

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN MATEO;  
THE JUDICIAL COUNCIL OF CALIFORNIA; AND  
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO,  
REGARDING AN EXCHANGE OF FACILITIES FOR  
THE CONSTRUCTION OF COUNTY OFFICE BUILDING NO. 3**

This MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made and entered into as of November 6, 2018 (“**Effective Date**”), by and between the County of San Mateo (“**County**”); the Judicial Council of California (“**Judicial Council**”); and the Superior Court of California, County of San Mateo (“**Court**”). For purposes of this MOU, the County, Judicial Council, and Court may be individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

**RECITALS TO AND PURPOSE OF MOU**

A. The Trial Court Facilities Act of 2002, Government Code section 70301 *et seq.* (“**Act**”), provided for the County’s transfer of responsibility for the funding and operation of all trial court facilities, as defined in the Act, located within the County of San Mateo to the Judicial Council of California.

B. Pursuant to the Act, the County and Judicial Council entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, dated December 23, 2008 (“**Hall of Justice Transfer Agreement**”), 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 400 County Center, Redwood City, California, commonly known as the Hall of Justice (Court Facility No. 41-A1) (“**Hall of Justice**” or “**HOJ**”). Concurrently with the Hall of Justice Transfer Agreement, the County and Judicial Council entered into that certain Joint Occupancy Agreement, dated December 23, 2008, setting forth the terms and conditions of the County’s and Judicial Council’s shared possession, use, and occupancy of the Hall of Justice (“**Hall of Justice JOA**”).

C. The County and Judicial Council also entered into, pursuant to the Act, that certain Transfer Agreement for the Transfer of Responsibility and Transfer of Title for Court Facility, dated December 23, 2008 (“**Traffic Court Transfer Agreement**”), setting forth the terms and conditions of the County’s transfer to the Judicial Council of responsibility for the funding and operation of, and the County’s conveyance to the State of California (“**State**”) on behalf of the Judicial Council of title to, the court facility located at 500 County Center, Redwood City, California, commonly known as the Traffic/Small Claims Annex (Court Facility No. 41-A2) (“**Traffic Court**”).

D. The County and Judicial Council also entered into, pursuant to the Act, that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, dated March 17, 2009 ("**Courtroom O Transfer Agreement**"), pursuant to which the County transferred to the Judicial Council responsibility for the funding and operation of, but retained title to, the court facility commonly known as Courtroom O located at 1050 Mission Road, South San Francisco, California (Court Facility No. 41-C2) ("**Courtroom O**"). Courtroom O is located within, and occupies approximately 29.28% of, the exclusive use area of the Northern Branch Court Annex Building ("**Courtroom O Building**") which is owned by the County and operated as a jail facility. In light of Courtroom O occupying only a minor portion of a special-use building, and despite the Judicial Council maintaining custody and control of the premises of Courtroom O, the County and Judicial Council agreed that the Operations of Courtroom O per the Courtroom O Transfer Agreement (e.g., the management, maintenance, and repair) would be delegated back to the County to ensure the continuance of the orderly provision of services for Courtroom O in a manner that is beneficial to the Parties as more fully set forth in the Courtroom O Transfer Agreement.

E. The Hall of Justice Transfer Agreement, Traffic Court Transfer Agreement, and Courtroom O Transfer Agreement may be collectively referred to in this MOU as the "**Transfer Agreement(s)**" which shall relate to the terms of the Transfer Agreement of all or each of the respective court facilities as the context so requires. The terms and conditions of the Transfer Agreements are hereby incorporated into this MOU by this reference.

F. The Hall of Justice, Traffic Court, and Courtroom O are occupied by the Court.

G. The County owns and operates the property commonly known as the "**County Government Center**" that is bounded by Marshall Street, Winslow Street, Brewster Street, Veteran's Boulevard, and Middlefield Road in Redwood City, California. The County plans to undertake a capital project at the County Government Center ("**COB3 Project**") that will include the construction of a new County Office Building No. 3 ("**County Office Building No. 3**" or "**COB3**"), an approximately 186,000 square foot building across from the Hall of Justice that would require the demolition of the Traffic Court, as well as a new parking garage with approximately 1,020 spaces located on the corner of Veteran's Boulevard and Middlefield Road ("**Parking Garage No. 2**"). The construction of COB3 is anticipated to take approximately 24 months and the construction of Parking Garage No. 2 is expected to take approximately 13 months.

H. Under the Hall of Justice Transfer Agreement and Traffic Court Transfer Agreement, the Judicial Council acknowledged the County's intention to construct the County Office Building No. 3 and agreed to reasonably cooperate with the County in its efforts to so develop the site. The Judicial Council and County accordingly did not effectuate the County's full and final grant and conveyance to the State on behalf of the



Judicial Council of all of the County's right, title, and interest in and to the Real Property described in the Traffic Court Transfer Agreement ("**Traffic Court Transfer of Title**" or "**Traffic Court TOT**"), and the Traffic Court TOT Closing Date (as set forth in the Traffic Court Transfer Agreement) has not occurred under the Traffic Court Transfer Agreement. Notwithstanding the foregoing, pursuant to section 5.2.2 of the Traffic Court Transfer Agreement, the Judicial Council retained, and continues to retain, the right to request the County to complete the Traffic Court Transfer of Title by executing and delivering the Traffic Court TOT Closing Documents, as set forth in the Traffic Court Transfer Agreement, upon 30 days' written notice to the County. In order to memorialize the existence of the Traffic Court Transfer Agreement and the State's right to consummate the Traffic Court Transfer of Title provided therein, the Judicial Council and County recorded a Memorandum of Agreement in the Official Records of San Mateo County on January 12, 2009, as Document No. 2009-002751 ("**Traffic Court Memorandum**").

I. In furtherance of the Judicial Council and Court's cooperation with the County's performance of the construction of COB3, the Parties now desire for the Court to vacate and the Judicial Council to relinquish its rights to the Traffic Court and Courtroom O, including the relinquishment of the Judicial Council's right to consummate the Traffic Court Transfer of Title, in exchange for the County's conveyance to the Judicial Council of the County's Equity interest in an approximately 13,112 square foot portion of the County Exclusive-Use Area in the Hall of Justice (as those terms are defined in the Hall of Justice JOA), as shown as Areas 1 and 2 in **Exhibit "A"** attached hereto and incorporated herein (the "**HOJ Expansion Space**"), in which the County shall first perform certain tenant improvements for the Court and Judicial Council's benefit, all as more fully set forth and described herein this MOU.

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

1. **Incorporation of Recitals.** The Parties agree the foregoing Recitals are true and correct, and are hereby incorporated into this MOU by this reference.

2. **Term.** This MOU shall commence as of the Effective Date, and shall continue until all obligations of the Parties set forth in this MOU are satisfied or as otherwise mutually agreed to in writing by the Parties. At the time that the County deems all obligations of this MOU to have been satisfied, the County shall provide written notice thereof to the Judicial Council and Court for their approval, which approval shall not be unreasonably withheld, conditioned, or delayed; once approved in writing, said date will constitute the expiration date of this MOU.

3. **Relinquishment of Rights to Traffic Court.**

3.1. **Traffic Court Relinquishment.** The Judicial Council hereby remises,



releases, and forever relinquishes to the County any and all of its right, title, and interest it has or may have in the Real Property of the Traffic Court (as more completely described in the Traffic Court Transfer Agreement, the **"Traffic Court Property"**), in an as-is condition, with no representations or warranties by the Judicial Council with respect to the condition of the Traffic Court Property and with no recourse of any kind, except as otherwise specifically provided for in this MOU (**"Traffic Court Relinquishment"**). The Parties acknowledge that the foregoing Traffic Court Relinquishment includes the relinquishment of all rights to any common areas, any "equity" the Judicial Council may have in the Traffic Court Property as that term is used in the Act, the Judicial Council's right to custody and control of the Traffic Court Property, and the Judicial Council's right to consummate the Traffic Court Transfer of Title. The Parties agree that the Encroachment Permit issued by the County to the Judicial Council to construct and maintain a windscreen at the Traffic Court, designated "AOC-1 Windscreen at Annex" and executed by the County on November 3, 2009, shall be deemed revoked and terminated in its entirety as of the Traffic Court Relinquishment Effective Date, as defined below, and the Judicial Council shall have no obligation to remove the windscreen subject thereof.

3.2. Effective Date of Traffic Court Relinquishment. The Traffic Court Relinquishment shall be effective and considered consummated as of November 6, 2018 (**"Traffic Court Relinquishment Effective Date"**). As of the Traffic Court Relinquishment Effective Date, possession and control of the Traffic Court Property will be deemed to have been delivered to the County and the Judicial Council and Court will thereafter have no right, claim, or interest in the Traffic Court Property whatsoever, except as provided for in the Traffic Court Transfer Agreement and this MOU including, without limitation, the license rights of the Traffic Court Property granted by the County to the Judicial Council and Court as set forth herein.

3.3. Acceptance of Traffic Court Relinquishment. The County hereby accepts the foregoing Traffic Court Relinquishment from the Judicial Council as of the Traffic Court Relinquishment Effective Date.

3.4. Termination of Memorandum. In order to effectuate the Traffic Court Relinquishment, the Judicial Council and County shall endeavor to terminate the Traffic Court Memorandum by executing and recording with the San Mateo County Recorder's Office the Termination of Memorandum similar in form and content to the document attached to this MOU as **Exhibit "B"** and incorporated herein (**"Traffic Court Termination of Memorandum"**). The County shall record the Traffic Court Termination of Memorandum no later than three business days after the Traffic Court Relinquishment Effective Date. The Judicial Council and the County agree that any grant deeds executed by the County in favor of the Judicial Council in connection with the Traffic Court Property, including any deed associated with the grant of any access easement, prior to the Effective Date of this MOU shall be of no further force or effect and that the Judicial Council does not currently possess original forms of any such grant deeds, but agrees to



deliver to the County such original forms of grant deeds for the Traffic Court Property should any be discovered.

3.5. Traffic Court CFP. The Parties acknowledge and agree that the County's obligation to pay the County Facilities Payment for the Traffic Court, as defined in and pursuant to the Traffic Court Transfer Agreement and the Act, is in no way affected, impaired, or invalidated by the foregoing Traffic Court Relinquishment, and said obligation (i.e., to pay \$69,300 per year) shall remain in full force and effect as provided for in the Act.

#### **4. Relinquishment of Rights to Courtroom O.**

4.1. Courtroom O Relinquishment. The Judicial Council hereby remises, releases, and forever relinquishes to the County any and all of its right, title, and interest it has or may have in the portion of the Courtroom O Building in which Courtroom O is located (as more completely described in the Courtroom O Transfer Agreement, the "**Courtroom O Property**"), in an as-is condition, with no representations or warranties by the Judicial Council with respect to the condition of the Courtroom O Property and with no recourse of any kind, except as otherwise specifically provided for herein this MOU ("**Courtroom O Relinquishment**"). The Parties acknowledge that the foregoing Courtroom O Relinquishment includes the relinquishment of all rights to any common areas of the Courtroom O Property, any "equity" the Judicial Council may have in the Courtroom O Property as that term is used in the Act, and the Judicial Council's right to custody and control of the Courtroom O Property.

4.2. Effective Date of Courtroom O Relinquishment. The Courtroom O Relinquishment shall be effective and considered consummated as of November 6, 2018 ("**Courtroom O Relinquishment Effective Date**"). As of the Courtroom O Relinquishment Effective Date, possession and control of the Courtroom O Property will be deemed to have been delivered to the County and the Judicial Council and Court will thereafter have no right, claim, or interest in the Courtroom O Property whatsoever, except as provided for in the Courtroom O Transfer Agreement and this MOU including, without limitation, the license rights of the Courtroom O Property granted by the County to the Judicial Council and Court as set forth herein.

4.3. Acceptance of Courtroom O Relinquishment. The County hereby accepts the foregoing Courtroom O Relinquishment from the Judicial Council as of the Courtroom O Relinquishment Effective Date.

4.4. Termination of Delegation. For purposes of clarity, as a consequence of the Courtroom O Relinquishment by which the Judicial Council shall turn over all responsibility for the Courtroom O Property to the County, the Parties acknowledge and agree that the Delegation of Operations (as defined in the Courtroom O Transfer

Agreement) of the Courtroom O Property shall become null and of no further force or effect as of April 1, 2019. The Parties agree no other action or notice shall be required by the Parties with respect to said Delegation.

4.5. Courtroom O CFP. The Parties acknowledge and agree that the County's obligation to pay the County Facilities Payment for Courtroom O, as defined in and pursuant to the Courtroom O Transfer Agreement and the Act, is in no way affected, impaired, or invalidated by the foregoing Courtroom O Relinquishment, and said obligation (i.e., to pay \$24,905 per year) shall commence and go into effect upon the Courtroom O Relinquishment Effective Date. The County's first quarterly payment of the County Facilities Payment for Courtroom O shall be due on April 1, 2019, and shall be paid to the State Controller each and every fiscal quarter thereafter as provided for in the Act.

## **5. License and Vacation of Traffic Court and Courtroom O.**

5.1. Grant of License. The County hereby grants to the Judicial Council, Court, and their agents, employees, and invitees an exclusive, irrevocable license to enter, access, occupy, and use the Traffic Court and Courtroom O in the same manner, for the same purposes, and under the same conditions that existed prior to the Effective Date of this MOU as set forth in the Traffic Court Transfer Agreement and Courtroom O Transfer Agreement, respectively, for the period of and until the Court vacates the Traffic Court and Courtroom O as provided herein. The County agrees that the consideration for the grant of said license is the Judicial Council and Court's compliance with the terms and conditions of this MOU and the County shall not be entitled to any other type of license fee or consideration whatsoever for the grant of said license.

5.2. Vacation; Termination of License. The Court agrees to fully vacate the Traffic Court and Courtroom O, in a broom-clean condition and free of debris (e.g., the Court will empty the space of all removable items including unaffixed furniture, books, files, etc., dispose of all garbage, and sweep or vacuum), by no later than April 1, 2019, in order to allow the County to commence demolition activities of the Traffic Court for the construction of COB3 immediately thereafter. The Parties acknowledge and agree that, upon the Court vacating the Traffic Court and Courtroom O, the grant of license provided by the County shall expire and no longer be of any force or effect, unless otherwise agreed to in writing by the Parties.

5.3. Temporary Relocation. Upon vacating the Traffic Court and Courtroom O, the Court shall temporarily relocate all Court operations of the Traffic Court and Courtroom O, as applicable and in the Court's discretion, to the court facility located at 1050 Mission Road, South San Francisco, California, commonly known as the Northern Branch Courthouse (Court Facility No. 41-C1) ("**Northern Branch**"). The Court operations of the Traffic Court and Courtroom O shall be temporarily relocated to the



Northern Branch until such time as those operations can be permanently relocated into the HOJ Expansion Space upon the County's completion of the tenant improvements therein as set forth in this MOU.

5.4. Costs of Vacation and Relocation. The Parties acknowledge and agree that the Court shall be solely responsible for any and all costs incurred in vacating the Traffic Court and Courtroom O and the temporary relocation of the operations thereof to the Northern Branch.

6. **County Responsible for COB3.** The Parties acknowledge and agree that neither the Judicial Council nor Court will bear any responsibility, cost, or liability whatsoever with respect to the County Office Building No. 3 and the County's performance of the construction thereof.

7. **HOJ Expansion Space Tenant Improvements.**

7.1. HOJ Tenant Improvements. Prior to the Court's occupancy of the HOJ Expansion Space, the County shall provide certain tenant improvements and alterations to the HOJ Expansion Space, as more fully described and set forth in **Exhibit "C"** attached hereto and incorporated herein ("**HOJ Tenant Improvements**"). The HOJ Tenant Improvements will consist generally of the construction needed for (i) two courtrooms, (ii) two judge's chambers, (iii) conference, office, supplies, and storage areas, and (iv) an expanded clerk's office with two external walk-up windows.

7.2. Project Costs of HOJ Tenant Improvements. Except as otherwise provided herein this MOU, the hard and soft costs for the full performance and completion of the HOJ Tenant Improvements shall not exceed Eight Million Eight Hundred Ninety-Eight Thousand Nine Hundred Two Dollars (\$8,898,902) ("**HOJ Project Costs**"), an estimated breakdown of which is set forth for informational purposes only in **Exhibit "D"** attached hereto and incorporated herein. The HOJ Project Costs do not include the cost of any governmental permits, inspections, or approvals that may be necessary for the performance of the HOJ Tenant Improvements or that may be necessary for the Court's subsequent occupancy of the HOJ Expansion Space, which shall be borne by the County as set forth herein. If the County incurs costs for the HOJ Tenant Improvements in excess of the HOJ Project Costs without first obtaining the Judicial Council and Court's written approval, then those costs shall be the sole responsibility of the County.

7.2.1. Court Contribution; Remaining Balance. Upon the HOJ Tenant Improvements being deemed Substantially Complete (defined below), the Court shall pay One Million Dollars (\$1,000,000) to the County toward the HOJ Project Costs ("**Court Contribution**"). The County shall be responsible for the balance of the HOJ Project Costs less the Court Contribution. Subject to all other provisions of this MOU including, without limitation, the below section entitled *Value Engineering; Cost*

*Overruns*, the Parties acknowledge and agree that in no event (i) shall the Judicial Council have any responsibility or obligation to make payment for any portion of the HOJ Project Costs unless otherwise expressly agreed to in writing by the Judicial Council; (ii) shall the Court have any responsibility or obligation to make payment for any portion of the HOJ Project Costs beyond the Court Contribution; or (iii) shall the County have any responsibility or obligation to contribute more than the balance of the HOJ Project Costs less the Court Contribution, except as specifically set forth in this MOU or otherwise agreed to in writing by the Parties. The Court shall make payment to the County for the Court Contribution within 60 days of receipt of an invoice from the County therefor.

7.2.2. Costs of Delays. The County shall be responsible for all costs and expenses of the HOJ Tenant Improvements in excess of the HOJ Project Costs incurred because of or caused by a County Delay (defined below). The Court shall be responsible for all costs and expenses of the HOJ Tenant Improvements in excess of the HOJ Project Costs incurred because of or caused by a Court Delay (defined below). The Judicial Council shall not be responsible or liable for either County Delays or Court Delays, and neither the Court nor the Judicial Council shall be responsible or liable for any costs or expenses of the HOJ Tenant Improvements in excess of the HOJ Project Costs incurred because of or caused by a Force Majeure Delay (defined below).

7.2.2.1. For purposes of this section, the term “**County Delay**” shall mean: (a) any delay in the design, performance, and/or completion of the HOJ Tenant Improvements resulting from the County not responding to requests for authorization or approval within the time period provided for response to such request or, if no such time is stated, beyond a reasonable time for such response; or (b) any delay in the design, performance, and/or completion of the HOJ Tenant Improvements attributable to the acts or failures to act, whether willful, negligent, or otherwise, of the County, the County’s Architect, the County’s Contractor, subcontractors, suppliers, or other agents or contractors. A County Delay also includes, without limitation, any delay in the County’s design, performance, and/or completion of COB3 which delay, as a consequence, in any way causes the incurrence of additional costs for the HOJ Tenant Improvements.

7.2.2.2. For purposes of this section, the term “**Court Delay**” shall mean: (a) any failure of the Court or the Judicial Council to fulfill its obligations with respect to the HOJ Tenant Improvements as set forth herein; (b) Change Orders requested by the Court or the Judicial Council which delay the Scheduled Completion Date of the HOJ Tenant Improvements; or (c) a willful or negligent act or omission of the Court, the Judicial Council, their employees, agents, or representatives, that interferes with the progress of the HOJ Tenant Improvements and which is not remedied by the Court or the Judicial Council, as applicable, within seventy-two (72) hours after delivery of written notice to both the Court and Judicial Council of said interference.

7.2.2.3. For purposes of this section, a “**Force Majeure**



**Delay**” shall be deemed to occur if any Party is delayed or prevented from the performance of any act required to complete the HOJ Tenant Improvements by reason of: acts of God; strikes or lockouts; fires or explosions; failure of a governmental entity to timely provide its approval or issue Permits as long as the County’s submittals to that governmental entity for such approval or Permits were complete, accurate, and timely; or restrictive governmental laws or regulations, all of which are without fault and beyond the control of the obligated Party.

7.2.3. Value Engineering; Cost Overruns. In the event it is reasonably determined that the HOJ Project Costs are insufficient to cover the HOJ Tenant Improvements (notwithstanding any County, Court, or Force Majeure Delay(s)), the Parties agree to engage in good faith in a collaborative value-engineering process to address any such projected cost overruns to, without limitation, ensure that the actual cost of the HOJ Tenant Improvements does not exceed the HOJ Project Costs and/or for the Parties to share in or apportion any such cost overruns as the Parties deem appropriate at that time. The Parties shall memorialize any agreement reached in the value-engineering process described in this section in writing by an amendment to this MOU executed by all Parties. In the event that the Parties are unable to reach an amicable resolution with respect to any projected cost overruns for the HOJ Tenant Improvements, the Parties agree to engage in good faith in the dispute resolution process set forth in this MOU below.

7.2.4. Costs of Relocation. The Parties acknowledge and agree that the Court shall be solely responsible for any and all costs incurred in relocating from the Northern Branch to the HOJ Expansion Space upon completion of the HOJ Tenant Improvements.

7.3. Design. With design input from the Judicial Council and Court, plans and specifications for the HOJ Tenant Improvements will be prepared by an architect selected and retained by the County and approved in writing by the Judicial Council and Court (**“County Architect”**). These plans and specifications prepared by the County Architect will then be subject to written approval by the Parties at each of the milestone design reviews, which approvals will not be unreasonably withheld, conditioned, or delayed by any Party (as approved, the **“HOJ Final Plans”**). Upon the Parties’ approval of the HOJ Final Plans, the Parties acknowledge and agree that the HOJ Final Plans shall be deemed incorporated into **Exhibit “E”** of this MOU by this reference. The County will submit the HOJ Final Plans to any applicable governmental agencies for issuance, at the County’s sole cost, of all necessary permits, inspections, and approvals required for performance of the HOJ Tenant Improvements and the Court’s subsequent occupancy of the HOJ Expansion Space (the **“Permits”**). The HOJ Final Plans may only be modified by a written change order (**“Change Order”**) executed by all Parties which clearly describes (i) the change, (ii) the Party required to perform and pay for the change, and (iii) any modifications of the HOJ Final Plans including the cost estimate necessitated by the Change Order. The County or Judicial Council and Court, as applicable, shall respond in



writing within 14 days of receipt of any request for a Change Order submitted by another Party for that Party's approval.

7.3.1. Design Criteria. The County agrees that the HOJ Final Plans for the HOJ Tenant Improvements shall conform to and be in accordance with the Performance Criteria for Construction of the San Mateo Traffic Court, dated June 1, 2018 attached hereto as **Exhibit "F"** and incorporated herein ("**San Mateo Traffic Court Performance Criteria**"); the Judicial Council's California Trial Court Facilities Standards, 2006 Edition, re-issued with Amendment 1 dated March 1, 2010, incorporated herein by this reference; and the California Catalog of Courtroom Layouts for California Trial Courts, adopted by the Judicial Council on June 25, 2015, incorporated herein by this reference.

7.4. Performance. The County will select and enter into a contract with a general contractor for the performance of the HOJ Tenant Improvements that is properly licensed in California and approved by the Judicial Council and Court, such approval not to be unreasonably withheld ("**County's Contractor**"). The County will cause the HOJ Tenant Improvements to be constructed by well-trained, adequately-supervised workers, in a good and workmanlike manner, free from design, material, and workmanship defects and the contract for such HOJ Tenant Improvements shall contain commercially standard warranty provisions. The County will further cause the HOJ Tenant Improvements to be constructed in accordance with the HOJ Final Plans and in compliance with all applicable laws and regulations including, without limitation, the Americans with Disabilities Act, the Prevailing Wage Law (California Labor Code section 1720 et seq.), and all relevant building codes.

7.5. Schedule. Prior to commencing the HOJ Tenant Improvements, the County shall submit in advance its proposed schedule therefor, including the County's Contractor's proposed hours of work, for review and approval by the Judicial Council and Court, which approval will not be unreasonably conditioned, delayed, or withheld; provided, however, that the County agrees to coordinate and cooperate with the Court in the performance of the HOJ Tenant Improvements so as not to unreasonably interfere with or disturb Court operations, or create an undue safety risk, at the Hall of Justice.

7.6. Insurance. The County shall require County's Contractor, and any subcontractor thereof, to obtain and keep in force for the duration of the performance of the HOJ Tenant Improvements the following policies of insurance: (i) commercial general liability insurance coverage with a minimum limit of liability of \$2,000,000 per occurrence and with a \$4,000,000 aggregate; (ii) automobile liability insurance coverage for all owned, non-owned, and hired automobiles in the amount of \$1,000,000; (iii) workers' compensation insurance as required by law; (iv) employers' liability coverage with limits not less than \$1,000,000 per person per accident; and (v) builder's risk or installation insurance that covers the work of the HOJ Tenant Improvements for direct physical loss or



damage while in the course of transportation, erection, installation and completion with limits of liability equal to the final completed value of the HOJ Tenant Improvements. Prior to commencing the performance of the HOJ Tenant Improvements, the County shall obtain and provide to the Judicial Council certificates of insurance from County's Contractor for the required insurance which shall name the County; the Judicial Council of California; the State of California; and the Superior Court of California, County of San Mateo; and their respective elected and appointed officials, judges, subordinate judicial officers, officers, agents, and employees as additional insureds.

7.7. Completion. The HOJ Tenant Improvements will be deemed **"Substantially Complete"** when (i) construction of the HOJ Tenant Improvements has been substantially completed in accordance with the HOJ Final Plans; (ii) the County Architect has certified that the HOJ Tenant Improvements have been constructed in accordance with the HOJ Final Plans; (iii) there is no incomplete or defective work that would unreasonably interfere with the Court's use of the HOJ Expansion Space; (iv) all necessary government approvals for legal occupancy of the HOJ Expansion Space with the HOJ Tenant Improvements have been obtained (including, if applicable, a Certificate of Occupancy); (v) all utilities are hooked up and available for use by the Court in the HOJ Expansion Space; and (vi) the Judicial Council and Court have reasonably acknowledged in writing that the HOJ Tenant Improvements are Substantially Complete. The HOJ Tenant Improvements are scheduled to be Substantially Complete on or before March 31, 2022 (the **"Scheduled Completion Date"**). Notwithstanding the Scheduled Completion Date, the date on which the HOJ Tenant Improvements are actually Substantially Complete pursuant to this section shall be referred to as the **"Substantial Completion Date."** Within five (5) days of satisfying all requirements needed to deem the HOJ Tenant Improvements Substantially Complete including the County's receipt of the Judicial Council and Court's written acknowledgement thereof, the County shall deliver to the Judicial Council and Court a letter confirming the Substantial Completion Date of the HOJ Tenant Improvements.

7.8. Punch List Items. The County will notify the Judicial Council and Court in writing when the HOJ Tenant Improvements are Substantially Complete. On receipt of such written notice, the Judicial Council, Court, County, and County's Architect will immediately inspect the HOJ Tenant Improvements and prepare a written list of any items that are defective, incomplete, or do not conform to the HOJ Final Plans (the **"Punch List"**). The Judicial Council and Court may augment the Punch List at any time on or before 30 days following the Substantial Completion Date. The Judicial Council or Court's failure to specify any item on the Punch List, however, will not waive the County's obligation to construct the HOJ Tenant Improvements in accordance with the HOJ Final Plans and the terms of this MOU. The County will cause all Punch List items to be remedied within 60 days after the Substantial Completion Date if not sooner.

7.9. Furniture, Fixtures, and Equipment. The Parties acknowledge and



agree that the HOJ Tenant Improvements do not include any furniture, fixtures, and equipment (e.g., any equipment that has no permanent connection to the structure of the building or utilities), including all the items listed under "Project Furniture, Fixtures & Equipment" in the San Mateo Traffic Court Performance Criteria ("FF&E"). The Court shall be solely responsible for the costs and installation of any and all FF&E required for Court's occupancy and use of the HOJ Expansion Space.

7.10. No Building-Wide Structural Improvements. It is expressly acknowledged and agreed by the Parties that no portion of the HOJ Tenant Improvements consists of any central or building-wide structural work, maintenance, or repairs including, without limitation, any roof, air handlers, or other exterior building envelope issues ("**Building-Wide Structural Improvements**"); provided, however, the HOJ Tenant Improvements may provide for any non-building-wide structural work, additions, revisions, or modifications within the HOJ Expansion Space and which are specifically required to perform the HOJ Tenant Improvements such as to the fire alarm or sprinkler systems, and the programming thereof, but not including fire detection or suppression work at or for the elevator lobby within the Hall of Justice. In the event that any Building-Wide Structural Improvements to the Hall of Justice are determined to be needed in the course of the County's performance of the HOJ Tenant Improvements, the Parties' performance and share of costs for such Building-Wide Structural Improvements shall be pursuant to the terms and procedure set forth in the Hall of Justice JOA and shall accordingly be subject to the approval of the Judicial Council's Trial Court Facility Modification Advisory Committee.

7.11. Delay in Substantial Completion. The Parties hereby agree that the exact amount of damages for failure to complete the HOJ Tenant Improvements by the Scheduled Completion Date is extremely difficult or impossible to determine. Notwithstanding any other provision of this MOU including, without limitation, the above section entitled *Costs of Delay*, if and to the extent that the Substantial Completion Date for the HOJ Tenant Improvements occurs after the Scheduled Completion Date because of a County Delay, it is understood, acknowledged, and agreed that the Court will suffer damage, the actual amount of which would be impractical and unfeasible to determine; the Parties accordingly agree that the County shall forfeit to the Court as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500) for each and every calendar day of delay so caused. However, if and to the extent the Substantial Completion Date for the HOJ Tenant Improvements instead occurs after the Scheduled Completion Date because of either a Court Delay or Force Majeure Delay, the Scheduled Completion Date of the HOJ Tenant Improvements shall be extended up to the equivalent of the period of the Court Delay or Force Majeure Delay, as applicable, and the provisions of the above section entitled *Costs of Delay* shall apply. In the event the County so forfeits any amount of fixed and liquidated damages pursuant to this section, said amount shall be deducted from the Court Contribution prior to being paid by the Court to the County or as otherwise agreed to in writing by the Parties.



7.12. Delivery of HOJ Tenant Improvements. On the first business day following the Substantial Completion Date, the County will deliver the HOJ Expansion Space to the Court in a turnkey, broom clean and safe condition, free of hazards and debris with all HOJ Tenant Improvements Substantially Complete.

## **8. HOJ Expansion Space Equity.**

8.1. HOJ Expansion Space Conveyance. Upon the HOJ Tenant Improvements being deemed Substantially Complete and the Court's subsequent occupancy of the HOJ Expansion Space, the County shall convey to the Judicial Council the County's rights to and interest in the HOJ Expansion Space, which is comprised of an approximately 13,112 square foot portion of the County Exclusive-Use Area in the Hall of Justice (as those terms are defined in the Hall of Justice JOA), including without limitation the conveyance to the Judicial Council of the "equity" the County has in the HOJ Expansion Space as that term is used in the Act ("**HOJ Expansion Space Conveyance**").

8.2. HOJ JOA Amendment. To effectuate the HOJ Expansion Space Conveyance and to further set forth the terms thereof, the County and Judicial Council agree to amend the Hall of Justice JOA pursuant to and in the form of the First Amendment to Joint Occupancy Agreement for the Hall of Justice attached hereto as **Exhibit "G"** and incorporated herein ("**HOJ JOA Amendment**"). The County and Judicial Council shall execute the HOJ JOA Amendment concurrently with this MOU. In the event that, after the HOJ Tenant Improvements are deemed Substantially Complete, it is determined that any subsequent corrections or revisions to the Hall of Justice JOA are needed to accurately reflect the HOJ Expansion Space Conveyance or location of Court Parking (as provided herein) the Parties agree to cooperate in good faith to further amend the Hall of Justice JOA and any exhibits thereto if needed and as applicable.

## **9. Parking.**

9.1. Court Parking at County Government Center Defined. As set forth in the Hall of Justice Transfer Agreement and JOA, the term Court Parking means: (i) ten full-size, premium, reserved parking spaces, dedicated for use by judges, which are located in the parking lot on the northeast corner of the intersection of County Center and Marshall Street ("**VIP Lot Court Parking**"); (ii) 15 full-size, premium, reserved spaces, located in an underground parking structure at 555 County Center ("**Underground Reserved Parking Area**") dedicated for use by judges ("**Underground Reserved Court Parking**"); (iii) 693 full-size non-exclusive unreserved parking spaces, 37 compact non-exclusive unreserved parking spaces, and 8 ADA accessible non-exclusive unreserved parking spaces all located within a multi-story parking structure located on the Campus (as defined in the Hall of Justice JOA) ("**Existing Parking Structure**"), which spaces are shared by Court and County employees on a first-come, first served basis and which are located on



the following floors: basement, 2, 3, 4 and 5 (“**Employee Garage Parking**”); (iv) 43 full-size premium reserved parking spaces located in the shared parking lots at the southeast corner of the intersection of Marshall Street and Hamilton Street and at the southeast corner of the intersection of Marshall Street and Winslow Street (also known as the Law Library Parking Lot, as defined below), dedicated for use in the County's Commute Alternatives Program, which program provides that carpool parking applicants are considered in the order in which they sign up, with no priority given to an employee based on whether employed by the Court or the County (“**Commute Alternatives Parking**”); (v) 64 full-size parking spaces, which include two ADA accessible parking spaces, located in one surface-level parking lot on the Campus, which spaces are shared by Court and County employees on a first-come, first served basis (“**Employee Surface Lot Parking**”); and (vi) 212 full-size parking spaces, including six ADA accessible parking spaces, located in two surface-level parking lots on the Campus, dedicated for use at times that Court is in session by jurors attending Court sessions (“**Juror Parking**”).

9.2. County Parking Obligations. The Parties acknowledge and agree that, as part of the COB3 Project, the availability and location of parking for judicial officers, Court and County employees, and the public at the County Government Center will be subject to change, both during the period of construction and following completion of the COB3 Project. Except as modified in this MOU, the County shall at all times, including throughout the performance of the COB3 Project, continue to comply with the terms and conditions of the Hall of Justice Transfer Agreement and JOA for the provision and operation of the Court Parking, as defined therein, which is parking of the same number, size, type, and convenience as made available for users of the Court on October 1, 2001. Under the Hall of Justice Transfer Agreement and JOA, the County is to at all times provide, at the County's sole expense, the Court Parking, or its equivalent, for use by the Court and users of the Court. The County is not to enter or amend any agreements with third parties that will in any way materially adversely affect the Court's right to use the Court Parking during Court sessions (or the Court's judges, staff, and employees' right to use the Court Parking after regular Court business hours and on weekends on an equivalent basis as County employees) or otherwise allow third parties to use the Court Parking in such a way as to interfere with the Court's use of such parking, without the prior written consent of the Court. To the extent that any of the Court Parking and County Parking (as defined in the Hall of Justice Transfer Agreement and JOA) are simultaneously made temporarily unavailable to Court and County users, respectively, the Court Parking and County Parking are to be subject to the same timing and level of inconveniences and unavailability, and Court and County users shall receive notification of any changes on the same basis and timing.

9.3. Relocations of Court Parking.

9.3.1. VIP Lot Court Parking Temporary Relocation. The Parties acknowledge and agree that the VIP Lot Court Parking will be relocated during



construction of the COB3 Project to the parking lot commonly referred to as the Law Library Parking Lot, located at 710 Hamilton Street, Redwood City, California ("**Law Library Parking Lot**"). The County hereby agrees that any parking provided as a temporary replacement of the VIP Lot Court Parking in the Law Library Parking Lot or any other parking lot shall be of at least the same number, size, type, and convenience as the VIP Lot Court Parking as of the Effective Date of this MOU including, but not limited to, exclusive/restricted access and security consistent with any exclusive/restricted access and security currently provided for the VIP Lot Court Parking.

9.3.2. VIP Lot Court Parking Permanent Relocation. Upon the County's occupancy of Parking Garage No. 2 following the completion of construction, the VIP Lot Court Parking will be permanently relocated to the Underground Reserved Parking Area. The County hereby agrees that any parking provided as a permanent location for the VIP Lot Court Parking in the Underground Reserved Parking Area shall be of at least the same size, type, and convenience as the Underground Reserved Court Parking as of the Effective Date of this MOU including, but not limited to, any exclusive/restricted access and security consistent with any exclusive/restricted access and security currently provided for the Underground Reserved Court Parking.

9.3.3. Employee Garage Parking Temporary Relocation. The Parties acknowledge and agree that the Employee Garage Parking will be relocated during construction of the COB3 Project to one or more offsite parking locations ("**Offsite Lot**"). As part of said parking relocation, the County will provide any associated accommodations/services, including, for example, shuttle service, for the displaced Employee Garage Parking on the same basis and degree of convenience that such accommodations/services are provided to County employees. The County shall provide the Court a reasonable opportunity of no less than 75 calendar days to review the plans for the relocation, including timing, potential shuttle or other services, any signage, and other acts required for said temporary relocation. The County shall review and consider in good faith any comments, concerns, or other feedback received within 21 calendar days of delivery of said plans to the Court.

9.3.4. Employee Garage Parking Permanent Relocation. Upon the County's occupancy of Parking Garage No. 2 following the completion of its construction, the Employee Garage Parking will be permanently relocated to Parking Garage No. 2. The County hereby agrees that any parking provided as a permanent location for the Employee Garage Parking shall be of at least the same number, size, type, and convenience as the Employee Garage Parking as of the Effective Date of this MOU including, but not limited to, any exclusive/restricted access and security consistent with any exclusive/restricted access and security currently provided for the Employee Garage Parking.

9.3.5. Employee Surface Lot Parking Temporary Relocation. The Parties acknowledge and agree that the Employee Surface Lot Parking will be relocated



during construction of the COB3 Project to the Offsite Lot. As part of said parking relocation, the County will provide any associated accommodations/services, including, for example, shuttle service, for the displaced Employee Surface Lot Parking on the same basis and degree of convenience that such accommodations/services are provided to County employees. The County shall provide the Court a reasonable opportunity of no less than 75 calendar days to review the plans for the relocation, including timing, potential shuttle or other services, any signage, and other acts required for said temporary relocation. The County shall review and consider in good faith any comments, concerns, or other feedback received within 21 calendar days of delivery of said plans to the Court.

9.3.6. Employee Surface Lot Parking Permanent Relocation. Upon the County's occupancy of Parking Garage No. 2 following the completion of its construction, the Employee Surface Lot Parking will be permanently relocated to Parking Garage No. 2. The County hereby agrees that any parking provided as a permanent location for the Employee Surface Lot Parking shall be of at least the same number, size, type, and convenience as the Employee Surface Lot Parking as of the Effective Date of this MOU including, but not limited to, any exclusive/restricted access and security consistent with any exclusive/restricted access and security currently provided for the Employee Surface Lot Parking.

9.3.7. Juror Parking Permanent Relocation. The existing Juror Parking is on the site where the County intends to construct part of the COB3 Project including Parking Garage No. 2. The Parties acknowledge and agree that as of June 1, 2019, the existing Juror Parking will be relocated to the Existing Parking Structure. Before finalizing such plans, the County shall provide the Court a reasonable opportunity of no less than 60 days to review the plans for the relocation, including specific location (i.e., floor level(s)), signage, and other acts required for said relocation of the Juror Parking to the Existing Parking Structure. The County hereby agrees that any parking provided as a permanent location for the Juror Parking in the Existing Parking Structure or any other parking lot shall be of at least the same number, size, type, and convenience as the Juror Parking as of the Effective Date of this MOU including, but not limited to, any exclusive/restricted access and security consistent with any exclusive/restricted access and security currently provided for the Juror Parking.

9.3.8. Commute Alternatives Parking Temporary Relocation. The Parties acknowledge and agree that the Commute Alternatives Parking will be relocated during construction of the COB3 Project to the Offsite Lot. As part of said parking relocation, the County will provide any associated accommodations/services, including, for example, shuttle service, for the displaced Commute Alternatives Parking on the same basis and degree of convenience that such accommodations/services are provided to County employees. The County shall provide the Court a reasonable opportunity of no less than 75 calendar days to review the plans for the relocation, including timing, potential shuttle or other services, any signage, and other acts required for said temporary relocation.



The County shall review and consider in good faith any comments, concerns, or other feedback received within 21 calendar days of delivery of said plans to the Court.

9.3.9. Commute Alternatives Parking Permanent Relocation. Upon the County's occupancy of Parking Garage No. 2 following the completion of its construction, the Commute Alternatives Parking will be permanently relocated to Parking Garage No. 2. The County hereby agrees that any parking provided as a permanent location for the Commute Alternatives Parking shall be of at least the same number, size, type, and general convenience as the Commute Alternatives Parking as of the Effective Date of this MOU including, but not limited to, any exclusive/restricted access and security consistent with any exclusive/restricted access and security currently provided for the Commute Alternatives Parking. Notwithstanding the foregoing, the Judicial Council and Court acknowledge that the County may at any time, in its sole discretion, decide to revise or eliminate the availability or location of designated parking spaces and/or other parking privileges for participants in the Commute Alternatives Program; provided, however, regardless of any County decision to revise or eliminate the privileges of the Commute Alternatives Program or the corresponding designation of those parking spaces as such, that the County shall still provide the Court with shared access to 43 parking spaces of at least the same number, size, type, and general convenience that is provided for the Commute Alternative Parking as of the Effective Date of this MOU. The County agrees that, as part of any revision or elimination of the parking privileges offered to participants in the Commute Alternatives Program, Court-employee participants in said program shall be entitled to enjoy such privileges to the same extent as County-employee participants in the program.

9.4. Future Amendment. The Parties agree to enter into and execute all agreements necessary to effectuate and memorialize any and all changes to the Court Parking agreed upon in this MOU as early as practicable and in no event later than the completion of the COB3 Project including, without limitation, to amend the definition of Court Parking in the Hall of Justice JOA and/or incorporate revised parking plans as needed and appropriate.

## **10. Mutual Indemnification.**

10.1. The Judicial Council and Court agree, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the County), and hold harmless the County, its Board of Supervisors, and its respective agencies, districts, departments, directors, elected and appointed officials, agents, employees, contractors, and representatives, in both individual and official capacities ("**County Indemnitees**"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to the Judicial Council and Court's obligations under this MOU, except to the extent caused by the negligence or willful misconduct of the County Indemnitees.



10.2. The County agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the Judicial Council and Court), and hold harmless the Judicial Council of California; the State of California; the Superior Court of California, County of San Mateo; and their respective officers, judicial officers, agents, contractors, representatives, volunteers, and employees, in both individual and official capacities (“**State Indemnitees**”), against all suits, claims, damages, losses, and expenses, including but not limited to attorney’s fees, caused by, arising out of, resulting from, or incidental to the County’s obligations under this MOU, except to the extent caused by the negligence or willful misconduct of the State Indemnitees.

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

**11. Dispute Resolution.** In the event of a dispute between the Parties relating to the performance of the Parties’ obligations under this MOU, including any issues related to the HOJ Tenant Improvements, the Parties shall engage in the following dispute resolution process:

11.1. Special Meeting to Meet and Confer. The Parties shall endeavor to resolve any disputes relating to this MOU through commercially reasonable dispute resolution procedures without resort to litigation. Accordingly, if any dispute arises, any Party may call a special meeting of the Parties by written request specifying the nature of the matter to be addressed. The meeting shall be held within 10 business days at the offices of County, or as otherwise agreed to by the Parties, and shall be attended by representatives of the Parties who have authority to resolve the dispute. The representatives shall confer in a good-faith attempt to resolve the dispute until they either succeed or one or all Parties concludes that the dispute will not be resolved through additional meetings.

11.2. Mediation. If a matter in dispute is not resolved through the special meeting process, any Party may initiate mediation by delivering written notice to the other Parties. All concerned Parties shall attend and participate in the mediation, which shall be non-binding and without prejudice to any other rights or remedies which any Party may have. Unless the Parties agree otherwise, the mediation proceedings shall be conducted by an independent mediator acceptable to all concerned Parties. If the Parties are unable, within 30 calendar days after the notice initiating the mediation is delivered to agree upon a mediator, then each Party shall select a single mediator and those mediators shall be requested to select a qualified neutral third party to mediate any matters still in dispute. The costs of the mediation shall be shared equally by the Parties to the mediation, except that each Party shall pay the fees, costs, and expenses of its own legal counsel and



consultants in connection with the mediation as well as any fees and costs charged by each Party's respective mediator in connection with the selection of a neutral mediator if so necessary. Any voluntary settlement reached because of the mediation process shall be reduced to writing.

11.3. Confidentiality. All discussions and negotiations conducted pursuant to this dispute resolution process prior to litigation are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. Mediation shall be confidential and shall be subject to the provisions of California Evidence Code sections 703.5 and 1115 through 1128.

11.4. No Delay. The time periods required for the dispute resolution process provided by this section shall not be considered a County Delay or Court Delay for any purposes.

## **12. General Provisions.**

12.1. Entire MOU. This MOU contains the entire and complete agreement of the Parties with respect to the subject matter of this MOU, and supersedes any and all other previous or concurrent understandings, arrangements, or agreements, oral or written. No promises, representations, warranties, or inducements of any kind exist between any of the Parties to this MOU except as expressly set forth in this MOU. In all respects, except as specifically provided for in this MOU, each applicable Transfer Agreement shall remain in full effect and shall continue to govern the rights and responsibilities of the Parties as set forth therein.

12.2. Notice. Any notices required or permitted to be given under the terms of this 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 County: County of San Mateo  
Attention: County Manager  
400 County Center Drive, 1st Floor  
Redwood City, CA 94063  
Voice: 650-363-4121



With a copy to: County of San Mateo  
Attention: County Counsel  
400 County Center Drive, 6th Floor  
Redwood City, CA 94063  
Voice: 650-363-4250

If to the Judicial Council: Judicial Council of California  
Facilities Services  
Attention: Associate Facilities Analyst  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Voice: 415-865-5334

With a copy to: Judicial Council of California  
Facilities Services  
Attention: Manager, Real Estate  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Voice: 415-865-4048

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

Judicial Council of California  
Branch Accounting & Procurement  
Attention: Manager, Contracts  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102  
Voice: 415-865-7989

If to the Court: Superior Court of California, County of San Mateo  
Attention: Court Executive Officer  
400 County Center Drive  
Redwood City, CA 94063  
Voice: 650-261-5016

With a copy to: Superior Court of California, County of San Mateo  
Attention: Deputy Court Executive Officer  
400 County Center Drive  
Redwood City, CA 94063

12.3. Amendment. No addition to or modification of the terms of this MOU shall be valid unless made in a written amendment to this MOU, which is formally approved and signed by each of the Parties to this MOU.

12.4. Counterparts. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

12.5. Governing Law. This MOU is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.

12.6. Non-Assignability. No Party may assign this MOU to any third party without the prior, written consent of the other Parties.

12.7. Authority. The County, Judicial Council, and Court each certifies that it is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this MOU, and each further certifies that the individual signing this MOU on its behalf has been duly authorized to execute this MOU on behalf of the Party and may legally bind the Party to the terms and conditions of this MOU.

**[SIGNATURES ON FOLLOWING PAGE]**




ACCEPTED AND AGREED TO:

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Name: Michael Callagy  
Title: County Manager  
Date: \_\_\_\_\_


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

**JUDICIAL COUNCIL OF CALIFORNIA**

By:  \_\_\_\_\_  
Name: Jeremy P. Ehrlich  
Title: Attorney  
Date: 10-26-2010

By:  \_\_\_\_\_  
Name: Stephen Saddler  
Title: Manager, Contracts  
Date: 10/31/18

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN MATEO**

By:  \_\_\_\_\_  
Name: Susan I. Etezadi  
Title: Presiding Judge  
Date: NOV 01 2018

**SUSAN IRENE ETEZADI**

## **LIST OF EXHIBITS TO MOU**

|             |  |
|-------------|--|
| Exhibit "A" | HOJ Expansion Space                          |
| Exhibit "B" | Traffic Court Termination of Memorandum      |
| Exhibit "C" | HOJ Tenant Improvements                      |
| Exhibit "D" | HOJ Project Costs                            |
| Exhibit "E" | HOJ Final Plans                              |
| Exhibit "F" | San Mateo Traffic Court Performance Criteria |
| Exhibit "G" | HOJ JOA Amendment                            |



**EXHIBIT "A"**

**HOJ EXPANSION SPACE**

**LEGEND**

- [BLUE] Existing Court EUA to Remain As-Is
- [ORANGE] Existing Court EUA to New Common Area
- [GREEN] Existing Common Area to New Court EUA
- [PINK] Existing County EUA to New Common Area
- [YELLOW] Existing County EUA to New Court EUA

\* EUA = Exclusive-Use Area

**Relocated Security Screening**

**Area 1**

**Area 2**

**New Walk Up Service Windows**

**1ST FLOOR HALL OF JUSTICE**

1087  
HALLWAY

**EXHIBIT "A" TO COB3 MOU**

1ST FLOOR  
HALL OF JUSTICE  
400 COUNTY CENTER DRIVE  
REDWOOD CITY, CA



**EXHIBIT "B"**

**TRAFFIC COURT TERMINATION OF MEMORANDUM**

*The Traffic Court Termination of Memorandum shall be substantially similar to the attached form.*

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Judicial Council of California  
Facilities Services  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102-3688  
Attention: Manager, Real Estate

OFFICIAL STATE BUSINESS – EXEMPT FROM RECORDING FEES  
PURSUANT TO GOVERNMENT CODE SECTION 27383 AND  
DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND  
TAXATION CODE SECTION 11922

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APN(S): Portion of 052-344-150; County of San Mateo

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**TERMINATION OF MEMORANDUM**

This TERMINATION OF MEMORANDUM (“**Termination**”) is made and entered into as of November 6, 2018, by and between the Judicial Council of California, formerly known as the Judicial Council of California, Administrative Office of the Courts (the “**Judicial Council**”), on behalf of the State of California; and the County of San Mateo (the “**County**”). The Judicial Council and the County each constitute a “**Party**” and collectively constitute the “**Parties**” to this Termination.

RECITALS

A. The Judicial Council and County entered into that certain Transfer Agreement for the Transfer of Responsibility and Transfer of Title for Court Facility, dated December 23, 2008 (“**Transfer Agreement**”), with respect to the Parties’ responsibility for the funding and operation of the real property located at 500 County Center, Redwood City, California (“**Real Property**”), as more particularly described on **Attachment “1”** attached hereto, and all buildings, structures, and improvements located thereon and affixed thereto.

B. On January 12, 2009, the Judicial Council and County recorded that certain Memorandum of Agreement in the Official Records of San Mateo County as Document No. 2009-002751, to memorialize the existence of the Transfer Agreement (“**Memorandum**”).

C. The Parties now desire to record this Termination to terminate the Memorandum.



**NOW, THEREFORE**, the Parties hereby agree as follows:

1. Termination of Memorandum. The County and Judicial Council have consummated the transactions memorialized in the Memorandum, and the Parties agree to record this Termination in the Official Records of San Mateo County to remove the Memorandum as a matter of public record.

**IN WITNESS WHEREOF**, this Termination has been executed as of the date first above written.

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

**JUDICIAL COUNCIL OF CALIFORNIA**

By: \_\_\_\_\_  
Name: Jeremy P. Ehrlich  
Title: Attorney  
Date: \_\_\_\_\_

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

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Name: Michael Callagy  
Title: County Manager  
Date: \_\_\_\_\_

ATTACHMENT "1" TO  
TERMINATION OF MEMORANDUM

Legal Description of the Real Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 5 and 6 in Block 3, Range "C", as shown on that certain map entitled "Town of Mezesville," filed in the office of the County Recorder of San Mateo County on August 1, 1856 in Book 1 of Maps at Page 79.

APN: Portion of 052-344-150



**\*Important:** This plot is not a survey. It is furnished as a convenience to you. The land is subject to adjoining streets and other lands not ACR. It guarantees only dimensions, direction, bearings, etc.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**STATE OF CALIFORNIA**

**COUNTY OF** \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**STATE OF CALIFORNIA**

**COUNTY OF** \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "C"**

**HOJ TENANT IMPROVEMENTS**

*Description and scope of the HOJ Tenant Improvements on following page(s).*



The floor plan illustrates the layout of the 1st floor, featuring a central blue-hatched area and various functional rooms. Key areas include:

- Central Area:** A large section with blue hatching, possibly for the main courtroom or public gathering.
- Offices:** Multiple rooms labeled 'OFFICE' and 'OFFICES' are distributed throughout the plan.
- Storage:** Numerous 'STORAGE' rooms are located in various sections.
- Specialized Rooms:** Includes a 'Relocated Security Screening' area, a 'Document Viewing' area, and a 'Clerks Service Windows' area.
- Corridors and Stairs:** A network of corridors and stairwells connects the different rooms.
- Room Numbers:** The plan is densely packed with room numbers, such as 1000, 1001, 1002, etc., indicating specific locations.

# Plan 1B

1ST FLOOR  
 HALL OF JUSTICE  
 400 COUNTY CENTER DRIVE  
 REDWOOD CITY, CA

**EXHIBIT "D"**

**HOJ PROJECT COSTS**

*HOJ Project Costs for the HOJ Tenant Improvements on following page(s).*



**San Mateo Hall of Justice Traffic Court Plan 1B (Two Courtrooms)**

| <b><u>Construction Costs</u></b>                 | <b><u>Quantity</u></b> | <b><u>Unit</u></b> | <b><u>Unit Price</u></b> | <b><u>Total Cost</u></b> |
|--|------------------------|--------------------|--------------------------|--------------------------|
| Demolition                                       | 19,600                 | SF                 | \$11.00                  | \$215,600                |
| Test, Abate, Remove Hazmat Materials             | 0                      | SF                 | \$7.50                   | \$0                      |
| Clerk's Public Service Counters                  | 105                    | LF                 | \$2,600.00               | \$273,000                |
| Restrooms  | 423                    | SF                 | \$200.00                 | \$84,600                 |
| Chambers, Conference and Office Space            | 14,529                 | SF                 | \$55.00                  | \$799,095                |
| Walk-up Windows                                  | 2                      | EA                 | \$100,000.00             | \$200,000                |
| ADA Upgrades & Signage                           |                        |                    |                          |                          |
| Provide ADA upgrades                             | 1                      | EA                 | \$100,000.00             | \$100,000.00             |
| Signage  | 19,600                 | SF                 | \$0.50                   | \$9,800                  |
| Courtrooms                                       |                        |                    |                          |                          |
| Interior Partitions                              | 4,750                  | SF                 | \$43.00                  | \$204,250                |
| Doors  | 5                      | EA                 | \$2,100.00               | \$10,500                 |
| Wall Finishes                                    | 4,750                  | SF                 | \$18.00                  | \$85,500                 |
| Floor Finishes                                   | 4,750                  | SF                 | \$8.00                   | \$38,000                 |
| Judge, Witness & Clerk Benches                   | 2                      | EA                 | \$237,000.00             | \$474,000                |
| Spectator Seating Benches                        | 350                    | LF                 | \$350.00                 | \$122,500                |
| Spectator Rail                                   | 60                     | LF                 | \$37.00                  | \$2,220                  |
| Ceilings (includes premium)                      | 4,750                  | SF                 | \$22.75                  | \$108,063                |
| AV Allowance                                     | 2                      | EA                 | \$200,000.00             | \$400,000                |
| Lighting (includes premium)                      | 4,750                  | SF                 | \$20.00                  | \$95,000                 |
| HVAC Upgrades                                    | 4,750                  | SF                 | \$45.00                  | \$213,750                |
| Electrical Upgrades                              | 4,750                  | SF                 | \$50.00                  | \$237,500                |
| Fire Protection                                  | 19,600                 | SF                 | \$8.00                   | \$156,800                |
| Subtotal Hard Costs                              |                        |                    |                          | \$3,830,178              |
| Estimating Contingency                           |                        | 15.00%             |                          | \$574,527                |
| Subtotal Construction Costs                      |                        |                    |                          | \$4,404,704              |
| Mark-Ups   |                        |                    |                          |                          |
| General Conditions                               |                        | 13.00%             |                          | \$572,612                |
| Overhead & Profit                                |                        | 6.00%              |                          | \$264,282                |
| Insurance & Bonds                                |                        | 2.25%              |                          | \$99,106                 |
| Subtotal Mark-Ups                                |                        |                    |                          | \$936,000                |
| Subtotal Construction and Mark-Ups               | 19,600                 | \$272 /SF          |                          | \$5,340,704              |
| <b>Miscellaneous Project Costs</b>               |                        |                    |                          |                          |
| Ballistic Resistance at Ext. Walls/Windows       | 1                      | EA                 | \$74,000.00              | \$74,000                 |
| Roll Down Fire Screens at Public Counters        | 7                      | EA                 | \$12,000.00              | \$84,000                 |
| Relocate Security Screening                      | 1                      | EA                 | \$4,960.00               | \$4,960                  |
| Data, Communication & Security                   | 19,600                 | SF                 | \$23.00                  | \$450,800                |
| <b>Estimated Total Current Construction Cost</b> |                        |                    |                          | <b>\$5,954,464</b>       |
|  |                        |                    |                          |                          |
| Escalation to Start of Construction              | 18                     | Months             | 0.42%                    | \$450,157                |
| Escalation to Mid-point of Construction          | 18                     | Months             | 0.42%                    | \$484,189                |
| After Hours Work Premium                         |                        |                    | 12.00%                   | \$714,536                |
| Contingency                                      |                        |                    | 10.00%                   | \$595,446                |
| <b>Estimated Total Construction Cost</b>         | <b>19,600</b>          | <b>\$418 /SF</b>   |                          | <b>\$8,198,793</b>       |
| <b>Project Costs</b>                             |                        |                    |                          |                          |
| A&E Design Services                              |                        |                    | 8.00%                    | \$655,903                |
| Bid Advertising, Printing, and Mailing           |                        |                    | 0.20%                    | \$16,398                 |
| Materials Testing laboratory                     |                        |                    | 0.34%                    | \$27,876                 |
| Subtotal Project Costs                           | 19,600                 | \$36 /SF           |                          | \$700,177                |
| <b>Total Estimated Project Costs</b>             | <b>19,600</b>          | <b>\$454 /SF</b>   |                          | <b>\$8,898,969</b>       |

## **EXHIBIT "E"**

### **HOJ FINAL PLANS**

*Pursuant to section 7.3, "Design," of this MOU, the HOJ Final Plans for the HOJ Tenant Improvements shall be deemed incorporated into this Exhibit upon approval.*



**EXHIBIT "F"**

**SAN MATEO TRAFFIC COURT PERFORMANCE CRITERIA**

*San Mateo Traffic Court Performance Criteria on following page(s).*

## Exhibit "F"

### Performance Criteria for Construction of the San Mateo Traffic Court

June 1, 2018

This Performance Criteria is intended to provide the County of San Mateo with some specific requirements for the new construction of the San Mateo Superior Court in the Hall of Justice. Please refer to the California Trial Court Facilities Standards 2011 and the California Catalog of Courtroom Layouts for California Trial Courts –adopted by the Judicial Council of California on June 25, 2015 for more detailed information.

#### **PROJECT FURNITURE, FIXTURES & EQUIPMENT**

- 22 new 6'x8' systems furniture cubicles
- Two furnished judges' chambers
- Three furnished private offices
- Two furnished conference rooms
- Two tables for document viewing room
- Public seating outside courtrooms
- Two court reporter stations in courtrooms
- Two desks for court security officers in courtrooms
- Four counsel tables for courtrooms
- 65 task chairs
- 45 computers
- 10 printers
- Five copiers

#### **COURTROOMS**

##### **Courtrooms Layout and Design**

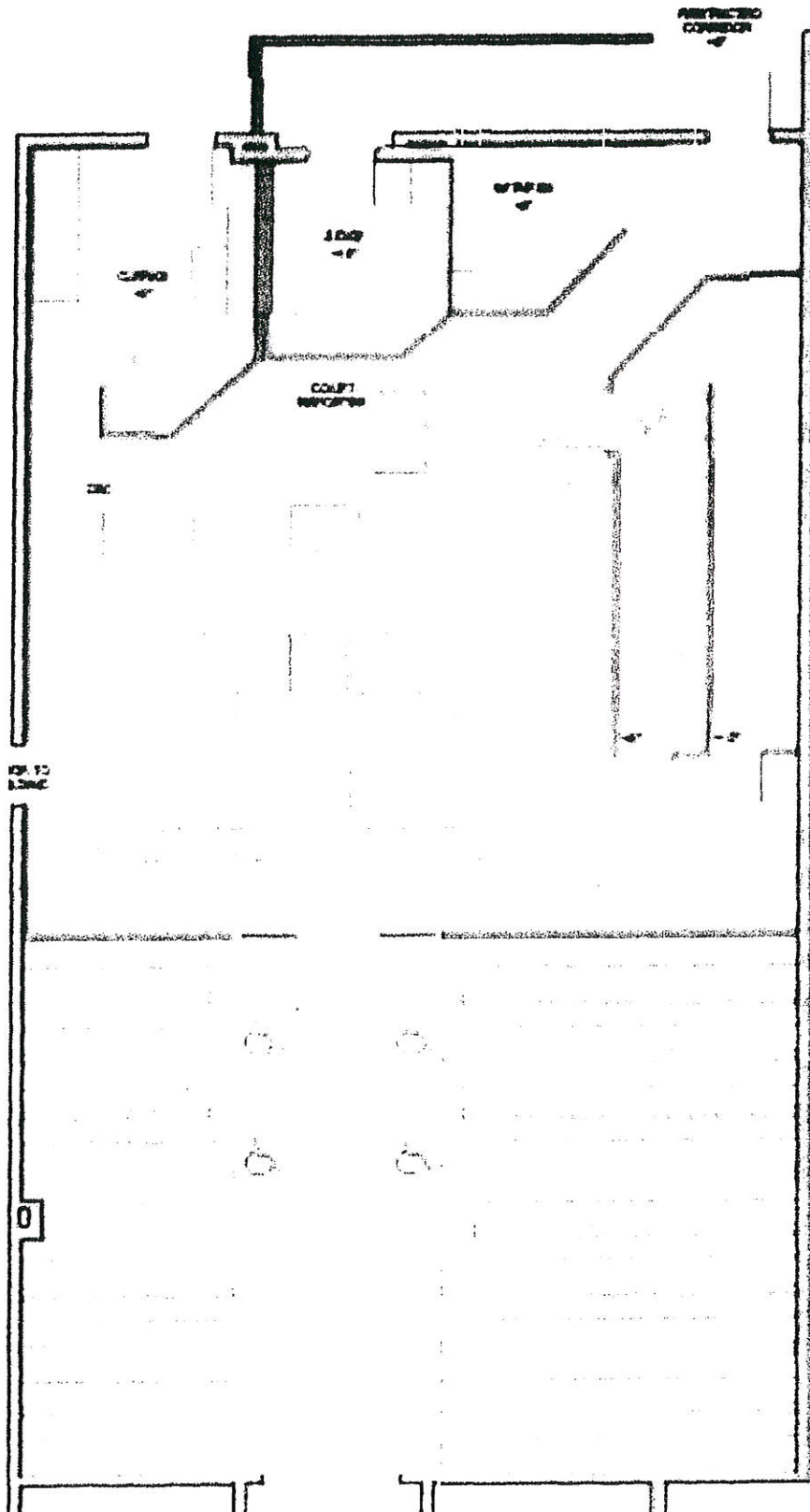
- The Table 1.1 and Figure 1.1 for the traffic courtroom example below are taken from the Catalog of Courtroom Layouts for California Trial Courts. This information provides the position and critical dimensions for the casework and furniture in the two new courtrooms in the Hall of Justice. Note the sample courtroom layout does not reflect the actual field conditions for the overall courtroom dimensions, door locations or ramping configurations.

**Table 1.1 Courtroom Casework and Furniture**

| Element or Workstation | Casework/Furniture Width | Casework/Furniture Depth | Height above Floor       | Number of Occupants |
|------------------------|--------------------------|--------------------------|--------------------------|---------------------|
| Judge                  | 7'-3"/6'-6"              | 2'-0"/1'-2"              | +16"                     | 1                   |
| Courtroom Clerk        | 13'-0"                   | 2'-4"                    | +5"                      | 2                   |
| Security Officer       | 4'-0"                    | 2'-6"                    | -                        | 1                   |
| Court Reporter         | TBD                      | TBD                      | TBD                      | 1                   |
| Witness Stand          | 5'-0"                    | 2'-5" at widest point    | +5"                      | 2                   |
| Bench Seating          | TBD                      | TBD                      | TBD                      | 130 +/-             |
| Jury Box               | N/A                      | N/A                      | 2 <sup>nd</sup> row +12" | 15                  |



Figure 1.1 Sample Courtroom Layout – Final layout to be determined during design development phase.



**Security Features**

- Behind judge/clerk/witness bench and court security officer desk finish materials, provide bullet-resistant woven ballistic-grade fiberglass panels.
- Provide silent duress alarm buttons for judge, court security officer, and clerk positions.
- Provide video surveillance of the courtroom, including well area and public seating.

**Lighting**

- Use a combination of direct and indirect lighting in the courtroom. Audiovisual presentations are common so lighting must be flexible enough to allow for dimmed ambient light levels, with sufficient light for note taking. Lighting directly in front of projection or video display shall be capable of being switched off for evidence display.

**Telecom Infrastructure**

- Additional telecom infrastructure is required to accommodate connections between the courtrooms to case management systems for the prosecution and defense computer equipment.

**A/V Requirements**

- An assisted listening system shall provide secure transmission of both speech and program audio to participants or members of the public utilizing an infrared transmitter and headset receiver. In courtroom applications the system shall provide a minimum of four independent channels to work in conjunction with the language interpretation system.
- When evaluating the types of assisted listening systems in the design as well as the quantities of headsets, refer to section 1104B.2 of the DSA California Access Compliance Code to ensure adequate provision.
- Refer to Table 1.2 and Figure 1.2 for the minimum courtroom A/V requirements.



Table 1.2 Minimum A/V Requirements for Courtrooms

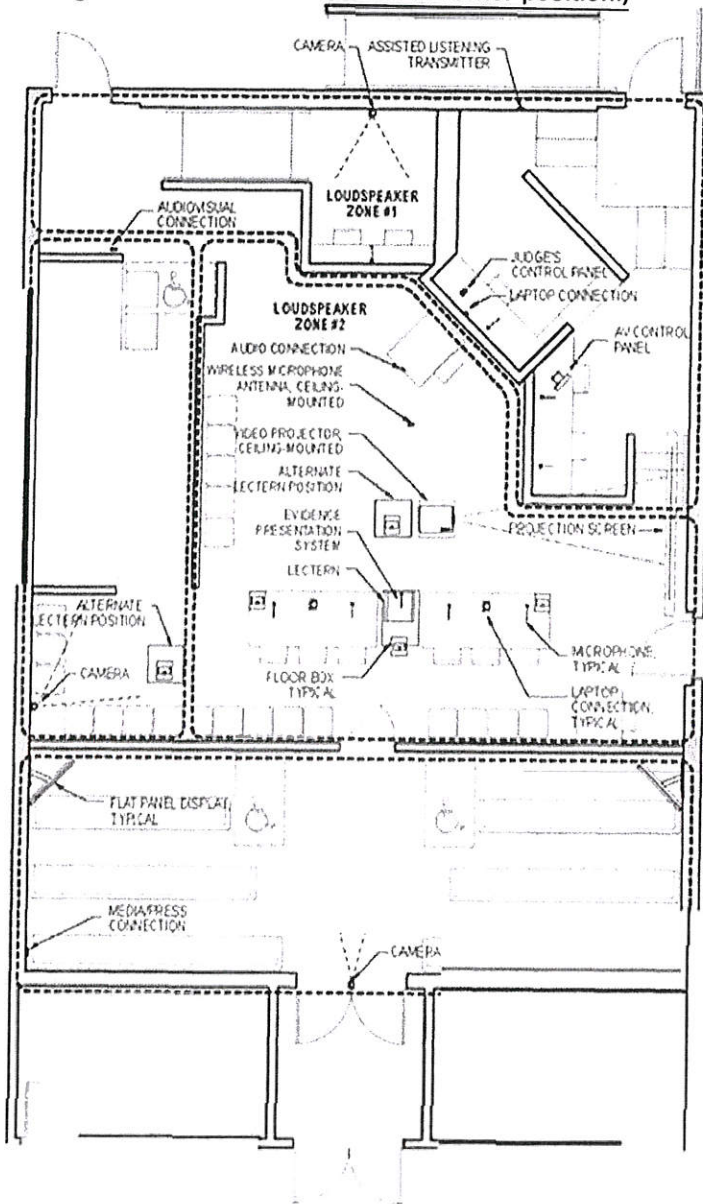
|                 | Microphone, Gooseneck, Moveable, Mutable | Microphone, Gooseneck, Fixed, Mutable | Audio Output | Audio Input | Video Input | Video Output | Control System Touch Panel Interface | Control System Keypad Interface (*) | Annotation System Interface | Real-Time Transcription Interface | Press-Media Interface | Ceiling Mounted Video Projector | Power ceiling mounted projection screen | Evidence Projection System |
|-----------------|--|---------------------------------------|--------------|-------------|-------------|--------------|--------------------------------------|-------------------------------------|-----------------------------|-----------------------------------|-----------------------|---------------------------------|---|----------------------------|
| Bench           | X  |                                       | X            |             | O           | O            | X                                    | X                                   |                             | X                                 |                       |                                 |   |                            |
| Witness         |  | X                                     | O            |             |             | O            |                                      |                                     | X                           |                                   |                       |                                 |   |                            |
| Clerk           | X  |                                       | X            |             | O           |              | X                                    |                                     |                             |                                   |                       |                                 |   |                            |
| Court Reporter  |  |                                       | X            |             |             |              |                                      |                                     |                             | X                                 |                       |                                 |   |                            |
| Counsel Tables  |  | X                                     | O            | X           | X           |              |                                      |                                     |                             |                                   |                       |                                 |   |                            |
| Lecturn         | X  | X                                     | X            | X           | X           | X            |                                      |                                     |                             |                                   |                       |                                 |   | X                          |
| Well Area       |  |                                       |              |             |             |              |                                      |                                     |                             |                                   |                       | X                               | X                                       |                            |
| Gallery Seating |  |                                       |              |             |             | O            |                                      |                                     |                             |                                   | X                     |                                 |   |                            |

X = Minimum System Requirements

O = Optional System Requirements

(\*) = Control Functions at a minimum shall include audio and video mute and sound masking control.

Figure 1.2 A/V Equipment for Courtrooms (Note sample diagram for equipment positioning –actual configuration will not have bench in corner position.)



**PUBLIC TRANSACTION COUNTERS**

- Outdoor public transaction counters shall be provided with bullet- resistant wall panels, transaction glazing, and pass-through drawers.
- Each public transaction counter position shall have a duress alarm button.
- Provide overall video surveillance of the public queuing and walk-up areas and one camera for each clerk position at the public transaction counters.
- Provide an active full-duplex audio communication system at outdoor public transaction counters. The communication system must have an on/off switch allowing staff to enable or disable communications.
- Provide motorized roll down doors in front of all public transaction windows.
- Provide glass barrier with pass-through space between public and court staff at the interior transaction counters.
- Coordinate the design of the public transaction windows with the court.

**JUDGES' CHAMBERS**

- Provide ballistic glazing for exterior windows at judge's chambers.
- Provide silent duress alarm buttons at judge's desks.

**GENERAL OFFICE SPACE**

- Provide card reader door access to all doors between the public and court staff.
- Provide silent duress alarm buttons at judge's desks.
- Provide one large marker board in each new conference room.

**SECURITY SCREEING AT BUILDING ENTRANCE**

- Relocate the security screening station from the existing Traffic Court to the existing security screening area in the Hall of Justice so that there is one additional screening position to handle the increase in the visitor traffic.



**EXHIBIT "G"**

**HOJ JOA AMENDMENT**

*The First Amendment to Hall of Justice Joint Occupancy Agreement shall be substantially similar to the attached form.*

**FIRST AMENDMENT TO  
JOINT OCCUPANCY AGREEMENT  
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA  
AND THE COUNTY OF SAN MATEO  
(HALL OF JUSTICE)**

This FIRST AMENDMENT TO JOINT OCCUPANCY AGREEMENT (“**First Amendment**”) is made and entered into on November 6, 2018 (“**Execution Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the County of San Mateo (“**County**”). For purposes of this First Amendment, the Judicial Council and County are each a “**Party**” and may be referred to collectively herein as the “**Parties**.”

**RECITALS**

A. The Judicial Council, on behalf of the Superior Court of California, County of San Mateo (“**Court**”), and County entered into that certain Joint Occupancy Agreement, dated December 23, 2008 (“**JOA**”), setting forth the Parties’ shared possession, occupancy, and use of the court facility commonly known as the Hall of Justice, located at 400 County Center, Redwood City, California (Court Facility No. 41-A1) (“**Hall of Justice**” or “**HOJ**”).

B. The County owns and operates the property commonly known as the County Government Center that is bounded by Marshall Street, Winslow Street, Brewster Street, Veteran’s Boulevard, and Middlefield Road in Redwood City, California, at which the County proposes to construct the new County Office Building No. 3 (“**County Office Building No. 3**” or “**COB3**”), an approximately 121,000 square foot building across from the Hall of Justice that would require the demolition of the court facility commonly known as the Traffic/Small Claims Annex, located at 500 County Center, Redwood City, California (Court Facility No. 41-A2) (“**Traffic Court**”).

C. In furtherance of the Judicial Council and Court’s cooperation with the County’s performance of the construction of COB3, concurrently with the execution of this First Amendment, the Parties entered into that certain Memorandum of Understanding Regarding an Exchange of Facilities for the Construction of County Office Building No. 3, dated November 6, 2018 (“**MOU**”).

D. Pursuant to the MOU, the Parties agreed that the Judicial Council will relinquish to the County the Judicial Council’s right to the Traffic Court as well as the court facility commonly known as Courtroom O, located at 1050 Mission Road, South San Francisco, California (Court Facility No. 41-C2), in exchange for the County’s conveyance to the Judicial Council of the County’s Equity interest in an approximately 13,112 square foot portion of the County Exclusive-Use Area in the Hall of Justice (“**HOJ Expansion**”).

Space”) in which the County will perform certain tenant improvements for the Court and Judicial Council’s benefit, all as more fully set forth and described in the MOU.

E. On July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the “Judicial Council” for the “Administrative Office of the Courts” or the “AOC” in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions, with no prejudice to the substantive rights of any Party.

F. The Parties now desire to amend the JOA to adjust their respective Exclusive-Use Areas, Shares, and Equity rights in the Hall of Justice to reflect the County’s conveyance of the HOJ Expansion Space to the Judicial Council, and to make other changes deemed necessary and helpful by the Parties, as set forth herein this First Amendment.

**NOW, THEREFORE**, the Judicial Council and County do hereby agree to amend the JOA, 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 JOA.

2. Amendment of “AOC” to “Judicial Council.” All references to “Administrative Office of the Courts” or “AOC” in the JOA shall be replaced by “Judicial Council” or “Council” with no prejudice to the substantive rights of the Parties, and the Judicial Council will continue to perform all duties, responsibilities, functions, or other obligations, and bear all liabilities, and exercise all rights, powers, authorities, benefits, and other privileges attributed to the “Administrative Office of the Courts” or “AOC” in the JOA.

3. First Amendment Effective Date. Notwithstanding the Execution Date of this First Amendment, the Parties hereby agree that the terms and conditions of this First Amendment shall become effective as of the date on which the Court commences operations in the HOJ Expansion Space (“**First Amendment Effective Date**”), unless otherwise agreed to in writing by the Parties. The Parties acknowledge the First Amendment Effective Date therefore is contemplated to occur (i) after the County completes the tenant improvements in the HOJ Expansion Space as required by the MOU, which is anticipated to be on or before March 31, 2022, and then (ii) after the Court takes occupancy thereof; provided, however, the Parties agree the First Amendment Effective Date shall occur no later than 180 days from the issuance of a Certificate of Occupancy or other applicable certificate or approval establishing the Court’s ability to occupy and use the HOJ Expansion Space. Upon the Court’s commencement of operations in the HOJ



Expansion Space, the Judicial Council shall deliver to the County a letter confirming the First Amendment Effective Date on which this First Amendment shall be deemed to be in full force and effect.

4. HOJ Expansion Space. As of the First Amendment Effective Date, the Parties acknowledge and agree that the HOJ Expansion Space, comprised of an approximately 13,112 square foot portion of the County Exclusive-Use Area in the Hall of Justice, shall become part of the Court Exclusive-Use Area and the Judicial Council shall accordingly take ownership of the Equity rights therein as that term is used in the Act.

5. Adjustment of Exclusive-Use Areas, Shares, and Parking. As of the First Amendment Effective Date, the following definitions set forth in section 2 of the JOA, *Definitions*, are hereby deleted in their entirety and replaced with the following:

**“Council Share”<sup>1</sup>** means 57.77 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the Court.

**“County Exclusive-Use Area”** means the 112,865 square feet of the floor space in the Building that are exclusively occupied and used by the County, as depicted on **Attachment “2”** to this JOA.

**“County Share”** means 42.23 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

**“Court Exclusive-Use Area”** means the 154,392 square feet of the floor space in the Building that are exclusively occupied and used by the Court, as depicted on **Attachment “2”** to this JOA.

**“Court Parking”** means: (i) 25 full-size premium, reserved spaces, dedicated for use by judges, located in an underground parking structure at 555 County Center; (ii) 755 full-size non-exclusive unreserved parking spaces, 37 compact non-exclusive unreserved parking spaces, and 10 ADA accessible non-exclusive unreserved parking spaces all located within the multi-story parking structure located at the corner of Veterans Boulevard and Middlefield Road (“Parking Garage No. 2”), which spaces are shared by Court and County employees on a first-come, first served basis; (iii) 43 full-size premium reserved parking spaces located within Parking Garage No. 2, dedicated for use in the County's Commute Alternatives Program, which

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<sup>1</sup> For clarity, in compliance with rule 10.81 of the California Rules of Court, the term “Council Share” in this First Amendment amends and replaces the term “AOC Share” in the JOA which is deleted in its entirety.

program provides that carpool parking applicants are considered in the order in which they sign up, with no priority given to an employee based on whether employed by the Court or the County; (iv) 212 full-size parking spaces, including six ADA accessible parking spaces, located in the multi-story parking structure on the Campus adjacent to 555 County Center ("Parking Garage No. 1"), dedicated for use at times that Court is in session by jurors attending Court sessions, all as shown and depicted on the parking plan attached as **Attachment "2"** to this JOA, which the County and the Court have agreed is parking of the same number, size, type, and convenience as made available for users of the Court on October 1, 2001. The Parties hereby acknowledge and agree that this definition of Court Parking shall also serve as the definition of "Court Annex Parking" used in the Transfer Agreement for the Transfer of Responsibility and Transfer of Title for Court Facility, dated December 23, 2008, for the Traffic/Small Claims Annex court facility previously located at 500 County Center, Redwood City, California. The Parties further acknowledge that the City of Redwood City has agreed to provide to the Court the non-exclusive use of 35 metered parking spaces located on the city streets in the immediate vicinity of the Building, dedicated for use by jurors attending Court sessions, at no cost to such jurors. Such parking is not part of the Court Parking as defined herein and the County has no responsibilities or obligations in connection with such parking as may be provided to the State Parties by the City of Redwood City except to include the Court and the Judicial Council in any discussions with the City of Redwood City regarding this parking.

6. Revised Floor & Parking Plans. As of the First Amendment Effective Date, the floor and parking plans depicted in Attachment "2" to the JOA, *Floor Plan, Site Plan of Real Property and Parking Plan*, are hereby deleted in their entirety and replaced with the revised Attachment "2" to the JOA reflecting the adjustment of the Parties Exclusive-Use Areas and Court Parking, as provided for herein ("**Revised Floor & Parking Plans**"), which is attached to this First Amendment as **Revised Attachment "2" to JOA** and incorporated herein.

7. Updates to Notices.

7.1. Shared Cost Notifications. Section 4.7 of the JOA, *Shared Cost Notifications*, is hereby deleted in its entirety and replaced with the following:

4.7 Shared Cost Notifications. Notwithstanding section 12 of this JOA, all communications and notices between the Parties relating to Shared Costs including, without limitation, Estimate Statements, Monthly Invoices, or any other communication or notice



required by this section 4, will be made between the following County and Judicial Council representatives:

If to the Judicial Council:

Judicial Council of California  
Facilities Services  
Attention: Principal Manager, Facilities Operations  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: 916-263-1956  
Fax: 916-263-2342

If to the County:

County of San Mateo  
County Manager's Office  
Attention: County Manager  
Hall of Justice and Records, First Floor  
400 County Center, First Floor  
Redwood City, CA 94063  
Voice: 650-363-4121  
Fax: 650-363-1916

7.2. Notices. Section 12 of the Amended JOA, *Notices*, is hereby deleted in its entirety and replaced with the following:

Subject to section 4.7 of this JOA, *Shared Cost Notifications*, any notice or communication required to be sent to a Party pursuant to this JOA must be sent in writing by personal delivery (including overnight courier services) or certified U.S. mail, postage pre-paid and with return receipt requested, to the addresses indicated below. Routine exchange of information may be conducted via telephone, facsimile, and/or electronic means, including e-mail.



If to the Judicial Council:

Judicial Council of California  
Facilities Services  
Attention: Associate Facilities Analyst  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Voice: 415-865-5334  
Fax: 415-865-4694

With a copy to:

Judicial Council of California  
Facilities Services  
Attention: Manager, Real Estate  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Voice: 415-865-4048

In addition, all audit requests and notices by the County relating to termination of this JOA or alleged breach or default by the Judicial Council of this JOA must also be sent to:

Judicial Council of California  
Branch Accounting and Procurement  
Attention: Manager, Contracts  
455 Golden Gate Avenue, 6th floor  
San Francisco, CA 94102  
Voice: 415-865-7989  
Fax: 415-865-4326

If to the County:

County of San Mateo  
County Manager's Office  
Attention: County Manager  
Hall of Justice and Records  
400 County Center, First Floor  
Redwood City, CA 94063  
Voice: 650-363-4121  
Fax: 650-363-1916

With a copy to:

County of San Mateo  
County Counsel  
Hall of Justice and Records  
400 County Center, Sixth Floor  
Redwood City, CA 94063  
Voice: 650-363-4250  
Fax: 650-363-4034

A Party may change its address for notice under this JOA by giving written notice to the other Party in the manner provided in this section 12. Any notice or communication sent under this section 12 will be deemed to have been duly given as follows: (i) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above; or (ii) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. mail.

8. No Other Changes. Except as it is expressly amended pursuant to this First Amendment, the JOA remains in full force and effect as originally signed and approved by the Judicial Council and County. In the event of any conflict between the JOA and this First Amendment, the terms of this First Amendment shall prevail.

9. 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. Binding Effect. This First Amendment shall apply to, bind, and inure to the benefit of the Parties, and their respective governing boards, officers, members, legal representatives, successors, and assigns.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, this First Amendment has been executed as of the Execution Date.

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Name: Michael Callagy  
Title: County Manager  
Date: \_\_\_\_\_

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

**JUDICIAL COUNCIL OF CALIFORNIA**

By: \_\_\_\_\_  
Name: Jeremy P. Ehrlich  
Title: Attorney  
Date: \_\_\_\_\_

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



**REVISED ATTACHMENT “2” TO JOA**

**REVISED FLOOR & PARKING PLANS**

*[To be agreed upon by the parties and incorporated by reference following completion of  
Parking Garage No. 2.]*