space for the Court Facility.** The County and AOC agree to the following replacement of space for the Court Facility in satisfaction of the County's responsibility to provide space under the Act, which accounting for credits and relocation of space equals a total of 23,252 SF of space constituting the Relinquished Space:

2.1 Credit to the County for replacement space at Southwest Justice Center S205 (1,142 SF); and Larson Justice Center, Supervisors office (2,243 SF), together totaling 3,385 SF, which the Court has taken occupancy of as of the Effective Date;

2.2 Replacement space to be relinquished by the County for two new courtrooms and chambers to be built in the Larson Justice Center in space currently occupied by the Law Library consisting of 6,415 SF ("New Larson Space"); and

2.3 Replacement space of two new courtrooms, chambers, and support office space to be built in close proximity to Southwest Justice Center/Juvenile Hall of 13,452 SF (“**New Southwest Justice Space**”).

For purposes of this MOU, the New Larson Space and New Southwest Justice Space are collectively referred to herein as “**New Replacement Space**”.

3. **County’s Obligations.** The County shall, at its sole cost and expense, plan, design, construct and complete the New Replacement Space identified in sections 2.2 and 2.3 above and as set forth in Exhibit “A-1”, attached hereto and incorporated by this reference. The County acknowledges and agrees that all costs and expenses of the New Replacement Space shall be borne solely by the County, including without limitation planning, design and construction costs (“**Total Project Costs**”). In addition, the County shall pay the AOC an amount equal to 3% of the Total Project Costs of the New Replacement Space as those costs are incurred by the County for project and construction management in overseeing of the planning, design, and construction of the New Replacement Space (“**AOC Project Management**”) which amount shall not exceed \$200,000. All final plans, specifications and construction documents for the New Replacement Space will be subject to the prior written approval of the AOC (which prior approval shall not unreasonably delay the County) and among other things, incorporate all applicable Design Guidelines from the California Trial Court Facilities Standards 2011 issued by the California Judicial Counsel (August 2011) and fully comply with all regulatory approvals. 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 Replacement Space, nor shall the AOC’s approval of the plans, specifications and construction documents subject AOC to any liability for any aspect of the New Replacement Space project, nor such approval be deemed a guarantee of the constructability of the New Replacement Space project. Upon completion of the New Replacement Space, the County shall provide as-built plans for the New Replacement Space to the AOC. The County is fully obligated to deliver occupancy of the New Replacement Space in accordance with the project schedules and delivery dates as outlined in the attached Exhibit “A-2”, attached hereto and incorporated by this reference. 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 Replacement Space, including without limitation, all moving, telecommunications, supplies and other relocation costs.

#### 4. **AOC’s Obligation.**

4.1 The AOC hereby acknowledges and agrees that Court Facility #33-C2 & C4 shall be vacated by the Court no later than November 27, 2013, as shown on the project schedule (Exhibit “A-2”). Notwithstanding the foregoing, the Court shall only be

obligated to vacate the Relinquished Space if the New Larson Space is available for full occupancy by the Court on November 14, 2013.

4.2 The AOC shall assign staff to assist in the AOC Project Management of the New Replacement Space defined in sections 2.2 and 2.3 above. The AOC shall assign staff to assist in the drafting of amendments to agreements defined in sections 1 and 5, at their sole cost and expense.

4.3 The AOC will provide the County such project scope documents as determined reasonably necessary to assist with the design of the New Southwest Justice Space.

5. **Further Documents.** The County and AOC agree to prepare and execute no later than May 1, 2013, the following documents, and any other documents which may be determined necessary to accomplish the intent of this MOU, to cover the New Replacement Space referenced in section 2.2. and 2.3 above:

5.1 Amendment to Possession and Use Agreement, Facility #33-C1, Larson Justice Center or terminate existing Possession and Use Agreement and execution of a new Joint Occupancy Agreement for Larson Justice Center, Facility #33-C1;

5.2 Joint Occupancy Agreement, Facility #33-M1, Southwest Justice Center.

5.3 Termination of Joint Occupancy Agreement for the Court Facility pursuant to section 1 above.

6. **Term.** The term of this MOU will commence upon the Effective Date set forth above and shall terminate upon completion of construction and delivery of full occupancy to the AOC and Court of the New Replacement Space. This MOU may be terminated earlier if the County does not proceed with the East County Detention Center project.

7. **Miscellaneous.**

7.1 **Integration.** This MOU and its exhibits, contains the entire agreement of the Parties with respect to the replacement space for the Court Facility and the Parties' respective intentions and obligations, and supersedes all previous communications, representations, understandings and agreements, whether verbal, written, express, or implied, between the Parties.

7.2 **Amendment.** No addition to or alteration of the terms of this MOU shall be valid unless made in the form of a written amendment to this MOU, which is executed by the Board of Supervisors of the County and by the AOC.

**7.3 Further Assurances.** The Parties agree to cooperate reasonably and in good faith with one another to (i) implement the terms and provisions set forth in this MOU, and (ii) consummate the transactions contemplated herein, and shall execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this MOU.

**7.4 Assignment.** A significant consideration for this MOU is the familiarity of County with the Court Facility and its operations that will allow County to efficiently provide the New Replacement Space. For this reason, County and AOC agree that County shall not assign any interest in this MOU, without the prior written consent from AOC.

**7.5 Notices.** Any notices required or permitted hereunder 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 in this section 7.5 below, and to the Parties' Designated Representatives pursuant to section 7.12 of this MOU. Routine exchange of information may be conducted via telephone, facsimile, or electronic means, including e-mail. All other notices or communications, including notices related to estimates, invoices, emergencies, defects, and audits, shall be delivered to the Parties' Designated Representatives pursuant to 7.12 of this MOU.

If to the County: County of Riverside  
County Executive Office  
Attention: Deputy County Executive Officer  
4080 Lemon Street, 4th Floor  
Riverside, CA 92501  
Voice: 951-955-1100  
Fax: 951-955-1105

With a copy to: County of Riverside  
Office of County Counsel  
Attention: County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501  
Voice: 951-955-6323  
Fax: 951-955-6322

If to the AOC: Judicial Branch Capital Program Office  
Judicial Council of California - Administrative Office  
of the Courts  
Attention: Financial Manager  
2860 Gateway Oaks Drive, Suite 400

Sacramento, CA 95833-3509  
Phone: 916-263-1687  
Fax: 916-263-2342

With a copy to: Administrative Office of the Courts  
Real Estate and Facilities Management  
Attention: Manager, Real Estate  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Voice: 415-865-4048  
Fax: 415-865-8885

Executive Office of the Superior Courts  
Riverside County  
Attention: Executive Officer  
4050 Main Street  
Riverside, CA 92501

Provided, however, that any and all audit requests and notices by County relating to termination or alleged violation by AOC of this MOU shall also be directed to:

If to the AOC: Administrative Office of the Courts  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688  
Attention: Senior Manager, Business Services  
Voice: 415-865-4090  
Fax: 415-865-4326

**7.6 Waiver.** No waiver of any provision of this MOU will be valid unless it is in writing and signed by the Party making such waiver. Waiver by either Party at any time of any breach of this MOU cannot not be deemed a waiver of or consent to a breach of any other provision of this MOU or a consent to any succeeding breach of the same or another provision of this MOU.

**7.7 Binding Effect.** This MOU binds the Parties and their permitted successors and assigns.

**7.8 Construction.** This MOU will not be construed against either Party as the principal draftsman. The capitalized terms used in this MOU and not otherwise defined will have the meanings given to them in the Indio CAC Annex JOA.

**7.9 Severability.** If any term of this MOU is inconsistent with applicable Law, then on the request of either Party, the Parties shall promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law,



but all parts of this MOU not affected by the inconsistency shall remain in full force and effect.

8. **Governing Law.** This MOU shall be construed under the laws of the State of California, without regard to its conflict of law provisions.

8.1 **Independent Contractors.** The relationship of the Parties to each other hereunder will be that of independent contractors, and nothing herein shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between or among any of the County Parties or the State Parties.

8.2 **Designated Representatives.** The Parties shall each identify and appoint an individual who shall have authority to bind it to all matters and approvals related to Services under this MOU. Each Party may change its Designated Representative by written notice to the other. Each Party hereby acknowledges and agrees that its Designated Representatives shall bear primary responsibility for the giving and receipt of notices, and for the coordination of its administrative obligations under this MOU; but neither Party's Designated Representative has any authority to alter, amend, or modify the rights and obligations of such Party under this MOU. The contact information for the initial AOC Designated Representative is:

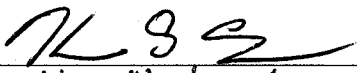
Gisele Corrie  
Financial Manager  
Judicial Branch Capital Program Office  
Judicial Council of California - Administrative Office  
of the Courts  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833-3509  
Phone: 916-263-1687  
Fax: 916-263-2342  
Email: gisele.corrie@jud.ca.gov

The contact information for the initial County Designated Representative is:


Robert Field  
Assistant County Executive Officer/EDA  
Economic Development Agency  
County of Riverside  
Attn: Real Estate Division  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501  
Telephone: 951-955-8916

IN WITNESS WHEREOF, this MOU has been executed as of the day and year first above written.

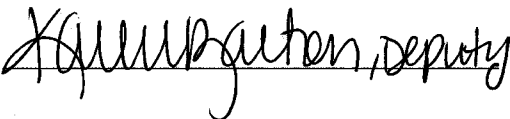
APPROVED AS TO FORM:  
Administrative Office of the Courts,  
Legal Services Office

By:   
Name: Kenneth Levy Attorney  
2/14/13

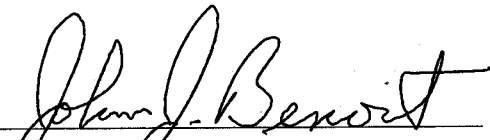
**JUDICIAL COUNCIL OF CALIFORNIA**

By:   
Name: Grant Walker 2/15/13  
Title: Senior Manager, Business Services  
Administrative Office of the Courts

ATTEST:  
CLERK OF THE BOARD  
Kecia Harper-Ihem

By:  deputy

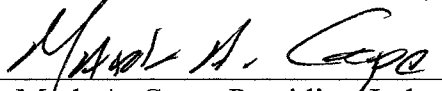
**COUNTY OF RIVERSIDE, a body corporate and politic**

By:   
Name: **JOHN J. BENOIT**  
Title: Chair, Board of Supervisors

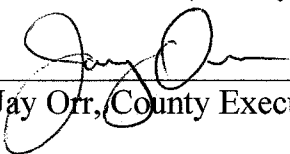
APPROVED AS TO FORM:  
PAMELA J. WALLS, COUNTY  
COUNSEL  
County Counsel

By:  2/27/13  
Deputy County Counsel

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

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

County of Riverside (County)

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

**Exhibit "A-1"**

Building #33-C2 & C4 Indio Annex Justice Center 82-675 Highway 111, Indio, CA 92201

**EXCLUSIVE AREA SPACE CALCULATIONS**

<b>Party</b>	<b>Exclusive Use Space Calculations</b>	<b>Exclusive Area Share</b>
Court	23,252 square feet	29.68%
County	55,098 square feet	70.32%

Building #33-C1 Larson Justice Center 46-200 Oasis Street, Indio, CA 92201  
Building #33-M1 Southwest Justice Center 30755-D Auld Rd., Murrieta, CA 92563

**REPLACEMENT SPACE CALCULATIONS**

<b>Location</b>	<b>Space Calculations</b>	<b>Description</b>
Larson Justice Center - #33-C1	2,243 square feet	Credit to County – Court Occupied
Larson Justice Center - #33-C1	6,415 square feet	Two Courtroom - County Build Out
Southwest Justice Center - #33-M1	1,142 square feet	Credit to County – Court Occupied
Southwest Justice Center - #33-M1	13,452 square feet	Two Courtroom and Support Offices – County Build Out

Exhibit "A-2"

**INDIO LARSON JUSTICE CENTER: ADD 2 COURTROOMS**

**SCHEDULE**

As of: January 30, 2013

<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Design	11/7/12	2/28/13
State and Local Jurisdictions Design Approval	2/28/13	4/19/13
Bidding	4/19/13	5/16/13
Form-11 - Approve Construction Contract – FAST TRACK	5/17/13	6/11/13
Construction	6/24/13	11/13/13
Occupancy	11/14/13	11/27/13

**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

**Exhibit "B"**

Non-Binding Letter of Intent

[See attached.]



November 29, 2012

Theresa Dunn, Senior Real Estate Analyst  
Judicial Council of California  
Administrative Offices of the Courts  
Office of Real Estate and Facilities Management  
2255 N. Ontario Street, Suite 200  
Burbank, CA 91504

Re: Non-Binding Letter of Intent

Dear Ms. Theresa Dunn,

As per our on-going discussion, the terms below summarize the main deal points of a proposed transaction between the County of Riverside (County), and the Judicial Council of California, Administrative Offices of the Courts (AOC), collectively referred to as "Parties," for the purposes of relocating the Superior Courts' space from the Indio CAC Annex Justice Center, located at 82-675 Highway 111, Indio, CA 92201.

**Purpose**

On December 23, 2008, the County and the AOC entered into a Transfer of Responsibility (TOR) and Joint Occupancy Agreement (JOA) for the space occupied by the Superior Court of California, County of Riverside (Court) at the Indio CAC Annex Justice Center. The court's exclusive use space contained in that agreement totals 23,252 square feet (SF). The County wishes to build a new jail at the current site of the existing Indio CAC Annex. The County, AOC, and Superior Court of California, County of Riverside met on October 25, 2012, and discussed the County's request to amend the Joint Occupancy Agreement #33-C2 and C4, pursuant to Section 5.3, Amendment to JOA; Equity Rights.

**Proposal**

The County has proposed replacing the Court space at Indio CAC Annex with space acceptable to the AOC at the Larson Justice Center #33-C-01 (LJC), Southwest Justice Center #33-M1 (SWJC), and the Southwest Juvenile Hall. The Court and AOC are amenable with this proposal, subject to further development of the proposal, amended JOAs and a new agreement for the Southwest Juvenile Hall courtrooms, which would provide for the relocation and replacement space of the 23,252 SF of court exclusive use space in accordance with the #33-C2 and C4 JOA at no cost to the AOC or Court. The intent is that the future JOA costs at the new facilities will not exceed the expected costs at Indio CAC Annex.

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Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

Letter to AOC  
Subject: Non-Binding Letter of Intent  
November 29, 2012  
Page 2 of 4

**Replacement Space**

The Parties agree to replacement space as follows: (1) Credit to the County for space at SWJC S205 (1,142 SF) and LIC Supervisors office (2,243 SF), together totaling 3,385 SF, which the Courts have already taken occupancy of; (2) Replacement space to be relinquished by the County for two new courtrooms and chambers to be built in the Larson Justice Center Law Library space of 6,415 SF; and (3) Replacement space of two new juvenile ~~dependency~~ courtrooms, chambers and support office space to be built attached to Southwest Juvenile Hall of 13,452 SF, for a total of 23,252 SF of replacement space. The Court will not vacate Indio Annex until the Court and AOC has approved completion of replacement space.

*SLP  
JRM*

**Construction**

The County will replace two of the Indio Annex courtrooms with two new courtrooms and chambers at Larson Justice Center within replacement space of not less than 6,415 SF; and, will replace the remaining two Indio Annex courtrooms with two new juvenile courtrooms, chambers and support office space of replacement space to be built attached to Southwest Juvenile Hall of not less than 13,452 SF.

**Funding**

The County will fund the above described replacement and deliver the project in accordance with AOC design standards at no cost to Court or AOC.

**Agreements**

Upon acceptance of this non-binding LOI, the County and AOC will work to develop and/or amend the agreements as applicable that establish roles and responsibilities of the parties pertinent to these facilities.

Upon acceptance of the LOI, the AOC and Courts agree to work cooperatively with the County, which includes but is not limited to, participation in and attendance to project meetings for project progression prior to final execution of the agreements.

This document is an understanding of the Parties intentions as discussed at the meeting held on October 25, 2012, with representatives from all Parties present at said meeting.

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Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

Letter to AOC  
Subject: Non-Binding Letter of Intent  
November 29, 2012  
Page 3 of 4

**Time is of the Essence**

The Parties to this LOI acknowledge that "time is of the essence" and will work cooperatively to expedite all matters associated with this LOI as well as any future definitive agreements and development and construction of the collective facilities. The Parties recognize that the County is under a fixed schedule mandated by the award of funding under Assembly Bill 900 from the State of California.

**Approvals**

This project and any agreements are subject to any and all required approvals by the Board of Supervisors for the County of Riverside and the authorized signatory for the AOC. *with the approval of the Court. See [signature]*

This LOI is an outline of the major contemplated terms and conditions and is not intended as a legal and binding agreement. The parties agree that no contractual obligation will be created by this LOI. Neither County nor AOC shall have any legal obligation or liability to the other with respect to the matters set forth in this proposal unless and until the definitive agreements or amendments to agreements are executed by both parties.

If AOC accepts the terms and conditions provided in this LOI, please indicate so by signatures on page 4 and return this document to my attention.

Sincerely,



Robert Field  
Assistant County Executive Officer/EDA

cc: Vincent Yzaguirre

ACCEPTANCE SIGNATURES PAGE 4 ATTACHED

[www.rivcoeda.org](http://www.rivcoeda.org)

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

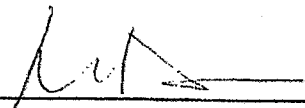
Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development



Letter to AOC  
Subject: Non-Binding Letter of Intent  
November 29, 2012  
Page 4 of 4

**ACCEPTED AND AGREED:**

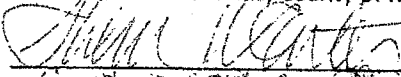
Judicial Council of California, Administrative Offices of the Courts (AOC)

By:   
Theresa Dunn, Senior Real Estate Analyst

Date: 12-6-12

**ACKNOWLEDGED AND APPROVED:**

Superior Courts of California, County of Riverside (Courts)

By:   
Title: Court Executive Officer

Date: 12-6-12

TA:jg/11.27.12/191FM/15.539

Administration  
Aviation  
Business Intelligence  
Custom Services  
Customer Services  
Custody

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward Dean Museum  
Environmental Planning  
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Foreign Trade  
Grants Administration

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