

ITEM: 3.24 (ID # 24647) MEETING DATE: Tuesday, July 30, 2024

## FROM : FACILITIES MANAGEMENT

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Approval of the Temporary Right of Entry Agreement with the Judicial Council of California, Southwest Justice Center; California Environmental Quality Act (CEQA) Exempt Pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 3. [Total Cost: \$5,739 - 100% Probation Department General Fund 10000] (Clerk to file Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;
- Approve the attached Temporary Right of Entry Agreement with the Judicial Council of California, and authorize the Chair of the Board to execute the same on behalf of the County;
- 3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
- 4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

**ACTION:Policy** 

# MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez	
Nays:	None	Kimberly A. Rector
Absent:	None	Clerk of the Board
Date:	July 30, 2024	ву: Пасти
xc:	FM-RE, Recorder/State Clearinghouse	Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$5,739	\$0	\$ 5,739	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Probation Department General Budget Adjustment: N   Fund 10000 Fund 100000 Fund 100000 Fund 100000 Fund 100000 </th				
			For Fiscal	Year: 24/25-28/29

#### C.E.O. RECOMMENDATION: Approve

#### BACKGROUND:

#### Summary 3 1

The County of Riverside (County) and the Judicial Council of California (Council) entered into a Joint Operating Agreement (Operating Agreement) on December 16, 2008, per M.O. 3.9 for the Southwest Justice Center in Murrieta (SWJC). The Operating Agreement delegates authority for the management of common areas and exclusive-use space within the SWJC.

Riverside County Probation Department (Probation) requested authorization from the Council to install two (2) security cameras in the holding area. The proposed Temporary Right of Entry Agreement (Agreement) will allow Probation to install the cameras in the facility and the County will continue to maintain the cameras at its own expense.

The Agreement is summarized as follows:

Location:	Southwest Justice Center 30755-G Auld Road, Murrieta	
Lessor:	Judicial Council of California	
Term:	Five (5) year term, commencing upon full execution of Agreement.	
Consideration:	Increased safety, security, and protection for detainees and staff. Improved ability to monitor holding cells.	
Termination Rights:	Without cause by either Party with thirty (30) days' notice.	
Maintenance Costs: County is responsible for all costs associated with the maintenance ar repairs of the cameras which is estimated to be \$5,739. The County maintenance and repair obligations shall survive the expiration of th Agreement and remain in full effect unless otherwise agreed to in writin by the parties.		

## SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE. STATE OF CALIFORNIA

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines section 15301 Class 1-Existing Facilities Exemption and section 15061(b)(3), "Common Sense" Exemption. The Agreement involves tenant improvements of a currently constructed space.

The attached Agreement has been reviewed and approved by County Counsel as to legal form.

#### Impact on Residents and Businesses

The Probation Department provides public safety services throughout the County. The installation of the cameras will ensure the safety of the employees, and the security of the holding area.

#### Additional Fiscal Information

Riverside County Probation has budgeted these costs for FY 2024/25.

#### **ATTACHMENTS:**

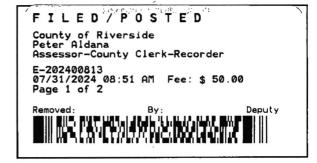
- Temporary Right of Entry Agreement •
- Notice of Exemption
- Aerial
- Exhibit A

SC:sc/04162024/FM992

Stacy Orton Taty Orton 7/18/2024

7/17/2024

County of Riverside Facilities Management 3450 14<sup>th</sup> St, Riverside, CA



#### NOTICE OF EXEMPTION

July 16, 2024

**Project Name:** Approval of Temporary Right of Entry Agreement with the Judicial Council of California (Council) at the Southwest Justice Center (SWJC), Murrieta

Project Number: FM041030

**Project Location:** 30755-G Auld Road, east of Arabia Street, Murrieta, California, Assessor's Parcel Number (APN): 963-080-013

**Description of Project:** The County of Riverside and the Council entered into a Joint Operating Agreement (Operating Agreement) on December 16, 2008, per M.O. 3.9 for the SWJC in Murrieta. The Operating Agreement delegates authority for the management of common areas and exclusive-use space within the building. The Riverside County Probation Department requested authorization from the Council to install two security cameras in the holding cell area. The proposed Temporary Right of Entry Agreement (Agreement) will allow Probation to install the cameras in the building and obligates the County to maintain the cameras at County cost. The Agreement with the Council is identified as the proposed project under the California Environmental Quality Act (CEQA). The Agreement would maintain an ongoing use of an existing facility and would not result in physical changes or an expansion of capacity. 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

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 Agreement, permitting continued use of existing County-owned facilities.

- 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 limited to the continued use of the existing SWJC. The project would not substantially increase or expand the use of the sites; and is limited to the approval of installation of security cameras, a minor modification to the existing facility, which will result in the continued use of the site in a similar capacity; 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 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 Agreement is limited to a contractual modification to allow for the installation of two security cameras within an existing facility, will result in the continued use, and will not expand or increase the capacity or intensity of use of the site. The use and operation of the facilities will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the sites would occur. 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: 7-16-2024

Mike Sullivan, County of Riverside, Facilities Management

#### **TEMPORARY RIGHT OF ENTRY AGREEMENT**

#### (SOUTHWEST JUVENILE COURTHOUSE)

This Temporary Right of Entry Agreement ("Agreement") is entered into as of <u>Julu 30</u>, 2024 ("Effective Date"), by and between the Judicial Council of California ("Judicial Council") and the County of Riverside ("County"). In this Agreement, the Judicial Council and County are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

#### RECITALS

A. The Judicial Council is the Party responsible for that certain real property located at 30755-G Auld Road, in the City of Murrieta, County of Riverside, State of California, commonly known as the Southwest Juvenile Courthouse ("Court Facility"), which is occupied and used by the Superior Court of California, County of Riverside ("Court").

B. For safety and security reasons, the County desires to install, operate, maintain, and repair security cameras in holding cells located in the Court Facility for use by the Riverside County Probation Department ("**Permitted Work**"), and to enter and access the Court Facility to so carry out and perform the Permitted Work.

C. The Judicial Council is willing to grant to the County the right to access those areas of the Court Facility ("Access Area") that are necessary for the performance of the Permitted Work, and for no other purpose whatsoever, pursuant to the terms and conditions of this Agreement. A depiction of the Access Area is attached hereto and incorporated herein as Exhibit "A."

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Judicial Council and County agree as follows:

#### AGREEMENT

1. **Purpose.** The permissions granted by this Agreement and the terms and conditions contained herein are exclusively for the purpose of performing the Permitted Work in the Access Area and for no other activities.

2. **Right of Entry.** The Judicial Council hereby grants to the County, its agents, employees, contractors, and consultants the right to enter, access, and use the Access Area

Temporary Right of Entry Agreement Court Facility No. 33-M4

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for the performance of the Permitted Work ("Right of Entry"), subject to the following provisions:

2.1. Performance & Cost. The County shall exercise reasonable precautions to avoid damage to the Court Facility and to protect persons and property. The County shall cause the Permitted Work to be constructed in a good and workmanlike manner by qualified personnel and contractors, free from design, material, and workmanship defects in accordance with all applicable federal, state, and local laws, regulations, ordinances, codes, and orders including, without limitation, those of the Board of State and Community Corrections (BSCC), Titles 15 and 24 of the California Code of Regulations, the Americans with Disabilities Act, workers compensation insurance requirements, the California Environmental Quality Act, and applicable prevailing wage requirements set forth in Labor Code section 1720 et seq. The County warrants and represents that its contractors, consultants, agents, and employees will have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Permitted Work, and that all such licenses, permits, qualifications, and approvals shall be maintained throughout the performance of the Permitted Work. The Parties acknowledge and agree that the Permitted Work shall be at the County's sole cost and expense.

2.2. <u>Plans</u>. The County will prepare plans and specifications for the Permitted Work depicting, without limitation, the complete security-cameras installation and any penetrations, coring, or cutting required to complete the Permitted Work, which shall be subject to the Judicial Council and Court's reasonable input and approval (as approved, the **"Final Plans"**). Upon approval, the Parties acknowledge and agree that the Final Plans shall be deemed incorporated into **Exhibit "B"** attached hereto. No later than thirty (30) days after completion of the Permitted Work and otherwise upon request, the County shall provide to the Judicial Council and the Court as part of the Final Plans copies of all final as-built drawings, plans, and specifications for the Permitted Work in addition to all project sign-off, acceptance and close-out documents and any permits, inspections, certificates, approvals, and/or other documents required to be obtained by the County for the Permitted Work from all Authorities Having Jurisdiction as set forth in section 2.10 (*Approvals; Inspections*) of this Agreement.

2.3. <u>Conditions</u>. The Permitted Work shall be subject to each of the following conditions:

2.3.1. The County shall coordinate, schedule, and conduct a pre-meeting and walk through with the Court's Chief Deputy for Information Technology and their staff prior to the performance of any Permitted Work.

2.3.2. The security cameras shall not utilize or be connected to the Court or Court Facility's network or network infrastructure.

2.3.3. The Permitted Work shall independently provide for whatever power supply is necessary for the operation and use of the security cameras.

2.3.4. The security cameras must utilize video signal only; no audio-signal, -listening, or -recording capabilities shall be included with any equipment installed as part of the Permitted Work; as applicable, the security cameras shall satisfy all standards and regulations for the protection of in-custodies' privacy rights (e.g., those of the BSCC for masking/censoring toilet areas within the holding cells).

2.3.5. The security cameras and all other equipment and connections thereto must be clearly identified as Probation or County property.

2.3.6. All equipment located within any holding cells including, without limitation, the security camera housing must be detention grade (not merely vandal resistant).

2.3.7. No exposed conduit or any other feature that creates or could create a ligature tie off point shall be installed within any holding cells.

2.3.8. The installation of any ceiling-mounted equipment within any holding cells including, without limitation, the security camera housing shall not result in a reduction of the ceiling height of the holding cell below any required standard and that which is acceptable to the Court.

2.3.9. The Permitted Work shall include any and all fire caulking, sealing of penetrations, and any needed repair to such existing safety materials as a result of the Permitted Work, required to be in proper compliance with all fire, life, and safety standards and meet necessary fire ratings.

2.4. <u>Schedule</u>. Prior to the County's commencement of the Permitted Work, the County shall provide a proposed schedule to the Judicial Council and Court for review, input, and approval, which approval will not be unreasonably withheld so long as the proposed schedule does not unreasonably interfere with operations at the Court Facility, create an undue safety risk, or otherwise conflict with the terms and conditions of this Agreement.

2.5. <u>Interference</u>. The County agrees to use all commercially reasonable efforts to limit as much interference and disruption as possible to the operations and facilities of, and to not create an undue safety risk at, the Court Facility. To the greatest extent possible and unless otherwise so consented to by the Court, all Permitted Work shall be performed outside of the Court's normal business hours. The County shall not obstruct nor allow anyone performing the Permitted Work to obstruct access to the Court Facility without the Judicial Council's express prior, written consent. To the extent possible, the County shall

perform the Permitted Work in the manner most likely to minimize injury, damage, loss, negative impacts, and disruption to the Court Facility. The County shall comply with all applicable security requirements of the Judicial Council and Court while on or accessing the Court Facility.

2.6. <u>Clean Up: Damage</u>. The County shall ensure that the Access Area is in a safe and orderly condition during and after the County's performance of any Permitted Work, and that the Access Area is left and maintained in a reasonably clean condition. Upon completion of the Permitted Work, the County will remove all debris of the Permitted Work from the Access Area. In the event that the Permitted Work damages any portion of the Access Area or the Court Facility, the County agrees, at the County's sole cost, to promptly restore and repair any such damage to the Access Area and Court Facility to the reasonable satisfaction of the Judicial Council.

2.7. <u>Protection of Property</u>. The County shall erect and properly maintain at all times, as reasonably required by the conditions and progress of the Permitted Work, any necessary safeguards, signs, barriers, lights, and security persons for the protection of all users of the Court Facility, and shall post necessary danger signs warning against hazards created by any Permitted Work. In an emergency affecting the safety of life, the Court Facility, Access Area, or adjoining property, the County, without needing to first obtain any special instruction or authorization from the Judicial Council, is permitted to act in its reasonable discretion to prevent such threatened loss or injury.

2.8. <u>Maintenance & Repairs</u>. The Parties hereby acknowledge and agree that the County shall be responsible for the maintenance and repair of all improvements resulting from the Permitted Work such as the security cameras and the connections thereto 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. Except in the case of an emergency situation, the County shall provide written notice to the Judicial Council at least fourteen (14) days prior to accessing the Access Area and commencing any maintenance or repairs as part of the Permitted Work. The County's maintenance and repair obligations set forth herein shall survive the expiration of this Agreement and remain in full effect unless otherwise agreed to in writing by the Parties.

2.9. <u>Asbestos/Lead</u>. The County acknowledges that the performance of the Permitted Work may encounter some pre-existing asbestos/lead or asbestos/lead containing materials (collectively, "ACMs") in the Access Area. The County and all County contractors performing Permitted Work in those areas of the Access Area containing ACMs must be certified as qualified to handle and work with ACMs in compliance with all applicable laws and to the Judicial Council's reasonable satisfaction. In the alternative, the County may, at the County's sole cost, conduct all necessary investigations and surveys in advance of performing any Permitted Work pursuant to the terms of this Agreement to provide a written report confirming the existence/absence of

ACMs and any potential risk thereof for the Judicial Council's review and consent. Should ACMs be disturbed during the Permitted Work, the County shall immediately cease all activities, contain any disturbed ACMs as needed, and provide the Judicial Council with a completed *Report of Work Affecting Asbestos Containing Materials* form, a copy of which is attached hereto and incorporated herein as **Exhibit "C."** The Judicial Council reserves the right to require the County to comply with certain ACM-related protocols of the Judicial Council in the performance of the Permitted Work.

2.10. <u>Approvals: Inspections</u>. At the County's sole cost, the County shall obtain any and all required permits, inspections, approvals, licenses, permissions, certificates (e.g., occupancy), or other documents ("**Approvals**") from all federal, state, and local governmental authorities having jurisdiction over all or any part of the Permitted Work including, without limitation, the Division of the State Architect, the Board of State and Community Corrections, and/or the Office of the State Fire Marshal ("**Authorities Having Jurisdiction**"), which are necessary to perform the Permitted Work and for the County's use thereof upon its completion, in accordance with all laws. The Judicial Council agrees to reasonably cooperate with and assist the County in so obtaining all necessary Approvals from any Authorities Having Jurisdiction. The County shall provide the Judicial Council and the Court with final, fully executed copies of all Approvals required pursuant to this section within thirty (30) days of the Permitted Work's completion and otherwise upon request.

2.11. Insurance; Third-Party Contractors. The County shall itself obtain and maintain, whether through a program of self-insurance or otherwise, and/or require any third-party contractors of any tier engaged to perform the Permitted Work to obtain and maintain, insurance coverage which complies with the following: (i) insurance of the type and with coverage amounts that are usual and customary to the type of business or exposures related to the work being performed; (ii) name all State Indemnitees (defined below) as additional insureds by specific endorsement to their general liability policies; (iii) provide a waiver of subrogation in favor of the State Indemnitees with respect to all property insurance policies; and (iv) provide to the Judicial Council a thirty (30)-day notice of cancellation or material change in any insurance coverage required hereunder. Unless the Parties otherwise agree, all contractors engaged to work on the Permitted Work must indemnify, defend, and hold harmless State Indemnities from and against all claims, demands, liabilities, damages, attorneys' fees, costs, expenses, and losses arising from the performance by such contractors under their contracts, and neither of the Parties waive any right of recovery or subrogation against the other in respect of their contractual arrangements with the contractors.

3. Term & Termination. This Agreement shall be effective as of the Effective Date and, except as otherwise provided herein, expire upon the completion of Permitted Work or sixty (60) months after the Effective Date, whichever is earlier. The Judicial Council may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the County. This Agreement may also be terminated for cause upon a Party's default of the terms of this Agreement. The Party alleging default shall timely inform the other Party of its alleged default, via written notice, and provide for thirty (30) days to cure or correct the default from receipt of said notice. If, following the thirty (30) days, the defaulting Party has not cured or corrected the default, or demonstrated reasonable progress towards the same, the Party alleging default may terminate this Agreement. In the event of termination, all Permitted Work shall cease and all equipment or other improvements installed as a result of the Permitted Work may be removed, at the County's sole cost, by the County or the Judicial Council.

4. Indemnification. The County, to the fullest extent permitted by law, shall indemnify, defend (with counsel acceptable to Judicial Council), and hold harmless the State of California, the Judicial Council, the Court, and their respective directors, officers, judicial officers, employees, agents, invitees, and guests ("State Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs, and expenses (including, but not limited to, all reasonable attorneys' fees and costs) direct or indirect, foreseen or unforeseen, arising from (i) any acts, omission, negligence, or willful misconduct of the County on or about the Court Facility in conducting the Permitted Work; or (ii) a violation of any of the terms of this Agreement, except to the extent caused by the negligence or willful misconduct of the State Indemnitees. The indemnification obligations of the County under this section shall survive the termination of this Agreement.

5. Notice. Any notice required or permitted to be given hereunder shall be in writing and personally delivered or sent by established courier service or by U.S. certified or registered mail, return receipt required, postage prepaid, to the respective addresses as set forth below, or to such other place as the Parties may from time to time designate by notice to the other. Notice shall be deemed given if by hand delivery, on the date of delivery; if by established courier, on the date of delivery; if by registered or certified mail, on the date indicated on the receipt for delivery. Notices shall be addressed as follows:

If to the Judicial Council:	Judicial Council of California Facilities Services Attention: Facilities Operations Supervisor, R7 S 2860 Gateway Oaks Drive, Suite 400 Sacramento, CA 95833
With a copy to:	Judicial Council of California Facilities Services Attention: Principal Manager, Facilities Operations 2860 Gateway Oaks Drive, Suite 400 Sacramento, CA 95833

And with a copy to:	Superior Court of California, County of Riverside Attention: Deputy Executive Officer – Facilities 4050 Main Street Riverside, CA 92501
If to the County:	County of Riverside Attention: Ingrid Outlaw 3960 Orange Street, Suite 600 Riverside, CA Zip 92501 Voice: 951-955-2821 E-mail: ieoutlaw@rivco.org
With a copy to:	County of Riverside Facilities Management Real Estate Division Attention: Deputy Director 3450 14th Street, Suite 200 Riverside, CA 92501 Voice: 951-955-4820 Email: FM-Leasing@rivco.org

6. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, except that the rights granted herein to the County are not assignable without the prior written consent of Judicial Council.

7. **Relationship of Parties.** Nothing in this Agreement shall at any time be construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture between the Judicial Council and the County.

8. Choice of Law. This Agreement shall be governed by the laws of the State of California without regard to its conflicts of law rules. Any action brought to enforce any provision of this Agreement will be brought in the Superior Court of the State of California.

9. No Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not constitute a continuing waiver or a waiver of any subsequent breach of the same term, covenant, or condition or any other term, covenant, or condition herein contained. No waiver shall be deemed effective until and unless signed by the waiving Party.

10. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform

Electronic Transaction Act (Civ. Code §§ 1633.1-1633.17) ("CUETA"), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement 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 (h) of section 1633.2 of the Civil Code.

#### [SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Agreement has been executed as of the dates written below.

## **COUNTY OF RIVERSIDE**

By: Name: Chuck Washington Title: Chair, Board of Supervisors 2024 Date: 30

APPROVED AS TO FORM: Minh C. Tran COUNTY COUNSEL

By: Name: Ryan Yabko Title: Deputy County Counsel Date: 124 7 117

#### JUDICIAL COUNCIL OF CALIFORNIA

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

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

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Name: Jeremy P. Ehrlich Title: Attorney Date:

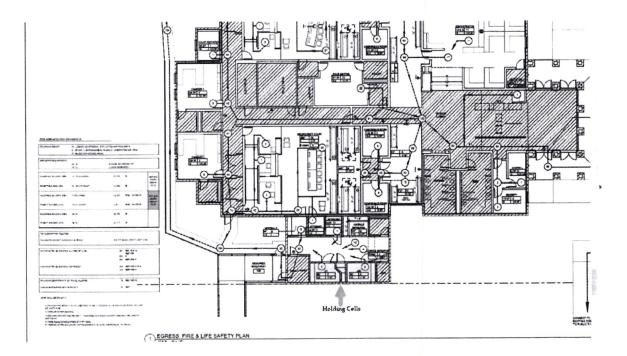
ATTEST: KIMBERLY A. RECTOR, Clerk

Temporary Right of Entry Agreement Court Facility No. 33-M4

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# EXHIBIT "A"

# ACCESS AREA



Temporary Right of Entry Agreement Court Facility No. 33-M4 A-1

# EXHIBIT "B"

# FINAL PLANS

Pursuant to section 2.2 of this Agreement, the Final Plans for the Permitted Work shall be deemed incorporated into this Exhibit upon approval.

Temporary Right of Entry Agreement Court Facility No. 33-M4 **B-1** 

# EXHIBIT "C"

# **REPORT OF WORK AFFECTING ASBESTOS CONTAINING MATERIALS**

#### Report of Work Affecting Asbestos-Containing Materials

This evaluation covers the following maintenance work:

Location of work (address, building, room number(s), or general description):

Date(s) of work:

Description of work:

Work approval form number:

Description of work practices employed to minimize disturbance of asbestos:

Description of work practices employed to contain released fibers and to clean up the work area:

Description of equipment and procedures used to protect workers:

List of Workers employed to contain released fibers and to clean up the work area (in-house worker or contract): Worker Name and Employer: Worker Name and Employer:

Worker Name and Employer:

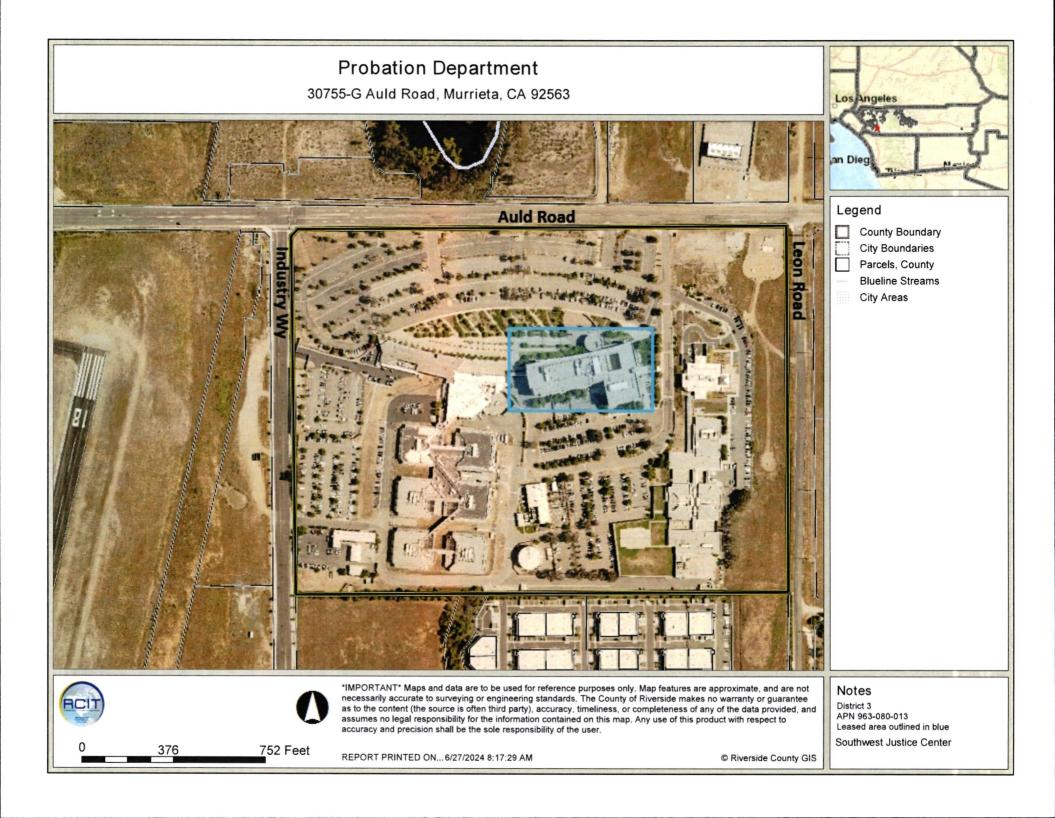
Describe transportation and storage of ACM waste:\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title:

\_\_\_\_\_

Temporary Right of Entry Agreement Court Facility No. 33-M4



# Exhibit A

# FY 2024/25 Judicial Council of California 30755-G Auld Road, Murrieta, CA

#### ESTIMATED AMOUNTS

Tenant Improvement Cost Total Estimated Tenant Improvement Cost for FY 2024/25			5,474.00 <b>5,474.00</b>
Estimated Additional Costs:			
FM Lease Management Fee as of 07/01/2024	4.84%	\$	264.94
TOTAL ESTIMATED COST FOR FY 2024/25		\$	5,738.94
TOTAL COUNTY COST	0.0%	\$	-