

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



ITEM: 3.6
(ID # 19360)

MEETING DATE:
Tuesday, September 13, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the First Amendment to the Memorandum of Understanding Between the County of Riverside; the Judicial Council of California; and the Superior Court of California, County of Riverside, Regarding a New Parking Lot Adjacent to the New Indio Juvenile and Family Law Courthouse in Indio, California and Approval of the Revised MOU Amount, CEQA Exempt, District 4. [Total Cost \$1,556,379, 100% East County Detention Center Fund 30702]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find this agreement to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption, Section 15303 (e) New Construction or Conversion of Small Structures Exemption, Section 15311 (b) Accessory Structures Exemption, and Section 15061(b)(3), Common Sense exemption;
2. Approve the First Amendment to the Memorandum of Understanding between the County of Riverside; the Judicial Council of California; and the Superior Court of California, County of Riverside, Regarding a New Parking Lot Adjacent to the New Indio Juvenile and Family Law Courthouse;

Continued on page 2


ACTION:CIP, Policy


Rose Salgado, Director of Facilities Management 8/22/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 13, 2022
xc: FM, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County;
4. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction;
5. Direct the Clerk of the Board to return two (2) copies of the First Amendment to Facilities Management;
6. Approve an increase to the Memorandum of Understanding in the amount not to exceed \$1,556,379 for a revised amount of \$2,356,379;
7. Authorize the use of additional East County Detention Center Fund 30702 in the not to exceed amount of \$1,556,379, including reimbursement to Facilities Management (FM) for incurred project related expenses; and
8. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five (5) working days.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,556,379	\$0	\$1,556,379	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: East County Detention Center Fund 30702-100%			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Judicial Council of California, Office of the Courts (Judicial Council) and the County of Riverside (County) entered into that certain Property Acquisition Agreement, dated February 18, 2011 (Acquisition Agreement), pursuant to which the County conveyed and the State of California, acting by and through the Judicial Council, agreed to acquire title to 4.64 acres of property consisting of (i) the Indio Juvenile Court, which is 2.03 acres in size, and (ii) an adjacent parcel that is 2.61 acres in size (collectively, the Judicial Council Property), on which the Judicial Council is constructing a new Indio Juvenile and Family Courthouse (New Indio Courthouse) for the Council's use. The Acquisition Agreement provided for the parties' completion, after the close of escrow, of certain actions and obligations to be carried out at such time as would be necessary and appropriate in conjunction with the Judicial Council's performance of the New Indio Courthouse.

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

The County and Judicial Council then entered into that certain Memorandum of Understanding (MOU) regarding a new parking lot adjacent to the New Indio Courthouse, dated February 11, 2013, pursuant to which the County agreed to construct and maintain a parking lot on approximately 1.44 acres of the County Property to the west of the Judicial Council Property (Parking Lot Project). On February 4, 2014, Item 3.4, the Board of Supervisors (Board) dedicated an initial commitment of funds for the MOU in the amount of \$800,000.

On September 14, 2021, per M.O. 3.14, the Board approved a separate Memorandum of Understanding with the Judicial Council for the construction of the New Indio Courthouse. Since onsite construction for the New Indio Courthouse is underway and managed by the Judicial Council, both parties agree that additional efficiencies can be achieved through the Judicial Council's construction of the Parking Lot Project, on behalf of the County.

Both Parties now desire to amend the MOU to provide for the Judicial Council's performance of the Parking Lot Project, the County's payment and reimbursement to the Judicial Council, and other terms and changes deemed helpful and necessary by the Parties. The \$1,556,379 requested under this Board action covers the increase in the contract work which will now be performed by the Judicial Council.

The First Amendment been approved as to form by County Counsel.

Pursuant to the California Environmental Quality Act (CEQA), this Agreement was reviewed and determined to be categorically exempt from CEQA, pursuant to State CEQA Guidelines section 15301, Class 1, Existing Facilities Exemption; section 15303 (e) New Construction or Conversion of Small Structures Exemption; section 15311 (b) Accessory Structures Exemption; and section 15061 (b)(3), "common sense" exemption, as it will not result in direct impacts to the physical environment or reasonably foreseeable indirect effects.

Impact on Citizens and Businesses

Visitors and staff will benefit from an improved and convenient parking access to County and State buildings.

ATTACHMENTS:

- First Amendment
- Memorandum of Understanding
- Notice of Exemption

SC:sc/07122022/ FM08000000171/MT19360

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

Meghan Hahn
Meghan Hahn, Senior Management Analyst

9/2/2022

Miriam
Miriam, County Counsel

9/1/2022

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF RIVERSIDE;
THE JUDICIAL COUNCIL OF CALIFORNIA; 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 First Amendment to Memorandum of Understanding ("**First Amendment**") is made and entered into as of September 13, 2022 ("**Effective Date**"), by and between the County of Riverside ("**County**"); the Judicial Council of California ("**Judicial Council**"); and the Superior Court of California, County of Riverside ("**Court**"). For purposes of this First Amendment, the County, Judicial Council, and Court may be individually referred to as a "**Party**" and collectively referred to as the "**Parties.**"

RECITALS

A. Pursuant to the Trial Court Facilities Act of 2002, Government Code section 70301 et seq., the County and Judicial Council entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, dated December 16, 2008, pursuant to which the County transferred to the Judicial Council responsibility for the funding and operation of, but retained title to, the court facility, located at 47-671 Oasis Street, in the City of Indio, County of Riverside, State of California, commonly known as the Indio Juvenile Court (Court Facility No. 33-C3) ("**Indio Juvenile Court**"), which is occupied and used by the Court.

B. The Judicial Council and County subsequently entered into that certain Property Acquisition Agreement, dated February 18, 2011, pursuant to which the County conveyed and the State of California, acting by and through the Judicial Council, agreed to acquire title to 4.64 acres of property consisting of (i) the Indio Juvenile Court, which is 2.03 acres in size, and (ii) an adjacent parcel that is 2.61 acres in size (collectively, the "**Judicial Council Property**"), on which the Judicial Council intends to construct for the Court's use the New Indio Juvenile and Family Courthouse (Court Facility No. 33-C5) ("**Courthouse Project**").

C. The County is owner of that certain property ("**County Property**"), located at 47665 Oasis Street, in the City of Indio, County of Riverside, State of California, and the building located thereon commonly known as the Riverside County Juvenile Hall ("**Juvenile Hall**"), which is situated adjacent to the Judicial Council Property.

D. The County and Court previously entered into that certain 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, dated February 26, 2013 (“MOU”), pursuant to which the County agreed to construct and maintain an approximate 153 spaced parking lot on an approximate 1.44 acres of the County Property of the Judicial Council Property (“**West Parking Lot**”).

E. The County further agreed in the MOU (i) to complete the construction of the West Parking Lot on or before the completion and opening of the Courthouse Project including, without limitation, the furnishing, at the County’s sole cost and expense, of all design, engineering services, labor, and materials necessary to construct the West Parking Lot (collectively, the “**Parking Lot Construction**”), and (ii) to maintain the West Parking Lot in good condition and repair, including the improvements constructed thereon and the sanitary handling of all refuse, including hazardous waste disposal, from the West Parking Lot (collectively, the “**Parking Lot Maintenance**”), all as more fully set forth in the MOU.

F. The MOU also provided the County’s consent to the Court’s unrestricted, non-exclusive right to use the West Parking Lot upon the West Parking Lot’s completion for Court employee and overflow public parking concurrently with the County’s use (“**Court Parking Use**”).

G. The Judicial Council has commenced construction of the Courthouse Project on the Judicial Council Property, and the Parties acknowledge the ability to achieve efficiencies and additional benefits from the Judicial Council’s performance of the Parking Lot Construction, on behalf of the County and at the County’s cost and expense, in conjunction with the Judicial Council’s performance of the Courthouse Project.

H. The Parties now desire to amend the MOU to provide for the Judicial Council’s performance of the Parking Lot Construction, the County’s payment and reimbursement to the Judicial Council of the costs associated therewith, and other terms and changes deemed helpful and necessary by the Parties, as more fully set forth and described herein this First Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants set forth herein, the Parties hereto mutually agree to amend the MOU as follows:

1. **Incorporation of Recitals; Defined Terms.** The Parties agree the foregoing Recitals are true and correct, and are incorporated into this First Amendment by this reference. Unless otherwise defined in this First Amendment, any capitalized term shall have the meaning prescribed to it in the MOU.

2. Amendment of West Parking Lot MOU.

2.1. In accordance with section 4.9 (*Modification/Amendment*) of the MOU, the Parties hereby acknowledge and agree that the MOU originally entered into by the County and Court regarding the West Parking Lot is amended, revised, and modified to reflect the terms and conditions set forth in this First Amendment.

2.2. For clarification and avoidance of doubt, section 3.0 (*Construction of Parking Lot*) and Exhibit "B" to the MOU are hereby deleted in their entirety consistent with and replaced by the terms of this First Amendment.

3. Parking Lot Construction.

3.1. West Parking Lot. The Parking Lot Construction shall be for the West Parking Lot consisting of approximately one hundred thirty (130) parking spaces on approximately 1.44 acres of the County Property to the west of the Judicial Council Property, as preliminarily depicted in **Attachment "1"** attached hereto and incorporated herein.

3.2. County Plans & Specifications. The County shall remain responsible for preparing and providing at the County's cost the design documents including, but not limited to, the plans and specifications needed for the performance and completion of the Parking Lot Construction ("**Final Plans**"), which shall amend and replace the original specifications set forth in Exhibit "B" to the MOU. The Parties have approved the Final Plans prepared by the County, attached hereto as **Attachment "2"** and incorporated herein this MOU.

3.3. Judicial Council Performance. Notwithstanding the original terms of the MOU, in consideration of the County's goodwill and other promises made herein, the Judicial Council shall perform the Parking Lot Construction including, but not limited to, procurement, management, scheduling, construction, and inspection. The Judicial Council shall cause the Parking Lot Construction to be constructed in a good and workmanlike manner by qualified personnel and contractors, free from design, material, and workmanship defects in accordance with the Final Plans and with all applicable Federal, State, and local laws, regulations, ordinances, codes, and orders.

3.4. Judicial Council Access. The County hereby grants to the Judicial Council, its contractors, consultants, employees, agents, and representatives the temporary, non-exclusive right of entry, ingress, and egress onto, over, across, and through the County Property for the performance of the Parking Lot Construction and associated construction-related activities in accordance with and satisfaction of this First Amendment.

3.5. Additional Architectural & Engineering Services.

3.5.1. Additional Design Work. Except as otherwise agreed to in writing by the County and Judicial Council, the Parties agree that the Judicial Council will utilize the Project's Architect-of-Record ("**Project AOR**") to design and prepare any construction plans and specifications or perform any other architectural and engineering services for the Parking Lot Construction and West Parking Lot that are subsequently determined in the Judicial Council and County's reasonable discretion to be necessary or appropriate ("**Additional Design Services**"). The preparation and costs of any required Additional Design Services shall be memorialized as and paid through a Change Order (as more fully described below).

3.5.2. Release; Further Acts. Notwithstanding the foregoing, the Parties acknowledge and agree that the County shall indemnify, defend, and hold harmless the Judicial Council, Court, and the Project AOR with respect to any damages, losses, claims, causes of action, and expenses caused by, arising out of, or related to the Project AOR's preparation, provision, and implementation of Additional Design Services, except to the extent specifically caused by the negligence or willful misconduct of the Project AOR; provided, however, in no event whatsoever will the Judicial Council or Court be liable for Additional Design Services. In furtherance of the foregoing, the County hereby agrees to take all reasonable actions requested by the Project AOR including, but not limited to, consenting and entering into a subsequent waiver and release between the County and the Project AOR with respect to the Project AOR's culpability for Additional Design Services, which consent may not be unreasonably withheld, conditioned, or delayed by the County.

3.6. Modifications; Change Orders.

3.6.1. Change Orders. Any modifications to the Final Plans, changes to the Parking Lot Construction, and/or increases in costs (e.g., due to unforeseen conditions, delays, etc.) shall be by written change order ("**Change Order**") executed by both the County and Judicial Council clearly describing the changes and all associated costs necessitated by the Change Order.

3.6.2. Requests for Modifications. The Parties acknowledge and agree that the County may request in writing reasonable modifications to the Final Plans, at the County's sole cost, and the Judicial Council's consent to which shall not be unreasonably withheld, conditioned, or delayed; any such County-requested change shall be memorialized in a Change Order as set forth herein. The County shall respond in writing within five (5) business days of receipt of any request to modify the Final Plans submitted by the Judicial Council for the County's consent, which consent will not be unreasonably withheld, conditioned, or delayed.

3.6.3. Change Order Payment. Unless otherwise agreed to in writing by the County and Judicial Council, any additional costs of the Parking Lot Construction resulting from modifications to the Final Plans or other Change Order shall be borne by the County (unless said costs specifically arise from the Judicial Council or its contractors' negligence or willful misconduct) and paid to the Judicial Council within thirty (30) days of the Parties' execution of the Change Order.

3.7. Drainage Ditch. The Parties acknowledge and agree that a necessary component of the Parking Lot Construction is the designing and constructing of a drainage ditch ("**Drainage Ditch**") that originates on the West Parking Lot portion of the County Property and reroutes any drainage from the Juvenile Hall portion of the County Property away from the Judicial Council Property. Plans and specifications for the Drainage Ditch were not included in the Final Plans for the Parking Lot Construction. The Parties accordingly acknowledge and agree that the Project AOR shall design and prepare plans for the Drainage Ditch in the form of and pursuant to the provisions herein for Additional Design Services; provided, however, the costs of the Additional Design Services for the Drainage Ditch are included and already accounted for in the Reimbursement Costs (defined below) to be paid by the County to the Judicial Council (thereby rendering a Change Order for Additional Design Services related to the Drainage Ditch unnecessary). Upon the Project AOR's completion, and the Judicial Council and County's consent, of the final plans for the Drain Ditch ("**Drainage Ditch Plans**"), which shall not be unreasonably withheld, conditioned, or delayed, the Parties acknowledge and agree that that the approved Drainage Ditch Plans shall be deemed incorporated into the Final Plans. The Drainage Ditch shall be constructed pursuant to and as part of the Judicial Council's Parking Lot Construction performance.

3.8. Completion. The Judicial Council will notify the County upon completion of the Parking Lot Construction, and the Judicial Council and County shall promptly inspect the Parking Lot Construction. Within five (5) business days of said inspection, the County will either accept the Parking Lot Construction in writing or prepare a written list detailing any items that are incomplete, defective, or need correction ("**Punchlist**"). The Judicial Council will cause all Punchlist items to be remedied within thirty (30) days after the Judicial Council and County's inspection.

4. Reimbursement of Costs.

4.1. Costs. The County shall pay the Judicial Council for all costs to be incurred in the performance and completion of the Parking Lot Construction. As of the Effective Date of this First Amendment, the costs associated with the performance and completion of the Parking Lot Construction are estimated to be One Million Six Hundred Seventy-Seven Thousand Eight Hundred Twenty-Nine Dollars and Forty-Nine Cents

(\$1,677,829.49) ("**Reimbursement Costs**"). The Reimbursement Costs include, without limitation, the hard (labor, materials, etc.) and soft costs (architectural/engineering services, permitting, inspection, etc.) as well as contractor and owner respective contingencies for the Parking Lot Construction and the Drainage Ditch. The Parties acknowledge and agree that the Reimbursement Costs are based on the cost proposed by the Project's third-party contractors upon having solicited and received bids therefor.

4.2. Payment of Costs. The Parties acknowledge and agree that, within thirty (30) days of receiving request for payment from the Judicial Council, the County shall make payment to the Judicial Council for and in the full amount of the Reimbursement Costs.

4.3. Final Reconciliation. By or before thirty (30) days following the recordation of the Courthouse Project's Notice of Completion, the Judicial Council shall notify the County in the event that any savings are subsequently realized during and throughout the Project's closeout or a balance remains on the Reimbursement Costs upon the Parking Lot Construction's completion requiring reconciliation between the Judicial Council and County ("**Reimbursement Reconciliation**"). Any payment or reimbursement owed to the County by the Judicial Council due to any such Reimbursement Reconciliation, as applicable and if at all, shall be issued within sixty (60) days of the Judicial Council's notice of any needed Reimbursement Reconciliation. The Judicial Council shall provide upon request supporting documentation evidencing the actual costs incurred for the performance of the Parking Lot Construction.

5. Parking Lot Maintenance. For clarification and avoidance of doubt, the Parties hereby acknowledge and affirm the County's responsibility under the MOU for the Parking Lot Maintenance. That is, upon the Judicial Council's completion of the Parking Lot Construction, the County shall be and remain responsible for all maintenance and repair of the West Parking Lot including, but not limited to, the performance, cost, inspection, and upkeep of such maintenance and repairs as may be needed on a regular, on-going, or future basis.

6. Court Parking Use. For clarification and avoidance of doubt, the Parties hereby acknowledge and affirm the County's consent to the Court Parking Use under the MOU. That is, upon the Judicial Council's completion of the Parking Lot Construction and the Project, the Court shall be entitled to the unrestricted, non-exclusive right to use the West Parking Lot for Court employee and overflow public parking concurrently with the County's use.

7. Mutual Indemnification.

7.1. The County agrees, to the fullest extent permitted by law, to

indemnify, defend (with counsel satisfactory to the Judicial Council), and hold harmless the Judicial Council of California; the State of California; the Superior Court of California, County of Riverside; and their respective officers, judicial officers, agents, contractors, representatives, and employees, in both individual and official capacities (“**State Indemnitees**”), against all suits, claims, damages, losses, and expenses, including but not limited to attorneys’ fees, caused by, arising out of, resulting from, or incidental to the West Parking Lot, the Parking Lot Construction, the Parking Lot Maintenance, and the County’s obligations under this First Amendment, except to the extent caused by the negligence or willful misconduct of the State Indemnitees.

7.2. The Judicial Council agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the County), and hold harmless the County, and its respective officers, agents, contractors, representatives, and employees, in both individual and official capacities (“**County Indemnitees**”), against all suits, claims, damages, losses, and expenses, including but not limited to attorneys’ fees, caused by, arising out of, resulting from, or incidental to the Parking Lot Construction and the Judicial Council’s obligations under this First Amendment, except to the extent caused by the negligence or willful misconduct of the County Indemnitees.

7.3. The Parties’ respective defense and indemnification obligations hereunder shall survive the expiration or any earlier termination of the MOU until all claims involving any of the indemnified matters against either the County Indemnitees or Judicial Council Indemnitees, respectively, are either concluded or fully, finally, and absolutely barred by the applicable statutes of limitations.

8. **Dispute Resolution.** In the event of a dispute between the Parties relating to performance of the Parties’ obligations under this First Amendment, the Parties will, before exercising any other right or remedy for resolution of the dispute, meet and confer in good faith to attempt to resolve the dispute through unassisted negotiation. Each of the Parties shall be represented in any such negotiation session by a representative(s) who is familiar with the facts of the dispute, and who has authority to negotiate on behalf of and to effectively recommend settlement to the Party that they represent. If the Parties are unable to resolve the dispute through such unassisted negotiations, and prior to the filing of any legal action related to this First Amendment, the Parties shall be obligated to attend a mediation session with a neutral third-party mediator for resolution. The Parties shall equally share the cost of mediation.

9. **Notice.** Section 4.1 of the MOU (*Notices*) is hereby deleted in its entirety and replaced with this provision. Any notices required or permitted to be given under the terms of this First Amendment or the MOU must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows

or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the Judicial Council: Judicial Council of California
Facilities Services
Attn: Srinivas Rao, Senior Project Manager
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Voice: 916-860-4051
Email: srinivas.rao@jud.ca.gov

With a copy to: Judicial Council of California
Facilities Services
Attention: Director
2860 Gateway Oaks Drive, 4th Floor
Sacramento, CA 95833
Voice: 916-263-2981

In addition, all notices by the County relating to termination of the MOU or an alleged breach or default by the Judicial Council or Court of the MOU must also be sent to:

Judicial Council of California
Branch Accounting & Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue
San Francisco, CA 94102
Voice: 415-865-7989

If to the Court: County of Riverside
County Executive Office
Attention: Jeff Van Wagenen
4080 Lemon Street
Riverside, CA 92501
Voice: 951-955-1110
E-mail: JVanWagenen@rivco.org

If to the County: County of Riverside
County Executive Office
Attention: Jeff Van Wagenen
4080 Lemon Street
Riverside, CA 92501
Voice: 951-955-1110
E-mail: JVanWagenen@rivco.org

With a copy to: County of Riverside
Office of County Counsel
Attention: Wesley W. Stanfield,
Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Voice: 951-955-6300
E-mail: wstanfie@rivco.org

With a copy to: County of Riverside
Facilities Management
Attention: Rose Salgado
Director of Facilities Management
3450 14th Street, Suite 200
Riverside, CA 92501
Voice: 951-955-8916
E-mail: RMSalgado@rivco.org

10. General Provisions.

10.1. No Further Amendment. All the terms and conditions of the MOU remain in full force and effect except as expressly amended herein. In the event of any conflict between the terms of the MOU and the terms of this First Amendment, the terms of this First Amendment shall control.

10.2. Governing Law. This First Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles.

10.3. Binding Effect. This First Amendment shall apply to, bind, and inure to the benefit of the Parties, and their respective heirs, legal representatives, successors, and assigns.

10.4. Further Assurances. The Parties agree to execute such additional instruments and to perform such further acts as may be reasonably necessary to evidence

and perform the amendments to the MOU provided for in this First Amendment.

10.5. Counterparts and Electronic Signatures. This First Amendment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. Each Party of this First Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act, Civil Code sections 1633.1 to 1633.17 (“CUETA”), for executing this First Amendment. The Parties further agree that the electronic signatures of the Parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this First Amendment has been executed as of the dates written below the Parties' respective signatures.

COUNTY OF RIVERSIDE

JUDICIAL COUNCIL OF CALIFORNIA

By: Jeff Hewitt
Name: Jeff Hewitt
Title: Chair, Board of Supervisors
Date: SEP 13 2022

By: _____
Name: Stephen Saddler
Title: Manager, Contracts
Date: _____

ATTEST:
Kecia R. Harper
Clerk of the Board

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

By: Michelle Raso

By: _____
Name: Jeremy P. Ehrlich
Title: Attorney
Date: _____

APPROVED AS TO FORM:
County Counsel

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF RIVERSIDE

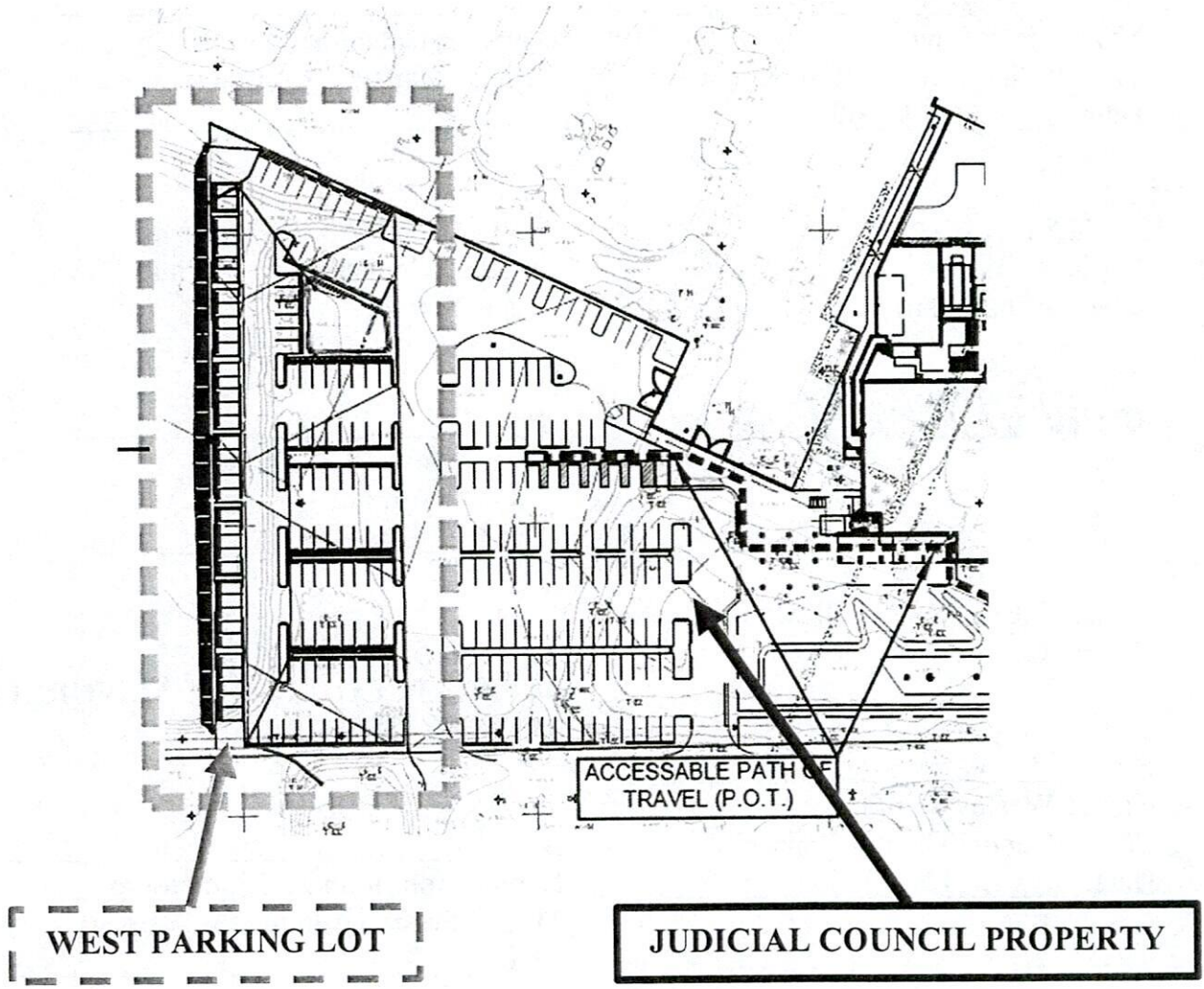
By: Wesley Stanfield
Name: Wesley Stanfield
Title: Deputy County Counsel
Date: 8/31/2022

By: _____
Name: Hon. John M. Monterosso
Title: Presiding Judge
Date: _____

By: _____
Name: W. Samuel Hamrick, Jr.
Title: Court Executive Officer
Date: _____

ATTACHMENT "1"

**WEST PARKING LOT
PRELIMINARY DEPICTION**



ATTACHMENT "2"

**WEST PARKING LOT
FINAL PLANS**

County of Riverside
Facilities Management
3450 14th Street, 2nd Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

9/15/22
Date

PR
Initial

NOTICE OF EXEMPTION

August 30, 2022

Project Name: Indio Juvenile and Family Courthouse First Amendment Parking MOU with Judicial Council of California

Project Number: FM0417200352

Project Location: 47665 Oasis Street, north of Avenue 48, Indio, California 9201, Assessor's Parcel Number (APN): 614-150-035

Description of Project: The Judicial Council of California, Office of the Courts (Judicial Council) and the County of Riverside (County) entered into that certain Property Acquisition Agreement, dated February 18, 2011 (Acquisition Agreement), pursuant to which the County conveyed and the State of California, acting by and through the Judicial Council, agreed to acquire title to 4.64 acres of property consisting of (i) the Indio Juvenile Court, which is 2.03 acres in size, and (ii) an adjacent parcel that is 2.61 acres in size (collectively, the Judicial Council Property), on which the Judicial Council is constructing a new Indio Juvenile and Family Courthouse (New Indio Courthouse) for the Council's use. The Acquisition Agreement provided for the parties' completion, after the close of escrow, of certain actions and obligations to be carried out at such time as would be necessary and appropriate in conjunction with the Judicial Council's performance of the New Indio Courthouse.

The County and Judicial Council then entered into that certain Memorandum of Understanding (MOU) regarding a new parking lot adjacent to the New Indio Courthouse, dated February 11, 2013, pursuant to which the County agreed to construct and maintain a parking lot on approximately 1.44 acres of the County Property to the west of the Judicial Council Property (Parking Lot Project). On February 4, 2014, Item 3.4, the Board of Supervisors (Board) dedicated an initial commitment of funds for the MOU in the amount of \$800,000. On September 14, 2021, per M.O. 3.14, the Board approved a separate Memorandum of Understanding with the Judicial Council for the construction of the New Indio Courthouse. Since onsite construction for the New Indio Courthouse is underway and managed by the Judicial Council, both parties agree that additional efficiencies can be achieved through the Judicial Council's construction of the Parking Lot Project, on behalf of the County.

Both Parties now desire to amend the MOU to provide for the Judicial Council's performance of the Parking Lot Project, the County's payment and reimbursement to the Judicial Council, and other terms and changes deemed helpful and necessary by the Parties. The First Amendment to the MOU with the Judicial Council is identified as the proposed project under the California Environmental Quality Act (CEQA). The execution of the First Amendment would not result in direct effects and the indirect effects would result in the construction of a new accessory employee parking lot for use by the County. The County facility will continue in its current use and will not result in a substantial expansion of existing use due to the implementation of the MOU. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

SEP 13 2022 3.6

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption, Section 15303 (e) New Construction or Conversion of Small Structures Exemption, Section 15311 (b), Class 11, Accessory Structures Exemption; and Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Articles 5 and 19, Section 15061 and Sections 15301, 15303, and 15311.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the execution of the First Amendment to the Parking Lot MOU with the Judicial Council.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is an amendment to an MOU that is limited to an administrative action regarding the transfer of responsibilities for construction of an employee parking lot to support the new Indio Juvenile and Family Law Courthouse. In order to facilitate cost savings, the County will still fund the construction of the West parking lot but will transfer responsibilities for the construction back to the State. No significant impacts would occur from the transfer of contractual responsibilities; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15303 (e) New Construction or Conversion of Small Structures:** This Class 3 exemption includes the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure. The indirect effects of the First Amendment MOU will result in a new accessory parking lot to the Courthouse, included parking. The effects resulting from the Courthouse was previously analyzed under CEQA by the Judicial Council, approved, and filed with the Office of Planning and Research State Clearing House on December 28, 2009. The West Parking Lot would provide County employee parking to support the existing County public services on a portion of the site that would be underutilized after construction of the new Courthouse. The accessory employee parking area would provide parking in an area that is more centralized and would increase convenience of access to public facilities. The new parking would not require additional capacity of infrastructure or significantly expand existing public services. The facility would continue to be used in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Categorical Exemption identified in Section 15303, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15311 (b) – Class 11 Accessory Structure Exemption:** This categorical exemption includes the construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities, including but not limited to (b) small parking lots. The Project, as proposed, is limited to a new employee parking lot adjacent to existing parking and in the middle of the County campus facilities. The current parking area on the County campus occupies approximately 10 acres. The new West Parking Lot area consists of approximately one acre and the additional parking area will represent approximately ten percent of the existing parking area. The additional spaces are a minor accessory to the existing County facility and will not substantially increase or expand the use of the site; therefore, the Project is exempt as the Project meets the scope and intent of the Class 11 Exemption identified in Section 15311, Article 19, Categorical Exemptions of the CEQA Guidelines.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The execution and implementation of the First Amendment to the MOU with the Judicial Council is an administrative action that would establish contractual and funding responsibilities for construction of an accessory County employment parking lot as part of the new Indio Courthouse Project. The County site would continue to operate in its current use and would not substantially increase the capacity and use of the site; therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:



Date: 8-30-2022

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER

**Project Name: Indio Juvenile and Family Courthouse 1st Amendment Parking MOU with
Judicial Council of California**

Accounting String: 524830-47220-7200400000 - FM0417200352


DATE: August 30, 2022

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: 

PRESENTED BY: Shannon Chamberlain, Real Property Agent III, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3450 14th Street, 2nd Floor, Riverside, CA 92501

Date: August 30, 2022
To: Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM0417200352**
Indio Juvenile and Family Courthouse 1st Amendment MOU with Judicial
Council of California

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600
Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,
3450 14th Street, 2nd Floor, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file