

Facility # 41-A-01

Building Name: Hall of Justice

Building Address: 400 County Center, Redwood City, CA 94063

**JOINT OCCUPANCY AGREEMENT**  
**BETWEEN**  
**THE JUDICIAL COUNCIL OF CALIFORNIA,**  
**ADMINISTRATIVE OFFICE OF THE COURTS,**  
**AND**  
**THE COUNTY OF SAN MATEO**

## JOINT OCCUPANCY AGREEMENT

### 1. PURPOSE

The Judicial Council of California (“**Council**”), Administrative Office of the Courts (together, the “**AOC**”), and the County of San Mateo (“**County**”) set forth the terms and conditions for the Parties’ shared possession, occupancy, and use of the Real Property.

### 2. DEFINITIONS

“**Act**” means The Trial Court Facilities Act of 2002 (Government Code sections 70301-70404) as of the Effective Date.

“**Agreement**” means the Transfer Agreement for the Transfer of Responsibility for Court Facility, by and between the AOC and the County, under which the County transferred to the AOC responsibility for certain portions of the Real Property under the Act.

“**AOC Claim**” means any demand, complaint, cause of action, or claim related to the period on and after the Effective Date, alleging or arising from acts, errors, omissions, or negligence of the Court in the administration and performance of judicial operations in the Court Facility (e.g., allegations of civil rights violations made by a third party against a Court employee).

“**AOC Share**” means 52.70 percent, which is the percentage of the Total Exclusive-Use Area occupied by the Court.

“**Appraiser**” means an MAI appraiser with at least five years experience in appraising commercial real properties in San Mateo County.

“**BI Documents**” means the agreements evidencing and securing the Bonded Indebtedness.

“**Bonded Indebtedness**” means “bonded indebtedness” as defined in section 70301(a) of the Act, to which the Real Property is subject.

“**Broker**” means a real estate broker licensed by the California Department of Real Estate with adequate knowledge and experience in assessing and providing opinions of value for real properties similar to the Real Property in San Mateo County.

**“Building”** means the building on the Land occupied by the Court and the County, all connected or related structures and improvements, and all Building Equipment.

**“Building Equipment”** means all installed equipment and systems that serve the Building.

**“Building Software”** means any software program that is licensed to the County for the operation of the Building Equipment.

**“Campus”** means the entirety of the property owned and operated by the County as of the Effective Date in Redwood City bounded by Marshall Street, Winslow Street, Brewster Avenue, Veteran’s Boulevard and Middlefield Road.

**“Common Area”** means the areas of the Real Property that are used non-exclusively and in common by, or for the common benefit of, the AOC, the County, the Court, and any Occupants, and includes (1) those portions of the Building depicted as Common Area on the floor plan on **Attachment “2”** to this JOA including the Tunnel, sally port, hallways, stairwells, elevators, escalators, and restrooms that are not located in either Party’s Exclusive-Use Area, (2) foundations, exterior walls, load-bearing walls, support beams, exterior windows, the roof, and other structural parts of the Building, (3) the Mechanical Rooms, together with any Building Equipment and Utilities that do not exclusively serve only one Party’s Exclusive-Use Area, (4) driveways, walkways, and other means of access over the Land and through the Building to the Court Exclusive-Use Area; and (5) the Grounds Area. The Common Area does not include any part of the Exclusive-Use Area of either Party except for any Building Equipment that is located in a Party’s Exclusive-Use Area or in an adjoining building or area.

**“Contractors”** means all third-party contractors, vendors, service providers, and all levels of subcontractors, and their respective employees, consultants, and representatives, that provide goods, services, or supplies to the Real Property with respect to the Operation of the Building.

**“Contributing Party”** means the AOC.

**“County Exclusive-Use Area”** means the 126,759 square feet of the floor space in the Building, which is exclusively occupied and used by the County as depicted on **Attachment “2”** to this JOA.

**“County Parties”** means the County, its political subdivisions, and their respective officers, agents, and employees.

**“County Share”** means 47.30 percent, which is the percentage of the Total Exclusive-Use Area that is exclusively occupied and used by the County.

**“Court”** means the Superior Court of California, County of San Mateo.

**“Court Exclusive-Use Area”** means the 141,227 square feet of the floor space of the Building that are exclusively occupied and used by the Court, as depicted on **Attachment “2”** to this JOA.

**“Court Operations MOA”** means the February 15, 2000, Memorandum of Agreement between the Superior Court of San Mateo County and the County of San Mateo, as amended from time to time.

**“Court Parking”** has the meaning given to it in the Agreement and is depicted on **Attachment “2”** to this JOA.

**“Deficiency”** means any condition of, damage to, or defect in the Common Area that: (1) threatens the life, health, or safety of persons occupying or visiting the Building, (2) unreasonably interferes with, disrupts, or prevents either Party’s occupancy or use of the Real Property, or its ability to conduct its business operations in its Exclusive-Use Area, in an orderly, neat, clean, safe, and functional environment, (3) threatens the security of the employees, guests, invitees, or patrons of either Party, (4) threatens to diminish the value of the Contributing Party’s Exclusive-Use Area or the Common Area, or threatens to damage or destroy the business personal property of the Contributing Party or the Court located in the Building, (5) threatens the preservation of the Contributing Party’s files, records, and documents located in the Building, or (6) causes or exacerbates an unsafe, unsanitary, unlawful, or non-functional condition affecting the Contributing Party’s Exclusive-Use Area or the Common Area.

**“Effective Date”** means the date on which the Transfer of Responsibility is completed under the terms of the Agreement.

**“Emergency”** means a sudden, unexpected event or circumstance, on or affecting the Common Area or the Real Property, that results in a Deficiency.

**“Equipment Permits”** means all permits, certificates, and approvals required for lawful Operation of any of the Building Equipment.

**“Equity”** means the term “equity” as used and referred to in the Act.

**“Estimated Shared Costs”** means the Managing Party’s reasonable, itemized estimate of the Shared Costs for a fiscal year; provided that, the Managing Party’s first estimate of the Shared Costs will cover the period from the Effective Date to the last day of the fiscal year in which the Effective Date occurs.

**“Exclusive-Use Area”** means the Court Exclusive-Use Area or the County Exclusive-Use Area, as determined by the context in which the term is used.

**“Grounds Area”** means the portion of the Land surrounding the Building as depicted in **Attachment “2”**.

**“Hazardous Substance”** means any material or substance regulated under any federal, state, or local laws, ordinances, regulations, rules, statutes, and administrative actions or orders respecting hazardous or toxic substances, waste, or materials, or industrial hygiene.

**“Hours of Operation”** means 6:00 a.m. to 6:00 p.m. Monday through Friday, excluding Holidays.

**“Indemnified Loss”** means all liability, damages, attorney fees, costs, expenses, or losses with respect to which either Party is obligated to indemnify the other Party under this JOA.

**“JOA”** means this Joint Occupancy Agreement.

**“Land”** means the real property described on **Attachment “1”** to this JOA.

**“Law”** means State and federal codes, ordinances, laws, regulations, the California Rules of Court, and judicial and administrative orders and directives, to the extent binding on the County and issued by a court or governmental entity with jurisdiction over the County.

**“Liability Claim”** means any demand, complaint, cause of action, or claim alleging (1) bodily injury to or death of third parties (excluding any employees of State Parties or County Parties acting within the scope of their employment as such) in, on, or about the Real Property, and (2) damage to or destruction of personal property of a third party (other than personal property of a County Party or a State Party) in, on, or about the Real Property, but excludes all AOC Claims.

**“Major Deficiency”** means any Deficiency: (i) that cannot, with reasonable diligence, be corrected within 10 days, or (ii) as to which the estimated cost to correct

will result in Excess Costs in an amount greater than 10 percent of the Estimated Shared Costs for the month in which the Parties anticipate the correction will be performed, under section 4.1 of this JOA.

**“Managing Party”** means the County, which is the Party responsible for the Operation of the Common Area under this JOA.

**“Mechanical Rooms”** means those portions of the Common Area which house the Building Equipment that services all areas of the Building (i.e. air handling units, boilers, etc.) The Contributing Party will not have access to these areas without the consent of the Managing Party. These areas are depicted on the floor plans attached hereto as **Attachment “2”**.

**“Memorandum”** means the document titled Memorandum of Joint Occupancy Agreement that has been recorded in the official records of the County as an encumbrance on the Land pursuant to the Agreement.

**“Non-Ownning Party”** means the AOC, which is the Party that does not own fee title to the Real Property.

**“Occupancy Agreement”** means any agreement between a Party and a third party that entitles any party other than the County or the AOC to occupy or use any part of the Real Property.

**“Occupant”** means any party that occupies or uses the Real Property under an Occupancy Agreement.

**“Operation”** means the administration, management, maintenance, and repair of designated areas of the Real Property, but does not include custodial services for the Common Area or either Party’s Exclusive-Use Area, which are not governed by this Agreement or the JOA.

**“Owner”** means the County, which is the Party that owns fee title to the Real Property.

**“Party”** means either the AOC or the County, and **“Parties”** means the AOC and the County.

**“Property Damage Claim”** means any claim or demand arising from or related to direct, physical loss or damage to the Real Property that is required to be covered by the Property Insurance Policies.

**“Property Insurance Costs”** means all costs of providing the Property Insurance Policies, including premiums, deductibles, and self-insurance retention amounts under Owner’s self-insurance program.

**“Property Insurance Policies”** means one or more policies of property insurance maintained by the Owner that insure the Real Property against those risks covered under a form of coverage with terms and conditions as comprehensive as those in an All-Risk/Special Form property insurance policy and, when applicable, the comprehensive form of equipment breakdown insurance, with coverage amounts equal to at least the 100 percent Replacement Cost of improvements on the Real Property. Owner’s obligation to provide the Property Insurance Policies may be satisfied, in whole or in part, by any self-insurance or deductible maintained by the Owner for the Real Property, or by Owner’s participation in a joint powers authority established for the purpose of pooling self-insured claims. While any part of the Real Property is subject to the Bonded Indebtedness, the Property Insurance Policies will include all property insurance coverage the County is required to maintain for the Real Property under the BI Documents.

**“Property Loss”** means any loss or damage to, or destruction of, the Real Property that arises from a cause that is required to be covered under the terms of the Property Insurance Policies.

**“Real Property”** means the Land and the Building, together.

**“Restricted Area”** means all areas (i) within the Court Exclusive-Use Area that are not generally accessible to the public, including judges’ chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, and (ii) public areas of the Common Area and the Court Exclusive-Use Area during non-business hours that are subject to security screening during normal business hours.

**“Security-Related Areas”** means the parts of the Real Property that are used for secure holding and transport of prisoners, including the Skyway, holding cells, the sally port, secured elevators, staircases, and corridors.

**“Security Services MOU”** means the written Service Level Agreement between the Superior Court of California, County of San Mateo and the County of San Mateo, Sheriff’s Office last dated November 1, 2004, as amended from time to time; excluding Exhibit C thereto.

“**Share**” means the AOC Share or the County Share, as determined by the context in which the term is used.

“**Shared Costs**” means: (i) the cost of owned or rented capital replacement items, improvements, equipment, and repairs in or benefiting the Common Area; (ii) the cost of normal, day-to-day Operation of the Common Area including the cost of Utilities provided to the Common Area, and the cost of maintaining Equipment Permits (but excluding any late fees, interest, penalties, or other charges arising from the Managing Party’s failure to timely pay those costs or keep the Equipment Permits in effect); (iii) the cost of Utilities provided to the Exclusive-Use Areas, if Utilities are not separately metered for the Exclusive-Use Areas; and (iv) any Property Insurance Costs, subject to section 4.6 below. Shared Costs do not include: (a) any cost that is primarily for the purpose of benefiting a Party’s Exclusive-Use Area; (b) overtime charges or late fees related to any item that would otherwise be a Shared Cost, unless those overtime expenses or late fees are necessary to remedy the imminent threat arising from an Emergency, or unless such overtime expenses are pre-approved by both Parties (which pre-approval shall not be unreasonably withheld or delayed); or (c) any fees, fines, penalties, interest, or other charges arising from the Managing Party’s Operation of the Real Property in a grossly negligent manner or a manner that knowingly does not comply with Law. Notwithstanding anything to the contrary, Shared Costs do not include any costs relating to the Operations of the Court Parking or the Grounds Area, including without limitation the cost of any Utilities provided to the Court Parking or the Grounds Area.

“**Skyway**” means that certain bridge structure connecting the Building to the adjacent County jail facility, which is used for travel and transporting prisoners to and from Court sessions.

“**State Parties**” means the Council, the Administrative Office of the Courts, and the Court, their political subdivisions, and their respective officers, agents, and employees.

“**Telecommunications MOU**” means the Information Services Department Service Level Agreement for Fiscal Year 2005-06 between the County’s Information Services Department (ISD) and customer departments of the County of San Mateo dated July 1, 2005, as amended from time to time.

“**Term**” means the term of this JOA, which commences on the Effective Date and continues indefinitely until the Parties enter into a written agreement terminating this



JOA and causing the Memorandum to be terminated and removed as an encumbrance on the Land.

“**Termination Agreement**” means the document titled Termination of Joint Occupancy Agreement in the form and content attached as **Attachment “4”** to this JOA.

“**Total Exclusive-Use Area**” means the Court Exclusive-Use Area and the County Exclusive-Use Area, together.

“**Tunnel**” means that certain underground passageway, which is used by County employees and Court employees, that connects the Building to the adjacent County Administration Building, and that further connects the County Administration Building to the parking structure located on the Campus.

“**Utilities**” means the utilities services provided to the Real Property, except for telephone, cable, internet, and other data services, which are governed by section 3.7 of this JOA.

### **3. RIGHTS AND RESPONSIBILITIES**

3.1 Rights to Exclusive-Use Area and Common Area. Under the Act, the Agreement, and this JOA, the AOC has the right to exclusively occupy and use the Court Exclusive-Use Area and the non-exclusive right to occupy and use the Common Area, and the County has the right to exclusively occupy and use the County Exclusive-Use Area and the non-exclusive right to occupy and use the Common Area. Each Party’s non-exclusive right to use the Common Area must: (i) not interfere with the other Party’s use of its Exclusive-Use Area or the Common Area; (ii) not materially increase the other Party’s obligations under this JOA; and (iii) comply with Law. The Parties may from time to time agree on reasonable rules and regulations for their shared use of the Common Area. The Managing Party may establish reasonable rules and regulations regarding the Common Area and its use and the State Parties shall abide by such rules and regulations.

### **3.2 Responsibility for Exclusive-Use Areas and Common Area.**

3.2.1 Exclusive-Use Areas. During the Term, each Party is responsible for the Operation of its Exclusive-Use Area at its sole cost and expense. Each Party may make alterations and additions to its Exclusive-Use Area, as long as those alterations and additions do not unreasonably interfere with the other Party’s use of its Exclusive-Use Area or the Common Area, and do not increase the other Party’s operation or maintenance costs.

3.2.2 Common Area. The Managing Party is responsible for the Operation of the Common Area and will provide and pay for Utilities to the Real Property under this JOA, subject to the Contributing Party's obligations under section 4 of this JOA. The Managing Party may make reasonable additions and alterations to the Common Area, the cost of which will be a Shared Cost, but the Managing Party must first obtain the written consent of the Contributing Party to those additions or alterations, which consent will not be unreasonably withheld, conditioned, or delayed. If the Contributing Party neither consents, nor provides to the Managing Party a reasonably-detailed description of its reasons for withholding its consent, within 30 days after the Contributing Party's receipt of the Managing Party's request for consent to the Common Area additions or alterations, the Contributing Party will be deemed to have consented, and will be responsible to pay its Share of the costs and expenses incurred by the Managing Party in making the Common Area alterations or additions described in the Managing Party's request for consent. Notwithstanding that the Grounds Area is included within the definition of Common Area, the County is responsible for the Operation of the Grounds Area, at its sole cost and expense, and the costs and expenses incurred by the County for Operation of the Grounds Area will not be included as a Shared Cost. The Contributing Party may not make additions or alterations to the Common Area without the prior written consent of the Managing Party, which consent will not be unreasonably withheld, conditioned or delayed.

3.2.2.1 Common Area Responsibility. Unless otherwise provided in this JOA or agreed to by the Parties, if a Party operates or installs any exclusive use equipment or Personal Property in the Common Area, then that Party shall be responsible for the Operation of that equipment or Personal Property, and shall be solely liable for and responsible for any liabilities, losses or damage caused by said equipment or Personal Property.

3.2.3 Responsibility for Tunnel and Skyway. Notwithstanding the fact that the Tunnel is included within the definition of Common Area herein, the County will remain responsible for the Operation of the Tunnel at its sole cost and expense. The County shall also remain responsible for the Operation of the Skyway at its sole cost and expense.

3.2.4 Correction of Deficiencies.

3.2.4.1 Deficiency. Upon the Managing Party's discovery of a Deficiency, the Managing Party must either (i) correct the Deficiency within 10 days, or (ii) if the Deficiency is a Major Deficiency, send a written notice to the Contributing Party, within five business days, describing the Major Deficiency and providing an

estimate of the cost and time needed to correct the Major Deficiency (“**Major Deficiency Notice**”).

3.2.4.2 Contributing Party Deficiency Notice. The Contributing Party may at any time, but is not obligated to, send a written notice to the Managing Party describing the Deficiency (the “**Contributing Party Deficiency Notice**”). Upon receipt of any Contributing Party Deficiency Notice, the Managing Party must either: (i) correct the Deficiency by no later than 10 days or within a reasonable amount of time consistent with available resources after the Managing Party’s receipt of the Contributing Party Deficiency Notice; or (ii) within three business days after the Managing Party’s receipt of the Contributing Party Deficiency Notice, send a Major Deficiency Notice to the Contributing Party.

3.2.4.3 Contributing Party’s Right to Correct. If the Managing Party neither corrects the Deficiency nor sends a Major Deficiency Notice within the time periods provided in section 3.2.4.1, then the Contributing Party may, but is not obligated to, after giving 10 days notice to the Managing Party, correct the Deficiency in any reasonable manner under the circumstances. If the Contributing Party corrects the Deficiency, the Contributing Party will be entitled to reimbursement from the Managing Party, under section 3.2.4.4, below, of the Managing Party’s Share of the actual costs incurred by the Contributing Party to correct the Deficiency, whether or not the Deficiency is a Major Deficiency.

3.2.4.4 Correcting Party; Reimbursement. The Party that actually performs the correction of a Deficiency or a Major Deficiency is the “**Correcting Party.**” The Correcting Party is entitled to be reimbursed by the non-correcting Party for the non-correcting Party’s Share of the actual costs that the Correcting Party incurs in correcting each Deficiency, as follows:

(a) If the Correcting Party is the Managing Party, the Correcting Party will be reimbursed for the non-correcting Party’s Share of the actual costs to correct the Deficiency under section 4 of this JOA; provided, however, that in the event of a Major Deficiency, the Managing Party will not be entitled to reimbursement from the Contributing Party of any amount greater than the Contributing Party’s Share of the estimated costs to correct the Major Deficiency that are set forth in the Correction Plan; or

(b) If the Correcting Party is the Contributing Party, the Managing Party will reimburse the Contributing Party for the Managing Party’s Share of the costs to correct the Deficiency within 30 days after the Contributing Party has

delivered to the Managing Party an invoice and reasonable supporting documents evidencing the actual costs to correct the Deficiency.

(c) If the non-correcting Party does not timely reimburse the Correcting Party for the non-correcting Party's Share of the costs of correction, the Correcting Party may offset the non-correcting Party's Share of the costs to correct the Deficiency against any amounts that the Correcting Party owes to the non-correcting Party under this JOA or any other agreement.

3.2.4.5 Major Deficiency Correction Plan. If the Managing Party at any time sends the Contributing Party a Major Deficiency Notice, whether under section 3.2.4.1 or section 3.2.4.2 of this JOA, then within 10 days after the Contributing Party's receipt of the Major Deficiency Notice, the Parties will meet and confer, in good faith, in person or by telephone, to determine a plan ("**Correction Plan**") for the correction of the Major Deficiency, including the method, estimated cost, and time period for the correction. If the Managing Party does not thereafter complete the correction of the Major Deficiency in accordance with the Correction Plan, the Contributing Party may, but will not be obligated to, after giving 10 days notice, correct the Major Deficiency in a manner consistent with the Correction Plan, and will thereafter be the Correcting Party for purposes of reimbursement of the Managing Party's Share of the actual costs of correcting the Deficiency under section 3.2.4.4(b) of this JOA.

3.2.4.6 Not Applicable to Emergencies. This section 3.2.4 will not apply to any Deficiency that: (i) arises from an Emergency, and (ii) constitutes an imminent threat (a) to life, safety, health, or security, (b) of reduction in the value of the Contributing Party's Exclusive-Use Area or the Common Area, or (c) to the preservation of the Contributing Party's files, records, and documents located in the Building. Rather, those Deficiencies will be governed by section 3.2.5 of this JOA. Any Deficiency that arises from an Emergency, but that does not constitute an imminent threat to the matters described in (ii) (a), (b), or (c) above, will be governed by section 3.2.4.

3.2.4.7 Overtime Charges. The Contributing Party shall be responsible for all overtime charges incurred for work performed by the Managing Party outside established Hours of Operation where such work was performed outside established Hours of Operation at the request of the Contributing Party, and where such work could have been performed during established Hours of Operation, and yet at the request of the Contributing Party, such work was performed outside of the established Hours of Operation. The Contributing Party shall reimburse, the Managing Party, within 30 days after receipt of the related invoice, for all such costs incurred by the Managing Party that are for the sole benefit of the Contributing Party. These costs may include

work requests of the Contributing Party for repairs/modifications performed by the Managing Party pursuant to this section, as well as costs of the Managing Party to operate the Building outside normal Hours of Operation at the request of the Contributing Party, pursuant to this section.

3.2.5 Emergencies. If any Emergency occurs, the Parties must immediately notify one another of the Emergency by telephone or any other means reasonable under the circumstances. The Managing Party must promptly take steps to correct any Deficiency that arises from the Emergency and that constitutes an imminent threat (a) to life, safety, health, or security, (b) of reduction in the value of the Contributing Party's Exclusive-Use Area or the Common Area, or (c) to the preservation of the Contributing Party's files, records, and documents located in the Building. If the Managing Party does not immediately take steps to correct any such Deficiency arising from an Emergency, the Contributing Party may, but will not be obligated to, after giving notice, correct that Deficiency without making any further demand on the Managing Party, and will notify the Managing Party of the steps taken to correct the Deficiency as soon as reasonably possible. The Party that corrects a Deficiency arising from an Emergency under this section 3.2.5 is entitled to reimbursement from the other Party of the non-correcting Party's Share of the actual cost of correcting the Emergency pursuant to section 4 of this JOA. Notwithstanding the foregoing, if a Deficiency arises from an Emergency, but the Deficiency does not constitute an imminent threat to the matters described in (ii) (a), (b), or (c) above, the correction of that Deficiency will be governed by section 3.2.4 of this JOA.

3.2.6 Deficiency and Emergency Notification. All communications and notices between the Parties made under sections 3.2.4 and 3.2.5 of this JOA must be made in accordance with section 4.6 of this JOA.

3.3 Parking. The County is responsible for the Operation of the Court Parking as set forth in the Agreement. If the Court vacates the Building, the County will increase the County Facilities Payment by an amount equal to the County's costs and expenses associated with the operation and maintenance of the Court Parking as of the Effective Date. The County reserves the right to control the use of Court Parking outside of the Hours of Operation, provided that the County ensures there are sufficient spaces for Court employees to use when working in the Building outside of the Hours of Operation. The County will coordinate any such after-hour use with the Court.

3.4 Cooperation. The Parties will cooperate with one another, reasonably and in good faith, to ensure that each Party can peacefully enjoy, possess, use, and occupy its Exclusive-Use Area and the Common Area. The Owner will cooperate in good faith

with, and ensure that, the Non-Ownning Party can exercise its rights and responsibilities under this JOA. Subject to any reasonable rules and restrictions, each Party will allow the other Party to enter its Exclusive-Use Area for any reasonable purpose related to the terms of this JOA or any other written agreement between the Parties. Either Party may delegate its responsibilities under this JOA to the other Party or to a third party, but that delegation will not relieve the delegating Party from its obligations under this JOA.

3.5 Security-Related Areas. The County's Sheriff's Office will remain liable and responsible for the secure entry, exit, transport, and holding of prisoners attending Court sessions in and through the security-related areas of the Real Property, including the Skyway, holding cells, sally port, secured elevator/staircase, and secured corridors under the Security Services MOU. The County will remain solely liable and responsible for all non-grandfathered, non-conforming code conditions of any security-related areas of the Real Property, so long as such conditions are not caused by the State Parties; provided however, once a non-conforming code condition in the Court Exclusive-Use Area is corrected to the satisfaction of the agency with jurisdiction over such code conditions, the County shall no longer have such liability or responsibility. This JOA does not supersede, replace, or modify the Security Services MOU or any other agreement between the County and the Court with respect to security staffing for the Real Property.

3.6 Occupancy Agreements. Each Party is responsible for all Occupancy Agreements affecting its Exclusive-Use Area, and Owner is responsible for all Occupancy Agreements affecting the Common Area, in each case without contribution from the other Party. The Party that is responsible for each Occupancy Agreement is entitled to all income arising from it.

3.7 Obtaining Equipment Permits. The Managing Party is responsible for maintaining and renewing the Equipment Permits.

3.8 Information Technology and Telephone Equipment. The County will be responsible for the Operation of the telecommunications equipment ("**Telecom Equipment**") serving the Building consistent with existing arrangements. In particular, the existing arrangements include: i) County is not responsible for the Operation of non-telephone Network Appliances in the Court Exclusive-Use Area; ii) County is responsible for the Operation of telephone network in the Court Facility; iii) County is responsible for the physical wiring in the Court Facility, except for the two 50 micron fiber optic cable wiring runs that are the property of the Court; iv) County owns and Operates all telephone sets; and v) all software used by the Court is owned and Operated by the Court except GroupWise Email, Novell NDS, McAfee Anti-Virus and BigFix

Enterprise Suite.. The County will have the right to enter the Court Exclusive-Use Area, at times reasonably-convenient to the Court and the other Occupants of the Court Exclusive-Use Area, for purposes of inspecting and Operation of the Telecom Equipment, as and when necessary. During the Term, each Party shall be responsible for the Operation of its own information technology cabling and equipment (“**IT Equipment**”). Certain components of the County’s IT Equipment in the Building may be located in the Court Exclusive-Use Area and the Common Areas, and certain components of the Court’s IT Equipment in the Building may be located in the County Exclusive-Use Area and the Common Areas. From and after the Transfer, each Party shall have the rights of ingress, egress, and access to the portions of the Building occupied by the other Party, as each Party may reasonably require in connection with its continued Operation of its IT Equipment located in the other Party’s portion of the Building.

### 3.9 Criminal Background Screening.

3.9.1 Access to Restricted Areas. Unless a person is responding to and correcting a Deficiency arising from an Emergency under section 3.2.4 of this JOA, only County employees and County Contractor employees who are screened and approved pursuant to section 3.9.2 of this JOA (“**Approved Persons**”) may have unescorted access to Restricted Areas. Unscreened County employees and unscreened County Contractor employees may access Restricted Areas if they are escorted and monitored by any of the following: (1) an Approved Person, or (2) an employee of the Court if the Court’s Executive Officer, or their designee, consents to a Court employee escorting and monitoring the unscreened person. The Managing Party must take all reasonable steps to ensure that Operation in and of all Restricted Areas is at all times consistent with this section 3.9.

3.9.2 Screening and Approval Process. When conducting screenings of County employees and County Contractor employees, Managing Party must utilize a Live Scan background check or, if the Live Scan system becomes unavailable during the Term of this JOA, by other similar or successor system. **Attachment “5”** to this JOA sets forth the criteria for approval of a County employee or County Contractor employee based on the results of the screening. In lieu of the Managing Party conducting the screening and approval process set forth herein, the Contributing Party may, but is not obligated to, conduct the screening and approval of County employees or County Contractor employees that have access to the Restricted Areas, and, in such event, County agrees to cooperate with the AOC with respect to the screening of County employees or County Contractor employees that access the Restricted Areas.

3.9.3 Identification of Approved Persons. The County must issue and provide an identification badge to each Approved Person bearing the Approved Person's name and picture, which badge will indicate that the Approved Person is permitted to access the Restricted Areas. If the County issues identification badges to its employees, the County need not issue a separate badge to Approved Persons, but may affix a sticker or other marking on the existing badges of Approved Persons to indicate their right to access Restricted Areas. If the AOC has chosen to conduct the screening and approval of County employees or County Contractor employees, the AOC will either (1) notify the County if an employee is approved, whereupon the County will provide and issue an identification badge for that Approved Person, or (2) provide an identification badge for the Approved Person to the County, and the County will be responsible for issuing the identification badge to that Approved Person. All Approved Persons must wear their identification badges in a readily-visible manner whenever they are in a Restricted Area.

3.9.4 DOJ and DMV Requirements. Notwithstanding anything in this JOA to the contrary, County must comply with background check and clearance requirements of the California Department of Justice ("DOJ") and the California Department of Motor Vehicles ("DMV") relating to any County employee or County Contractor employee who has physical access to any area which is either connected to, or contains records from, the DOJ criminal computer database, including, without limitation, the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), or the DMV computer database (collectively the "Databases"). If requested by either the Court or the AOC, County must provide to either the Court or the AOC suitable documentation evidencing the County's compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to the Databases.

3.10 County Facilities Payment. Nothing in this JOA diminishes or modifies the County's obligations under the Act and the Agreement for payment of the County Facilities Payment.

3.11 Court Operations MOA. Unless specifically superseded by the terms and conditions of this JOA or the Agreement, the terms and conditions of the Court Operations MOA shall remain in full force and effect. In the event of a conflict between the terms of the Court Operations MOA and the terms of this JOA or the Agreement, the terms of this JOA or the Agreement shall control.



#### 4. SHARED COSTS

4.1 Payment of Estimated Shared Costs. The Managing Party will make timely, direct payment of all Shared Costs owed to third parties, and the Contributing Party is responsible to reimburse the Managing Party for its Share of all Shared Costs under this section 4. Within 90 days after the Effective Date, and within 30 days after the first day of each fiscal year thereafter, the Managing Party will deliver to the Contributing Party a statement (the “**Estimate Statement**”) itemizing the Estimated Shared Costs, which the Contributing Party will either comment on or approve within 30 days. If the Contributing Party disapproves any of the Estimated Shared Costs in the Estimate Statement, the Parties will promptly meet and discuss the reason for the disapproval. If the Parties reach agreement with respect to all Estimated Shared Costs, the Managing Party will, if necessary, revise the Estimate Statement, which both Parties will approve. The Contributing Party is not obligated to make any payments of its Share of the Shared Costs until it has approved the Estimate Statement in writing. However, until the Contributing Party approves the Estimate Statement, it will pay its Share of the Shared Costs based on the approved Estimate Statement for the prior fiscal year, or, during the initial fiscal year of the Term, based on the County Facilities Payment. Upon approving the Estimate Statement, the Contributing Party will pay its Share of the Estimated Shared Costs based on the approved Estimate Statement, plus all additional amounts owed by the Contributing Party for the period during which the Parties were in the process of reaching agreement as to the Estimate Statement. Payment of Estimated Shared Costs will be made in equal monthly installments on the first day of each month, subject to this JOA.

4.2 Payment of Actual Shared Costs. Within 30 days after the end of each month, the Managing Party will deliver to the Contributing Party a statement (the “**Monthly Invoice**”) itemizing the actual Shared Costs incurred during the previous month (“**Actual Shared Costs**”). Within 30 days after a written request by the Contributing Party, the Managing Party will also deliver to the Contributing Party copies of supporting documents for any of the Actual Shared Costs shown on the Monthly Invoice. If the Actual Shared Costs are less than the Estimated Shared Cost for the applicable month, the Managing Party will refund the amount overpaid to the Contributing Party within 30 days after the Managing Party’s delivery of the Monthly Invoice, except that if the Contributing Party consents, the Managing Party may retain the overpayment and offset it against future amounts owed by the Contributing Party under this JOA. If the Actual Shared Costs are greater than the Estimated Shared Costs for the applicable month (“**Excess Costs**”), the Contributing Party will pay such Excess Costs to the Managing Party within 30 days after its receipt of the Monthly Invoice, except that (a)

if the Excess Costs are more than 10 percent of the Estimated Shared Costs for any month, or (b) if the Contributing Party has requested, but not received, supporting documents for any Excess Costs by 10 days prior to the date that payment is due, the Contributing Party will continue to make payment of its Share of the Shared Costs based on the Estimate Statement, or as otherwise agreed under section 4.2 of this JOA, but may defer payment of the Excess Costs (or, in the case of (b) above, the Excess Costs to which the supporting documents relate) for that month, until the Parties have met and reached an agreement regarding the amount of the Excess Costs, under section 3.2.4.5 or section 4.2 of this JOA, whichever is applicable.

4.3 Notice of Anticipated Excess Costs. Prior to incurring any Shared Cost that the Managing Party reasonably believes will result in an Excess Cost in an amount greater than 10 percent of the Estimated Shared Costs shown on the Estimate Statement, the Managing Party must give written notice to the Contributing Party describing the amount and reason for that Excess Costs; except that (a) no notice must be given to the Contributing Party if the Excess Costs will be incurred to correct a Deficiency arising from an Emergency under section 3.2.4 of this JOA, and (b) if the Excess Costs will be incurred in connection with the correction of a Deficiency under section 3.2.4 of this JOA, notice of the Excess Costs, and resolution of any issues related to the Excess Costs, will be handled under section 3.2.4, and this section 4.2 will not apply. If the Contributing Party objects in writing to the Excess Costs within 30 days after receiving the Managing Party's notice, the Parties must meet and confer, in person or by telephone, within 10 calendar days to resolve their dispute concerning the Excess Costs. If the Parties do not reach agreement concerning the Excess Costs during that meet and confer process, the Parties will promptly seek to resolve their dispute concerning the Excess Costs under the terms of section 11 of this JOA. If the Contributing Party does not respond to the Managing Party's notice within 30 days of receiving the notice, the Managing Party may proceed with expenditure of the Excess Cost in the amount and for the purpose described in the notice, and the Contributing Party must pay its Share of those Excess Costs.

4.4 Audit Rights. The Contributing Party may, at its sole cost and upon reasonable notice to the Managing Party, inspect the Managing Party's books, records, and supporting documents concerning all Actual Shared Costs incurred for up to 12 calendar months prior to the date of the Contributing Party's inspection. The Parties will cooperate reasonably with each other to ensure that the inspection is performed promptly and without undue interference to either Party. If, after its inspection, the Contributing Party disputes any Actual Shared Costs for any of the immediately-preceding 12 calendar months, the Contributing Party may engage an independent certified public accountant,

acceptable to both Parties, to audit the Managing Party's books and records to determine the amount of the Actual Shared Costs in dispute. The results of the audit will be binding on both Parties. If the audit reveals that the Contributing Party overpaid or underpaid Actual Shared Costs for a month, the Parties will make the payments necessary to resolve that overpayment or underpayment within 30 days following the completion of the audit. The Contributing Party must pay the entire cost of the audit. The Contributing Party's payment of Shared Costs will not prevent it from disputing the accuracy of any Actual Shared Costs under this section 4.4.

4.5 Parking Area and Grounds Area Costs.

4.5.1 Parking Area Costs. The County is responsible, at its sole cost and expense, for all costs incurred with respect to the Operation of the Court Parking, and those costs and expenses will not be included as a Shared Cost.

4.5.2 Grounds Area Costs. Notwithstanding the fact that the Grounds Area is part of the Common Area, the County is responsible, at its sole cost and expense, for all costs incurred with respect to the Operation of the Grounds Area, and those costs and expenses will not be included as a Shared Cost.

4.6 Property Insurance Costs. The County will promptly notify the AOC of any change to the Property Insurance Policies or the Property Insurance Costs that the County is required to make in connection with the Bonded Indebtedness or under the BI Documents, and the County will not make any changes to the Property Insurance Policies that are not so required without the prior written consent of the AOC.

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 AOC representatives:

If to the AOC:

Administrative Office of the Courts  
Office of Court Construction and Management  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Attention: Nick Cimino  
Regional Manager of the Bay Area and North Coast

Region of the Facilities Management Unit  
Phone: (415) 865-8070  
Fax: (415) 865-7524

If to the County:

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

## 5. RIGHT OF FIRST REFUSAL, COMPATIBLE USES, AND VACATE RIGHTS

### 5.1 Right of First Refusal and Increase of Space In Building

5.1.1 Right of First Refusal for Excess Area. At least 30 days before a Party rents or otherwise transfers to a third party all or any portion of its Exclusive-Use Area (“**Excess Area**”), that Party must, by written notice, offer the Excess Area to the other Party on the same terms and conditions set forth in any offer to or from a third party for the Excess Area (“**Third Party Terms**”). The Third Party Terms must separate the rent for the Excess Area from any amounts to be paid by the third party for Operation, Utilities, and other costs in respect of the Excess Area. If the other Party elects not to occupy the Excess Area on the Third Party Terms, or fails to respond to the notice within a 30 day period, the Party with the Excess Area may, subject to section 5, permit a third party to occupy and use the Excess Area on the Third Party Terms. Before a third party can occupy the Excess Area on terms that are more favorable to the third party than the Third Party Terms, the Party with the Excess Area must again first offer the Excess Area to the other Party on those more favorable terms under this section 5.1.1. If the other Party elects to accept the Excess Area on the Third Party Terms, the Parties will enter into a separate written agreement setting forth the terms for the other Party’s occupancy and use of the Excess Area, consistent with the Third Party Terms.

5.1.2 Request for Increase of Exclusive-Use Area. If a Party wishes to increase the size of its Exclusive-Use Area (“**Additional Area**”), and the Parties reach agreement on mutually-acceptable terms for the Additional Area, the Parties will enter into a separate written agreement setting forth the terms for the occupancy and use of the Additional Area, which terms may include a reasonable rent, subject to section 5.1.4 of this JOA.

5.1.3 No Adjustment to Shares. If a Party rents any Excess Area or Additional Area under section 5.1.1 or 5.1.2, above, the rental transaction will not result in a change to the Parties’ Shares. Rather, the rent paid by the Party renting the Excess Area or the Additional Area will include the Shared Costs applicable to the Excess Area or the Additional Area, as applicable. The Parties’ Shares will only be adjusted if one Party at any time buys all or a portion of the other Party’s rights to occupancy and use the Real Property for fair market value under section 5.3 of this JOA, or otherwise by agreement of the Parties, one Party extends its Exclusive-Use Area into Common Area.

5.1.4 Terms of this JOA Not Affected. Any transfer of the Excess Area or the Additional Area to a Party or to a third party will not relieve the Parties of their rights and responsibilities under this JOA with respect to the Excess Area or the Additional Area. Rather, any re-allocation of the Parties’ rights and responsibilities under this JOA will be set forth in any separate agreement entered into by the Parties for rental of the Excess Area or the Additional Area.

## 5.2 Compatible Use; Hazardous Substances.

5.2.1 Compatible Use. Each Party must use, and must require that any Occupant use, its Exclusive-Use Area in a manner that is compatible with the Parties’ use of the Building on the Effective Date and that does not deteriorate or diminish the other Party’s ability to use its Exclusive-Use Area or the Common Area effectively. The Managing Party must ensure that any Occupant that occupies any of the Common Area uses its space in a manner compatible with the Parties’ use of the Building. Nothing herein shall prevent either Party from making use of the Building for programs or events that have historically been conducted in or around it.

5.2.2 Hazardous Substances. Neither Party will store, use, treat, manufacture, or sell, or allow any other person to store, use, treat, manufacture, or sell, any Hazardous Substance on the Real Property except in compliance with Law.

5.3 Vacate Right Pursuant to Section 70344(b) of the Act. After the Effective Date, if either Party is entitled to and does exercise its rights under section 70344(b) of

the Act, the Party that is required to vacate the Building (“**Vacating Party**”) must remove all of its property from, and surrender to the other Party full possession of, the space vacated (“**Vacated Space**”) within 90 days after the Parties agree on the amount of compensation to be paid to the Vacating Party for (i) its Equity in the Vacated Space, and (ii) its relocation costs. The Vacating Party must repair, at its sole cost, any damage it causes to any part of the Real Property in removing its property from the Vacated Space. If the Parties cannot agree on the value of the Vacating Party’s Equity in the Vacated Space, the Parties will select a mutually-acceptable Appraiser or a Broker to determine the fair market value of the Vacating Party’s Equity in the Vacated Space. If the Parties cannot agree on the fair market value of the Vacating Party’s relocation costs, the Parties will select a mutually-acceptable relocation expert with at least five years of experience in determining relocation costs in California (“**Expert**”), to determine the fair market value of the Vacating Party’s relocation costs. Any Appraiser, Broker, or Expert will deliver to both Parties its determination of value, and each Party will be responsible for one-half of the costs of the Appraiser, Broker, or Expert. Any disputes under this section 5.3 will be resolved under section 11 of this JOA. The Parties will enter into an Equity Rights Purchase Agreement, substantially similar to **Attachment “3”** attached to this JOA, to memorialize the terms of the purchase of the Vacating Party’s Equity in the Vacated Space, and the Parties must enter into a Termination Agreement, substantially similar to **Attachment “4”** attached to this JOA, when the Vacating Party has vacated the Vacated Space.

5.4 Amendment to JOA; Equity Rights. If the Parties’ Equity rights will be modified, whether under section 7 of this JOA, or as a result of any other purchase of Equity rights to which the Parties may agree under this JOA or the Act, the Parties will amend this JOA to: (i) adjust their Exclusive-Use Areas; and (ii) adjust each Party’s Share and their Equity rights in the Real Property. The Parties acknowledge and agree that i) as of the date of execution of this JOA neither party occupies 80 percent or more of the Building and that accordingly the terms of Section 70344(b) of the Act do not apply and that nothing in section 5.3 above prevents the parties from reaching an agreement or agreements regarding Vacated Space or termination of this JOA that differ from those identified in said section 5.3

## 6. INSURANCE

### 6.1 Property Insurance.

Until the Bonded Indebtedness no longer encumbers any part of the Real Property: (i) the terms of the BI Documents govern the County’s obligation to obtain and maintain in full force and effect the Property Insurance Policies; and (ii) any

inconsistency between the terms of this JOA and the terms of the BI Documents regarding the County's obligation to insure the Real Property will be resolved in favor of the terms of the BI Documents. Subject to the foregoing, the terms of this section 6 will apply and govern the rights and responsibilities of the Parties.

6.1.1 Property Insurance Policies to be Maintained. Owner will provide the Property Insurance Policies and maintain them in full force and effect, and will make direct payment of all Property Insurance Costs, subject to the Non-Owning Party's obligation to pay its portion of those costs under section 4.6 of this JOA. Owner will include by specific endorsement to each of the Property Insurance Policies the Judicial Council of California, the Administrative Office of the Courts, and the Court as insureds or covered parties, as appropriate, and joint loss payees for any Property Damage Claim payable under the terms and conditions of the Property Insurance Policies, with the same coverages and limits as the named insured under the Property Insurance Policies.

6.1.2 Allocation of Risk for Property Damage Claims. While Owner is providing and maintaining the Property Insurance Policies, and the Non-Owning Party is paying its portion of the Property Insurance Costs under section 4.6, above, Owner will bear all of the risk arising from Property Damage Claims, and Owner hereby waives, and will cause the providers of its Property Insurance Policies to waive, all rights of recovery against the other Party and its applicable insurer(s) for any Property Damage Claims payable under, the terms and conditions of the Property Insurance Policies. Owner will be solely and exclusively responsible to tender to the providers of its Property Insurance Policies, and to process and pursue to final resolution, any and all Property Damage Claims, including (if covered by the Property Insurance Policies) claims for costs associated with obtaining, and relocating Court operations to, alternate space while any portion of the Real Property is being repaired or replaced. The Parties acknowledge that property insurance is "no fault" insurance; therefore, if any Property Loss occurs, there are no exclusions or conditions to payment, irrespective of the acts or omissions of either Party, other than those exclusions specifically set forth in the Property Insurance Policies. The Parties acknowledge that property insurance policies carried by the County have a deductible amount of at least \$100,000.

6.1.3 Compliance with Property Insurance Policies. While Owner is providing and maintaining the Property Insurance Policies under this JOA, Owner will provide the Non-Owning Party with verification that the Property Insurance Policies are in full force and effect and, at the request of the Non-Owning Party, with copies of the Property Insurance Policies, as the Property Insurance Policies may be issued or modified from time to time. The State Parties and the County Parties will comply in all material

respects with all requirements for the use of the Real Property that are set forth in the Property Insurance Policies and that Owner has provided to the Non-Owning Party.

6.1.4 Application of this Section. While the Real Property is subject to the Bonded Indebtedness, this section 6.1.4 will apply, and section 7 of this JOA will be of no force or effect. When the Real Property is no longer subject to the Bonded Indebtedness, this section 6.1.4 will be of no further force or effect whatsoever, and section 7 of this JOA will govern and control.

6.1.4.1 Property Insurance Proceeds. Upon the occurrence of any Property Loss, the Parties will promptly meet and confer, in good faith, to determine how the proceeds of the Property Insurance Policies arising from the Property Damage Claim will be allocated and used, and what notice will be given by the County under the BI Documents concerning those insurance proceeds. The AOC will have the right to meaningful participation with the County in deciding whether to restore or replace the damaged parts of the Real Property (“**Damaged Property**”). The meeting will be held, in person or by telephone, by no later than 30 days before the date that the County must give notice in accordance with the terms of the BI Documents. In no event will the insurance proceeds arising from a Property Damage Claim be allocated or used in a manner that results in a breach or default by the County under the BI Documents. The County must continue to make all payments and perform all of its obligations under the BI Documents until the Bonded Indebtedness has been fully repaid and satisfied, notwithstanding the Property Loss.

6.1.4.2 Decision Not to Restore or Replace. If, as a result of the meeting described in section 6.1.4.1 above, the Parties decide that the insurance proceeds arising from the Property Damage Claim will not be used to restore or replace the Damaged Property, and if any of the Non-Owning Party’s Exclusive-Use Area is uninhabitable as a result of the Property Loss, then the Owner will compensate the Non-Owning Party for its Equity rights in the uninhabitable part of the Non-Owning Party’s Exclusive-Use Area. The compensation to be paid to the Non-Owning Party will be determined in the manner described in section 5.3 of this JOA as applicable. To the extent covered by the Property Insurance Policies, the Non-Owning Party will be entitled to that portion of the proceeds from the Property Damage Claim that are directly related to compensation for the Non-Owning Party’s relocation costs arising from Property Loss. If the Non-Owning Party will no longer occupy the Building due to Property Loss that the Parties decide not to restore or replace, then when the Non-Owning Party has been compensated for its Equity rights under this section 6.1.4, the Parties will terminate this JOA by signing a Termination Agreement and recording it in the County Recorder’s Office.



6.1.5 No Waiver of Equity Rights. The provisions of section 6.1.4 of this JOA will not be deemed or construed to waive, diminish, release, or otherwise affect the Equity rights of either Party in respect of the Real Property.

6.2 Reporting and Processing Claims.

6.2.1 Incident Reports. The Managing Party will maintain copies of any Incident reports that it prepares for a period of five years, and at the request of the Contributing Party, the Managing Party will provide the Contributing Party with a complete copy of, or reasonable access to, those Incident reports.

6.2.2 Party Responsible for Claims. If either Party receives any demand, complaint, notice, document, or information alleging the existence or occurrence of any incident, event, circumstance, or occurrence in, on, or about the Real Property (“**Incident**”) that is or could result in any Property Damage Claim or Liability Claim (each, a “**Claim**”, and together, “**Claims**”) or an AOC Claim, or if a Party otherwise becomes aware that an Incident has occurred, that Party will make best efforts to promptly notify the other Party of that Incident. Following that notice, the Parties will work together, diligently and in good faith, to determine which of them bears responsibility for the loss or injury alleged, and whether either Party is entitled to indemnification by the other in respect of the Incident under sections 8.1 or 8.2 of this Agreement. If the Parties are not able to so agree, then they will resolve those matters under section 11 of this JOA.

6.3 Third-Party Contractor Insurance. Each Party must require each of its Contractors to (i) obtain and maintain insurance of the type and with coverage amounts that are usual and customary to the type of business or exposures related to the work being performed on the Real Property, (ii) name both Parties as additional insureds by specific endorsement to their general liability policies, (iii) provide a waiver of subrogation in favor of both Parties with respect to all property insurance policies, and (iv) provide to the Parties a 30-day notice of cancellation or material change in any insurance coverage required hereunder. Unless the Parties otherwise agree, all Contractors must indemnify, defend, and hold harmless the County Parties and the State Parties from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the performance by the Contractors under their contracts, and neither Party waives any right of recovery or subrogation against the other in respect of their contractual arrangements with the Contractors.

6.4 Workers’ Compensation Coverage. Each Party will each maintain its own workers’ compensation insurance covering its own employees, and neither Party will

have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

## 7. DAMAGE OR DESTRUCTION

7.1 Property Loss After Bonded Indebtedness Satisfied. While the Real Property is subject to the Bonded Indebtedness, the terms of section 6.1.4 of this JOA govern in respect of any Property Loss, and this section 7 is of no force or effect. When the Real Property is no longer subject to the Bonded Indebtedness, this section 7 will govern and apply in respect of any Property Loss or Property Damage Claim, and section 6.1.4 of this JOA will be of no further force or effect whatsoever, except only as to any Property Loss or Property Damage Claim that occurred or commenced while the Real Property was subject to the Bonded Indebtedness.

7.1.1 Allocation of Property Insurance Proceeds. In the event of a Property Loss, each Party will be entitled to the proceeds payable under the Property Insurance Policies to the extent the Property Loss is attributable to its Exclusive-Use Area or its Share of the Common Area. If one or more Property Damage Claims is fully and finally resolved in an amount that exceeds the applicable amount payable under all of the Property Insurance Policies, or if any Property Loss is not covered by the Property Insurance Policies through no fault of the Owner, then if both Parties elect to restore or replace the Damaged Property, each Party will pay the amounts that exceed the coverage of the Property Insurance Policies to the extent the Property Loss is attributable to its Exclusive-Use Area or its Share of the Common Area. By way of example only, if the total amount of the Property Damage Claim is \$1,250,000, and if 40 percent is attributed to damage in the Court Exclusive-Use Area, 35 percent is attributed to damage in the County Exclusive-Use Area, and 25 percent is attributed to damage in the Common Area, and the total amount payable under the Property Insurance Policies is \$1,000,000, then the AOC would be entitled to insurance proceeds in the amount of \$400,000 (for the damage to the Court Exclusive-Use Area), the County would be entitled to insurance proceeds of \$350,000 (for damage to the County Exclusive-Use Area), and the Parties would share the remaining \$250,000 of insurance proceeds in accordance with their respective Shares. With respect to the uninsured \$250,000 portion of the Property Damage Claim, the AOC would be responsible to pay \$100,000 (40 percent of \$250,000) in respect of its Exclusive-Use Area, plus an amount equal to the AOC Share of the \$62,500 (25 percent of \$250,000) in respect of the Common Area, and the County would be responsible to pay (if both Parties elect to restore or replace the Damaged Property) the balance of the uninsured loss. The Owner will assign and deliver to the Non-Owning Party all insurance proceeds owed to the Non-Owning Party effective upon its receipt of those proceeds.

7.2 Damage or Destruction Event. If, due to Property Loss, the Real Property cannot be occupied by one or both Parties, each Party will be solely responsible to arrange for its own relocation to and occupancy of alternate space. Promptly after a Property Loss, the Parties will comply with the provisions of section 6, and as promptly as possible, but in no event later than 180 days after a Property Loss, each Party will notify the other in writing (“**Restoration Election Notice**”) whether it wishes to restore or replace the Damaged Property.

7.3 Both Parties Elect to Restore or Replace. If both Parties elect to restore or replace the Damaged Property, the Parties will cooperate in good faith to restore or replace the Damaged Property, with each Party contributing the proceeds it receives as indemnity for direct physical loss or damage under the Property Insurance Policies and otherwise paying its portion of the cost to restore or replace the Damaged Property, as set forth in section 7.2, above. If the Parties restore or replace the Damaged Property in a way that results in a change to the Parties’ Shares or their Equity rights, the Parties will each pay the costs and expense to restore or replace the Damaged Property according to their newly-determined Shares or Equity rights.

7.4 Only One Party Elects to Restore or Replace. If, based on the Restoration Election Notices, only one Party elects to restore or replace the Damaged Property, then within 30 days after the Parties’ Restoration Election Notices are given, the Parties must meet and confer in good faith to determine how to proceed with respect to (i) the Damaged Property; (ii) the proceeds of the Property Insurance Policies, if any, to which each Party is entitled as indemnity for direct physical loss or damage under section 7.2, above, and (iii) compensation for the Equity rights of either Party in the Real Property, if applicable. If the Parties cannot agree on those matters, they will proceed as set forth in section 11 of this JOA. Until the Parties have reached a final agreement concerning how the foregoing issues will be resolved, neither Party will use any applicable insurance proceeds that are in dispute. Those insurance proceeds will only be used in accordance with the Parties’ final resolution of those issues.

7.5 Neither Party Elects to Restore or Replace. If neither Party elects to restore or replace the Damaged Property, then both Parties will retain the proceeds of the Property Insurance Policies to which they are entitled under section or 7.1. If any of the Non-Owning Party’s Exclusive-Use Area is uninhabitable as a result of the Property Loss, then the Owner will compensate the Non-Owning Party for its Equity rights in the uninhabitable part of the Non-Owning Party’s Exclusive-Use Area, determined in the manner described in section 5.3 of this JOA, except that all insurance proceeds the Non-Owning Party has received, or will receive, as indemnity for direct physical loss or damage from final resolution of any Property Damage Claims made in respect of the

Damaged Property will be deducted from the Equity rights compensation paid by the Owner to the Non-Ownning Party for its Equity rights in the uninhabitable parts of its Exclusive-Use Area. To the extent covered by the terms of the Property Insurance Policies, the Non-Ownning Party will be entitled to that portion of the proceeds from the Property Damage Claim that is directly related to compensation for the Non-Ownning Parties' relocation costs arising from the Property Loss. If the Non-Ownning Party will no longer occupy the Building due to Property Loss that neither Party elects to restore or replace, then when the Non-Ownning Party has been compensated for its Equity rights under this section 7.5, the Parties will terminate this JOA by signing a Termination Agreement and recording it in the County Recorder's Office.

## **8. INDEMNIFICATION**

8.1 Indemnification Obligation of State Parties. The State Parties will and do indemnify, defend, and hold harmless the County Parties, with counsel reasonably acceptable to the County Parties, from and against all Indemnified Loss arising from (1) all AOC Claims, and (2) Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of a State Party.

8.2 Indemnification Obligation of County Parties. The County Parties will and do indemnify, defend, and hold harmless the State Parties, with counsel reasonably acceptable to the State Parties, from and against all Indemnified Loss arising from Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligent acts, errors, or omissions of a County Party.

8.3 Indemnified Party's Participation. The indemnifying Party must manage and be entirely responsible to handle and resolve all Liability Claims for which it is responsible under sections 8.1 or 8.2, as applicable. The indemnified Party may elect, but is not required, to retain its own attorney, at the indemnified Party's sole expense, to participate in the litigation, settlement negotiations, or other dispute resolution procedures for any Liability Claim as to which it is the indemnified Party. If the indemnified Party elects to retain its own attorney to participate in the litigation, settlement negotiations, or other dispute resolution procedures for a Liability Claim, the indemnifying Party will cooperate with the indemnified Party, and the attorney retained by the indemnified Party.

8.4 Effect of Indemnification Rights. The rights of a Party to be indemnified under sections 8.1 or 8.2 of this JOA cannot be deemed or construed to limit or diminish the obligation of the indemnified Party to perform its duties at Law or under any agreement between the County Parties and the State Parties. The indemnifying Party will

have no right of set off in respect of payment of any Indemnified Loss to the indemnified Party under this JOA.

## **9. CONDEMNATION**

If either Party receives written notice advising of an actual or intended condemnation of the Real Property (“**Condemnation Notice**”), that Party will immediately deliver a copy of the Condemnation Notice to the other Party. In the event of an actual condemnation, the Parties will cooperate with each other in good faith to obtain the maximum award that may be obtained from the condemning authority and to obtain separate awards. Each Party will be entitled to its Share of the condemnation proceeds.

## **10. DEFAULT NOTICE AND CURE**

Upon a Party’s breach or default of any other provision of this JOA, the Parties will comply with the terms for notice of default and cure period set forth in section 10 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein. Notwithstanding anything in this JOA or the Agreement to the contrary, no default or breach will be deemed to have occurred if the AOC is unable to pay any amounts due and owing under this JOA as a result of the State of California’s failure to timely approve and adopt a State budget. Should the AOC fail to pay any amounts due and owing under this JOA as a result of the State of California’s failure to timely approve and adopt a State budget, the AOC will promptly pay any previously due and unpaid amounts due and owing under this JOA upon approval and adoption of the State budget.

## **11. DISPUTE RESOLUTION**

In the event of a dispute between the Parties relating to performance of the Parties’ obligations under this JOA, the Parties will comply with the terms for dispute resolution set forth in section 11 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

## **12. NOTICES**

Subject to section 4.7 of this JOA, any notice or communication required to be sent to a Party under this JOA must be sent in accordance with the terms for giving of notices in section 12 of the Agreement, which terms are incorporated into this JOA as though fully set forth herein.

### 13. MISCELLANEOUS

13.1 Waivers. No waiver of any provision of this JOA will be valid unless it is in writing and signed by both Parties. Waiver by either Party at any time of a breach of this JOA cannot be deemed a waiver of or consent to a breach of the same or any other provision of this JOA. If a Party's action requires the consent or approval of the other Party, that consent or approval on one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

13.2 Force Majeure. Neither Party is responsible for performance under this JOA to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable.

13.3 Assignment. Neither Party may assign this JOA in whole or in part, whether by operation of law or otherwise, to any other entity, agency, or person without the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any Law will be void and of no effect.

13.4 Binding Effect. This JOA binds the Parties and their permitted successors and assigns.

13.5 Third Parties Benefited. The Court is an intended beneficiary of all provisions of this JOA for the benefit of the AOC.

13.6 Construction. The headings used in this JOA are for convenience only and will not affect the meaning or interpretation of this JOA. The words "hereof," "herein," and "hereunder," and other words of similar import, refer to this JOA as a whole and not to any subdivision of this JOA. Both Parties have reviewed and negotiated this JOA, and this JOA will not be construed against a Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

13.7 Integration; Amendments. This JOA and the Agreement contain the entire agreement of the Parties with respect to the subject matter of this JOA, and supersede all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties. This JOA may be amended only by written agreement signed by both of the Parties.

13.8 Incorporation By Reference. The Attachments to this JOA are incorporated into and made a part of this JOA for all purposes, and all references to this JOA in any of the Attachments mean and include the entirety of this JOA.

13.9 Severability. If any term of this JOA is inconsistent with applicable Law, then on the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this JOA not affected by the inconsistency will remain in full force and effect.

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

13.11 Conflicts Between JOA and Agreement; Capitalized Terms. The Agreement supersedes and controls to the extent of any conflicts between the terms of the Agreement and this JOA. Capitalized terms used in this JOA and not otherwise defined herein will have the meanings given to them in the Agreement.

13.12 Signature Authority. The individuals signing this JOA on behalf of the AOC and the County certify that they are authorized to do so.

13.13 Acknowledgment of Future Plans. AOC acknowledges that the County intends to construct a new County office building that would require the use of the area currently occupied by the Redwood City Small Claims/Traffic Annex. AOC agrees to reasonably cooperate with the County in its efforts to develop the new County office building. Nothing herein changes either party's rights, duties or obligations pursuant to the Trial Court Facilities Act (Government Code section 70301 et. seq.) or other applicable law.

I agree to the terms of this JOA.

APPROVED AS TO FORM:

ADMINISTRATIVE OFFICE OF THE  
COURTS, OFFICE OF THE GENERAL  
COUNSEL

By: \_\_\_\_\_

**JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

By: \_\_\_\_\_  
Name: Grant Walker

Name: Kenneth Levy

Title: Attorney

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

Title: Senior Manager, Business Services

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

ATTEST:

\_\_\_\_\_, Clerk of the Board

**COUNTY OF SAN MATEO, a political  
subdivision of the State of California**

By: \_\_\_\_\_

Deputy

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: County Manager

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



## LIST OF ATTACHMENTS

Attachment "1"	Legal Description of Land
Attachment "2"	Floor Plan, Site Plan of Real Property and Parking Plan
Attachment "3"	Form of Equity Rights Purchase Agreement
Attachment "4"	Form of Termination of Joint Occupancy Agreement
Attachment "5"	Criteria for Approving County Employees and County Contractors with Respect to Background Checks

ATTACHMENT "1"  
LEGAL DESCRIPTION

APN: 052 337 020

ALL THAT CERTAIN REAL PROPERTY SITUATE IN REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

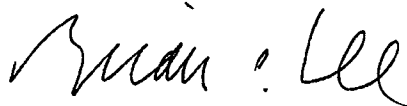
BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED TO COUNTY OF SAN MATEO, RECORDED JANUARY 8, 1953, UNDER SERIES NUMBER 52874K, IN VOLUME 2351 O.R., AT PAGE 274, AND A PORTION OF LAND DESCRIBED AS "PARCEL I" IN THAT CERTAIN GRANT DEED TO COUNTY OF SAN MATEO, RECORDED MARCH 27, 1963, UNDER SERIES NUMBER 75187V, IN VOLUME 4421 O.R., AT PAGE 219, COUNTY OF SAN MATEO RECORDS, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID DEED (52874K); THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID DEED (52874K), BEING THE NORTHERLY RIGHT OF WAY LINE OF MARSHALL STREET (FORMERLY B STREET), 200.00 FEET TO THE SOUTHEAST CORNER OF SAID DEED (52874K); THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID DEED (52874K), BEING THE WESTERLY RIGHT OF WAY LINE OF COUNTY CENTER (FORMERLY HAMILTON STREET), 300.00 FEET TO THE NORTHEASTERLY CORNER OF SAID DEED (52874K); THENCE CONTINUING ALONG THE NORTHERLY PROLONGATION OF THE LAST SAID LINE, 6.00 FEET; THENCE WESTERLY, MEASURED AT RIGHT ANGLES FROM AND PERPENDICULAR TO THE LAST SAID LINE, 138.40 FEET; THENCE NORTHERLY, MEASURED AT RIGHT ANGLES FROM AND PERPENDICULAR TO THE LAST SAID LINE, 9.30 FEET; THENCE WESTERLY, MEASURED AT RIGHT ANGLES FROM AND PERPENDICULAR TO THE LAST SAID LINE, 61.60 FEET TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID DEED (52874K), BEING THE EASTERLY RIGHT OF WAY LINE OF WINSLOW STREET (FORMERLY FOURTH STREET); THENCE SOUTHERLY ALONG LAST SAID LINE, 15.30 FEET TO THE NORTHWESTERLY CORNER OF SAID DEED (52874K); THENCE CONTINUING ALONG LAST SAID LINE, 300.00 FEET TO THE POINT OF BEGINNING.

AREA = 1.418 ACRES (61,773 SQUARE FEET), MORE OR LESS

SEE PLAT ATTACHED HERETO AND MADE A PART HEREOF.

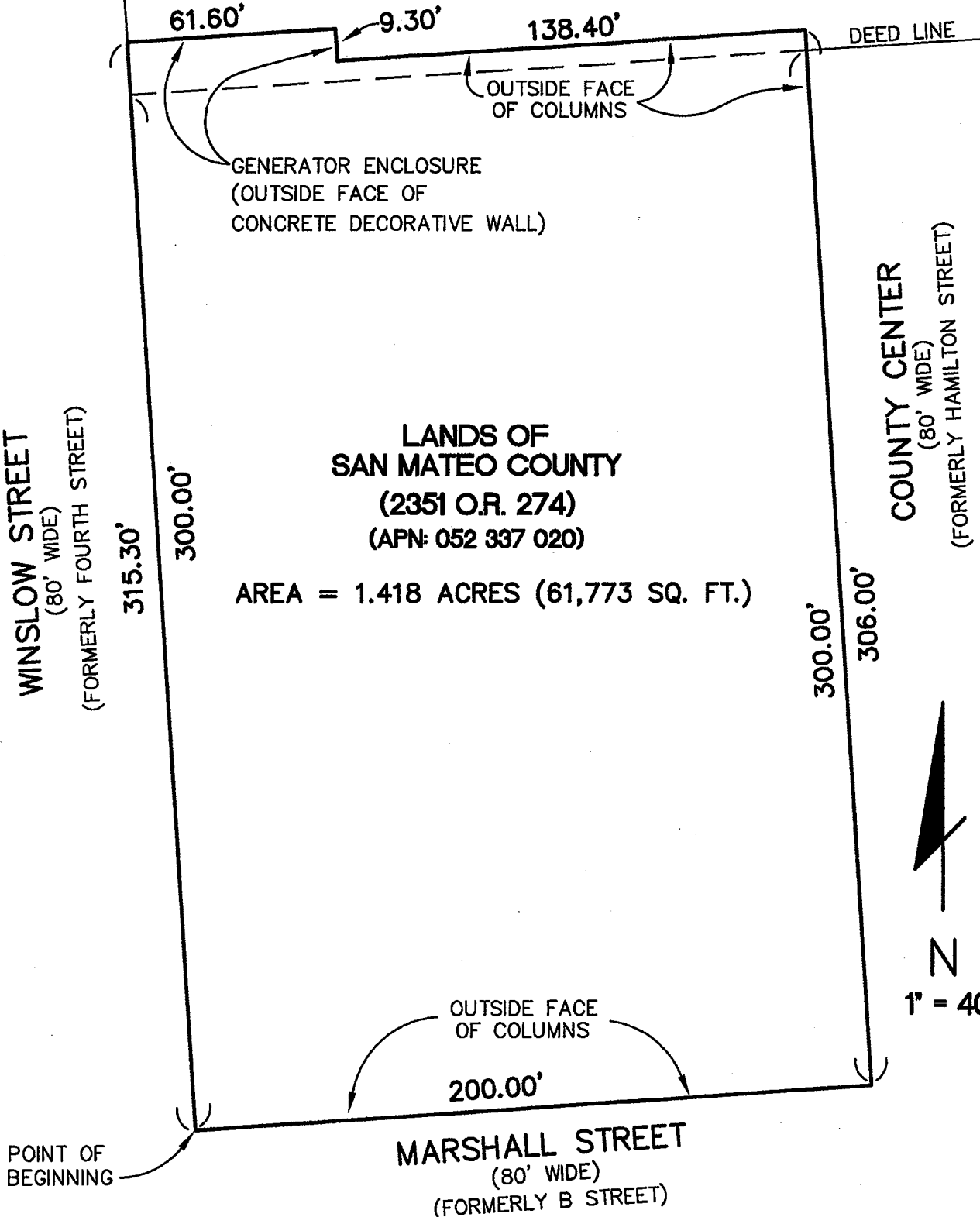
NOVEMBER 6, 2008



BRIAN C. LEE  
DEPUTY DIRECTOR OF PUBLIC WORKS  
R.C.E. 26573, LICENSE EXPIRES 3/31/10



**LANDS OF SAN MATEO COUNTY (4421 O.R. 220)**



**LANDS OF  
SAN MATEO COUNTY  
(2351 O.R. 274)  
(APN: 052 337 020)**

**AREA = 1.418 ACRES (61,773 SQ. FT.)**



DESIGNED BY: KN  
 CHECKED BY: LL  
 DRAWN BY: KN

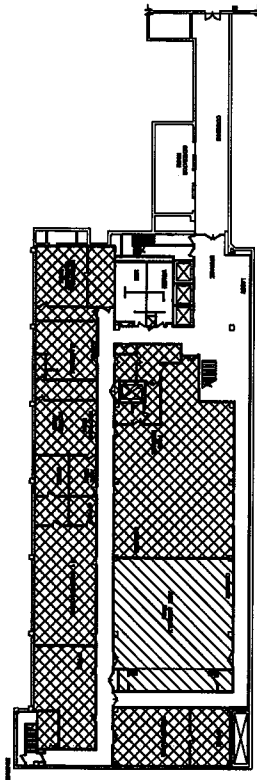
**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**HALL OF JUSTICE BUILDING**

SCALE: 1" = 40'  
 DATE: 11/6/08  
 FILE NO: 08-04

JAMES C. PORTER, DIRECTOR OF PUBLIC WORKS  
 SAN MATEO COUNTY

555 COUNTY CENTER, 5TH FLOOR  
 REDWOOD CITY, CALIFORNIA 94063-1665

Attachment "2"  
Hall of Justice 41-A1  
Basement Floor Plan

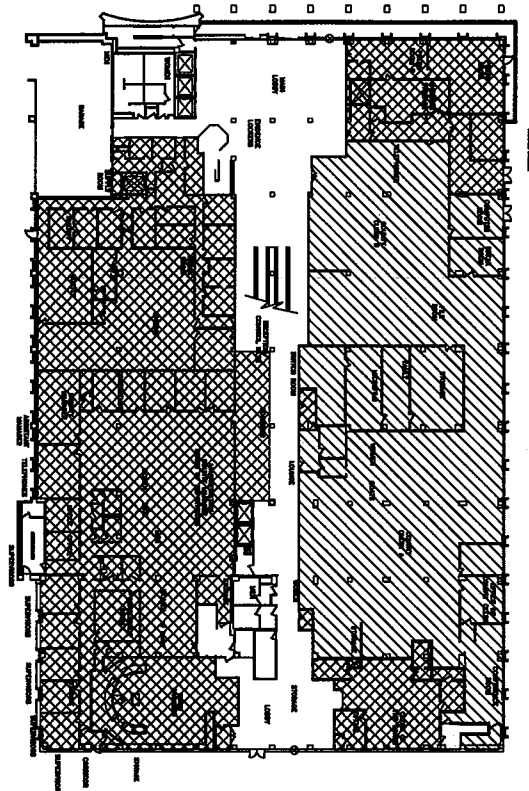


	Court	2457
	County	9389
	Common	6619
Total		18465



<b>APPLIED MANAGEMENT ENGINEERING INC.</b> 280 FOULDS OAK COURT, SUTCLIFFE SAN FRANCISCO, CA 94134 TELEPHONE: (415) 754-4400 FAX: (415) 754-4402 WWW.AEMENGINEERING.COM	
COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #1962 BASEMENT	
Project FLOOR PLAN Date 01/23/2007 Scale 1/64" = 1'-0"	Sheet 1 OF 11

Attachment "2"  
 Hall of Justice 41-A1  
 Floor Plan 1st Floor

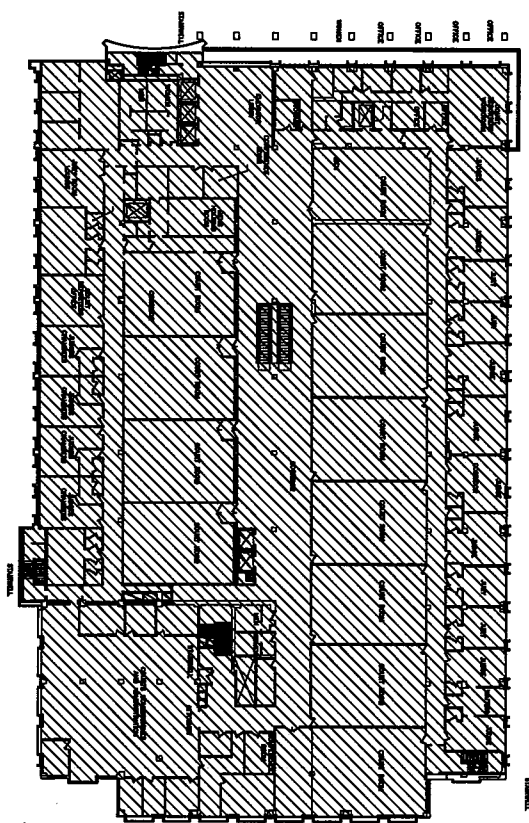



	Court	17770
	County	22977
	Common	8701
	<b>Total</b>	<b>49448</b>




		<b>APPLIED MANAGEMENT ENGINEERING INC.</b> 2000 CALIFORNIA AVENUE, SUITE 100 SAN MATEO, CALIFORNIA 94401 TELEPHONE: (415) 948-1488 FAX: (415) 948-1489 WWW.AMENGINEERING.COM
COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #19062 FIRST FLOOR		
Project FLOOR PLAN Date 01/24/2007 Scale 1/64" = 1'-0"	Sheet 2 OF 11	General Notes

Attachment "2"  
Hall of Justice 41-A1  
Floor Plan - 2nd Floor

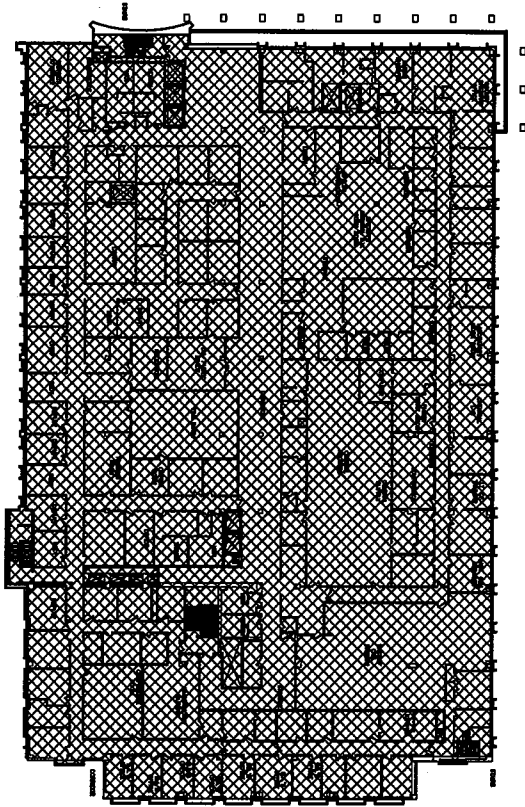


 Court 53335




		<b>APPLIED MANAGEMENT ENGINEERING INC.</b> 280 COLLEGE OAK COURT, SAN MATEO, CA 94403 TEL: (650) 252-4400 FAX: (650) 252-4400 WWW.AMENGINEERING.COM	
COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #E1902 SECOND FLOOR		COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #E1902 SECOND FLOOR	
FLOOR PLAN DATE: 01/23/2007 SCALE: 1/64" = 1'-0"	SHEET NO: 3 OF 11	COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #E1902 SECOND FLOOR	

Attachment "2"  
Hall of Justice 41-A1  
Floor Plan - 3rd Floor

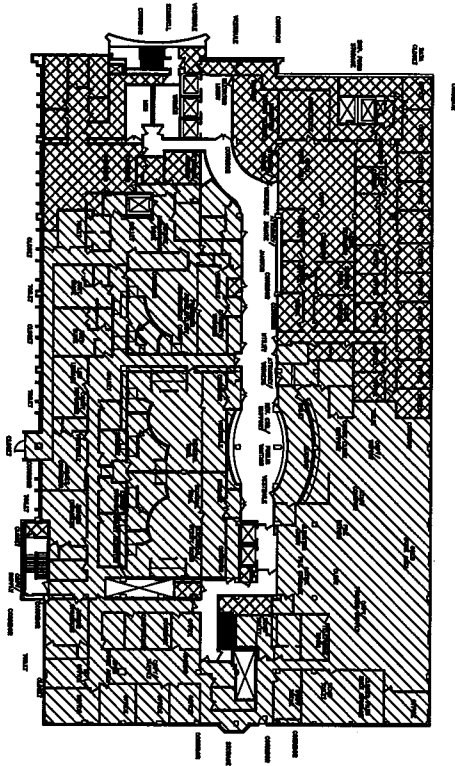


County 53335




		<p><b>APPLIED MANAGEMENT ENGINEERING INC.</b> 200 COLLEGE PARK, COLLETA, CALIFORNIA 94015 TEL: (650) 941-1000 FAX: (650) 941-1001 WWW.AMENGINEERING.COM</p>	<p>COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #1062 THIRD FLOOR</p>	<p>General Notes</p>
<p>Project: FLOOR PLAN Date: 01/23/2007 Scale: 1/64" = 1'-0"</p>	<p>Sheet: 4 OF 11</p>			

Attachment "2"  
Hall of Justice 41-A1  
Floor Plan - 4th Floor



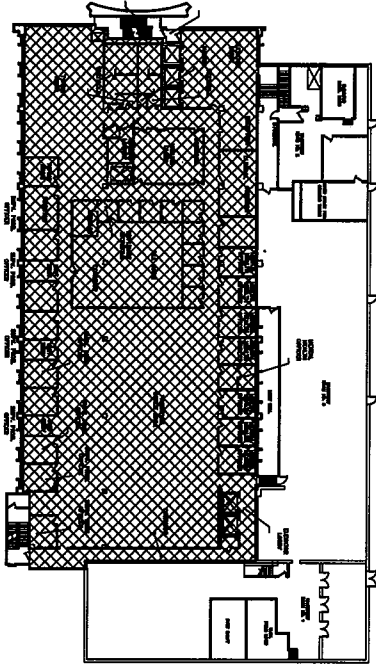
	Court	23568
	County	10620
	Common	5712
	<b>Total</b>	<b>39900</b>





	<p><b>APPLIED MANAGEMENT ENGINEERING INC.</b></p> <p><small>APPLIED MANAGEMENT ENGINEERING INC. 200 COLLEGE OAK COURT, SUITE 100 REDWOOD CITY, CALIFORNIA 94061 TELEPHONE: (650) 938-4800 FAX: (650) 938-4801 WWW.AMENGINEERING.COM</small></p>	<p>COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #19062 FOURTH FLOOR</p>
<p>FLOOR PLAN DATE: 01/23/2007 SCALE: 1/8" = 1'-0"</p>	<p><b>5 OF 11</b></p>	





Attachment "2"  
Hall of Justice 41-A1  
Floor Plan - 5th Floor

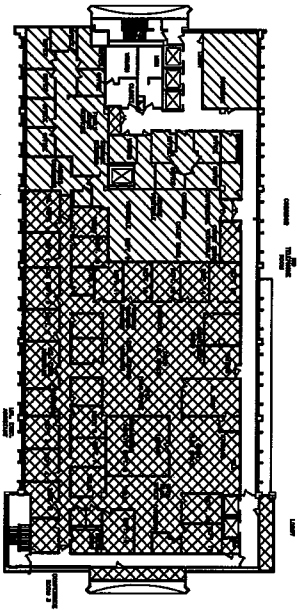





	County	18898
	Common	12696
	<b>Total</b>	<b>31594</b>




		 <b>APPLIED MANAGEMENT ENGINEERING INC.</b> <small>200 COLLIER OAK COURT, SUITE 200 SANTA CLARA, CALIFORNIA 95050 TELEPHONE: (415) 351-4400 FAX: (415) 351-4401 WWW.AMENGINEERING.COM</small>	COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #F19062 FIFTH FLOOR	General Notes
Project FLOOR PLAN	Date 01/23/2007	Sheet 6 OF 11	Scale 1/8" = 1'-0"	

Attachment "2"  
 Hall of Justice 41-A1  
 Floor Plan - 6th Floor

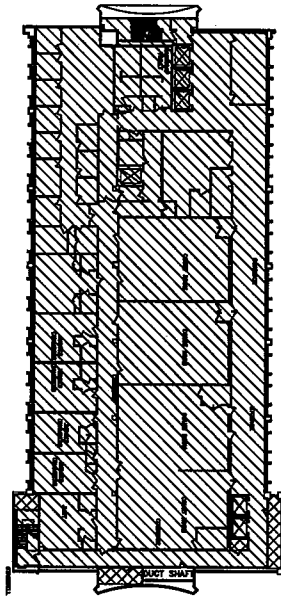


	Court	5161
	County	10828
	Common	3832
	<b>Total</b>	<b>19821</b>




	<p><b>APPLIED MANAGEMENT ENGINEERING INC.</b>  <small>280 GOLDEN GATE CONCOURSE, SUITE 100        VIRGINIA BEACH, VIRGINIA 23462        TEL: 757/491-9999        FAX: 757/491-9998        WWW.AEMENGINEERING.COM</small></p>	<p>COUNTY OF SAN MATEO        HALL OF JUSTICE AND RECORDS        ZONE 1        BUILDING #19862        SIXTH FLOOR</p>	<p>General Notes</p>
<p>Project: FLOOR PLAN        Date: 01/23/2007        Scale: 1/4" = 1'-0"</p>	<p><b>7 OF 11</b></p>		

Attachment "2"  
 Hall of Justice 41-A1  
 Floor Plan - 7th Floor

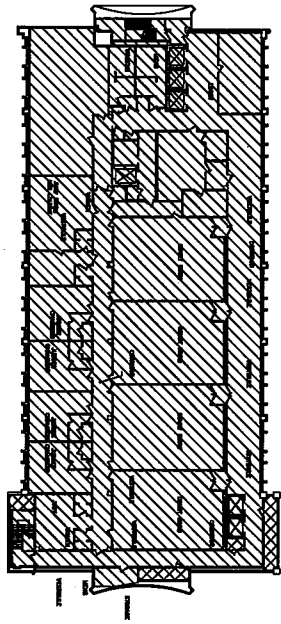




	Court	19410
	County	364
	Common	0
	<b>Total</b>	<b>19774</b>




	<b>APPLIED          MANAGEMENT          ENGINEERING INC.</b> <small>200 COLSON GALE COURT, SUITE 100          FOLSOM, CA 95630          TELEPHONE: (916) 981-1000          FAX: (916) 981-1001          WWW.AMENGINEERING.COM</small>	COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #19062 SEVENTH FLOOR	General Notes
Project: FLOOR PLAN Date: 01/23/2007 Scale: 1/64" = 1'-0"	Page: 8 OF 11		

Attachment "2"  
Hall of Justice 41-A1  
Floor Plan - 8th Floor

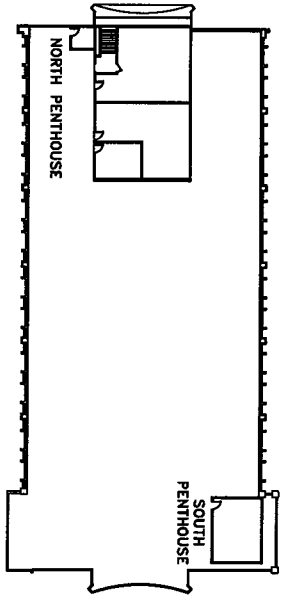


	Court	19526
	County	348
	Common	0
	<b>Total</b>	<b>19874</b>





		<p><b>APPLIED MANAGEMENT ENGINEERING INC.</b>          200 COLLESSION COURT, SUITE 100          TELSONVILLE, CALIFORNIA 94022          AME@AMENR.COM          415.339.9400</p>	<p>COUNTY OF SAN MATEO          HALL OF JUSTICE AND RECORDS          ZONE 1          BUILDING #19062          EIGHTH FLOOR</p>	<p>General Notes</p>
<p>FLOOR PLAN          Date: 01/23/2007          Scale: 1/8" = 1'-0"</p>	<p>9 OF 11</p>			

Attachment "2"  
Hall of Justice 41-A1  
Penthouse Floor Plan



Common 2230

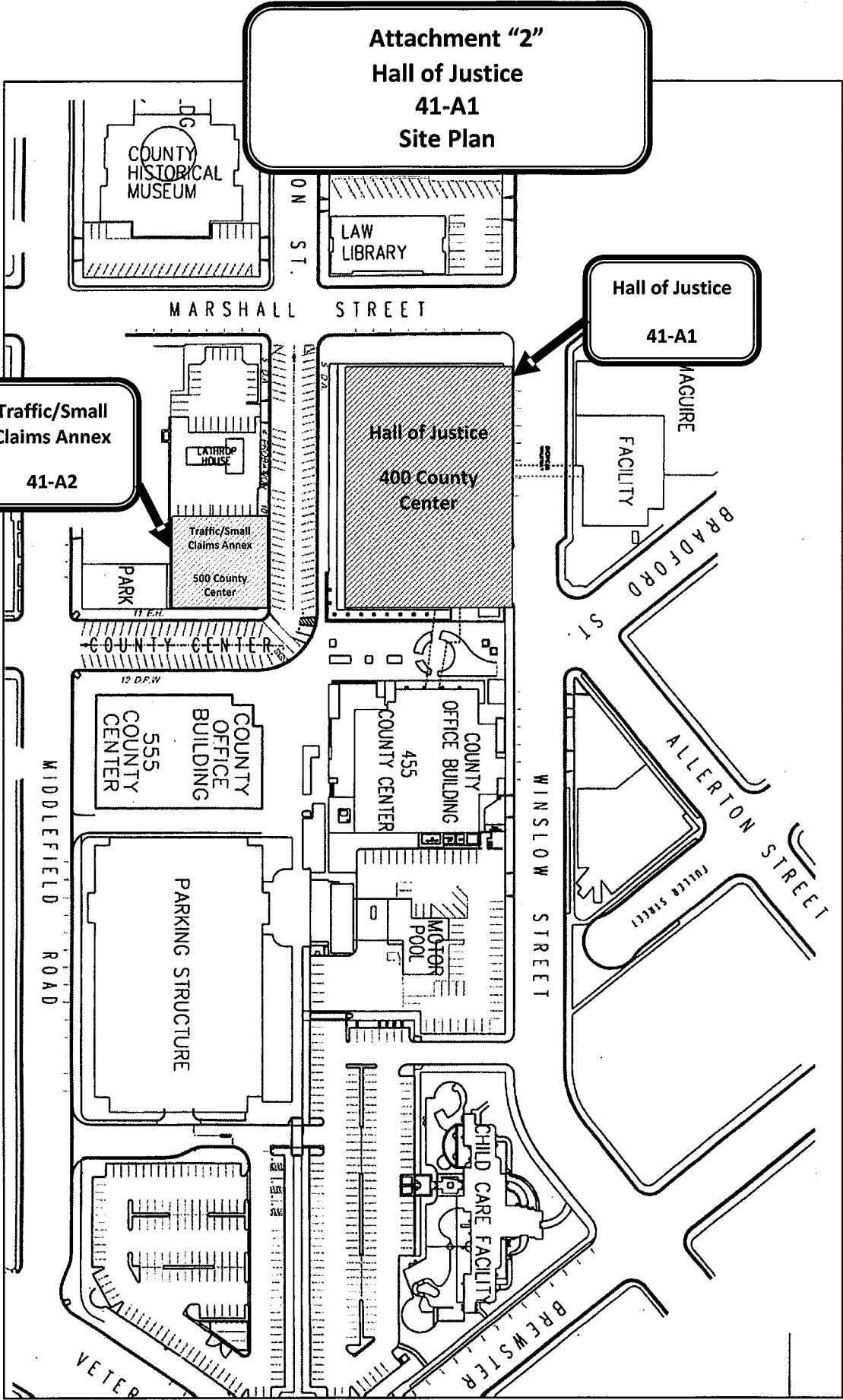


		 <p><b>APPLIED MANAGEMENT ENGINEERING INC.</b> 206 GOLDEN OAK COURT, SUITE 110 SAN FRANCISCO, CALIFORNIA 94116 TELEPHONE: (415) 771-1111 FAX: (415) 771-1112 WWW.AMENGINEERING.COM</p>		<p>COUNTY OF SAN MATEO HALL OF JUSTICE AND RECORDS ZONE 1 BUILDING #1902 PENTHOUSE</p>		<p>General Notes</p>	
<p>FLOOR PLAN Date: 01/23/2007 Scale: 1/8" = 1'-0"</p>		<p>10 OF 11</p>					

**Attachment "2"**  
**Hall of Justice**  
**41-A1**  
**Site Plan**

**Traffic/Small  
Claims Annex**  
**41-A2**

**Hall of Justice**  
**41-A1**



ATTACHMENT "2"

DEPICTION OF COURT PARKING

BUILDING	LOCATION	TYPE	TOTAL COUNTY SPACES	TOTAL COURT SPACES	TOTAL SHARED SPACES*	TOTAL PUBLIC SPACES	TOTAL OF ALL SPACES
<b>REDWOOD CITY GOVERNMENT CENTER</b>							
<b>JURY LOT</b>		DESIGNATED-ADA	0	8	0	0	6
		DESIGNATED-JURORS **	0	145	0	0	145
		<b>TOTAL:</b>	0	151	0	0	151
<b>CHILD CARE CENTER LOT</b>	(2 CDF/ 8 BOARDS & COMMISSIONS)	ADA	0	0	2	0	2
		DESIGNATED-CHILD CARE CENTER	14	0	0	0	14
		DESIGNATED-JURY **	0	61	0	0	61
		DESIGNATED-OTHER COUNTY	10	0	0	0	10
		DESIGNATED-EMPLOYEE †	0	0	62	0	62
<b>TOTAL:</b>	24	61	64	0	149		
<b>555 COUNTY CENTER BASEMENT</b>		ASSIGNED-JUDGES †	0	15	0	0	15
		<b>TOTAL:</b>	0	15	0	0	15
<b>PARKING STRUCTURE</b>	1st floor/public metered area	ADA	0	0	0	7	7
		PUBLIC METERS	0	0	0	114	114
		Basement	45	0	0	0	45
		ADA spaces on 2, 3, 4, & 5 floors	0	0	8	0	8
		Basement, 2, 3, 4, & 5 floors †	0	0	693	0	693
		DESIGNATED-EMPLOYEE Compact spaces	0	0	37	0	37
		<b>TOTAL:</b>	45	0	738	121	904
<b>COUNTY CENTER STREET</b>		ADA	0	0	0	4	4
		ASSIGNED - COUNTY	169	0	0	0	169
		<b>TOTAL:</b>	169	0	0	4	173
<b>LATHROP LOT</b>		LATHROP	11	0	0	0	11
		<b>TOTAL:</b>	11	0	0	0	11
<b>LAW LIBRARY LOT/ OLD COURTHOUSE LOT</b>		COUNTY CARPOOL †	0	0	43	0	43
		ASSIGNED-COUNTY	22	0	0	0	22
		ASSIGNED HISTORY MUSEUM	3	0	0	0	3
		<b>TOTAL:</b>	25	0	43	0	68
<b>VIP LOT</b>	(2 HAMILTON/ 1 LATHROP/ 7 ALONG WALL) (BOS/CMO)	ASSIGNED - COURT †	0	10	0	0	10
		ASSIGNED - COUNTY	14	0	0	0	14
		<b>TOTAL:</b>	14	10	0	0	24
<b>TOTAL GOVERNMENT CENTER CAMPUS</b>		<b>GRAND TOTAL:</b>	288	237	845	125	1495

Total ADA spaces 27

\* These figures denote shared spaces used by both county and court staff on a first-come, first-served basis

† full-sized, premium, assigned spaces located under 555 County Center in a shared secured underground lot within 901 feet of the HOJ at no charge to the court (514 feet of the Annex)

‡ 738 employee parking first come first served, carkey access, shared with county employees in multi-story parking garage. Said spaces are to be located within 407 feet of the HOJ (365 feet of the annex). 693 are full-sized, 37 are compact spaces, and 8 are accessible spaces. All to be provided at no cost to the Court.

Total avail. for court use (total Court-exclusive and shared spaces)	1082
--	------

‡ full-sized, premium, assigned spaces in a shared secured lot on the N/E corner of County Center and Marshall street within 195-282 feet of Western entrance of the HOJ at no charge to the court

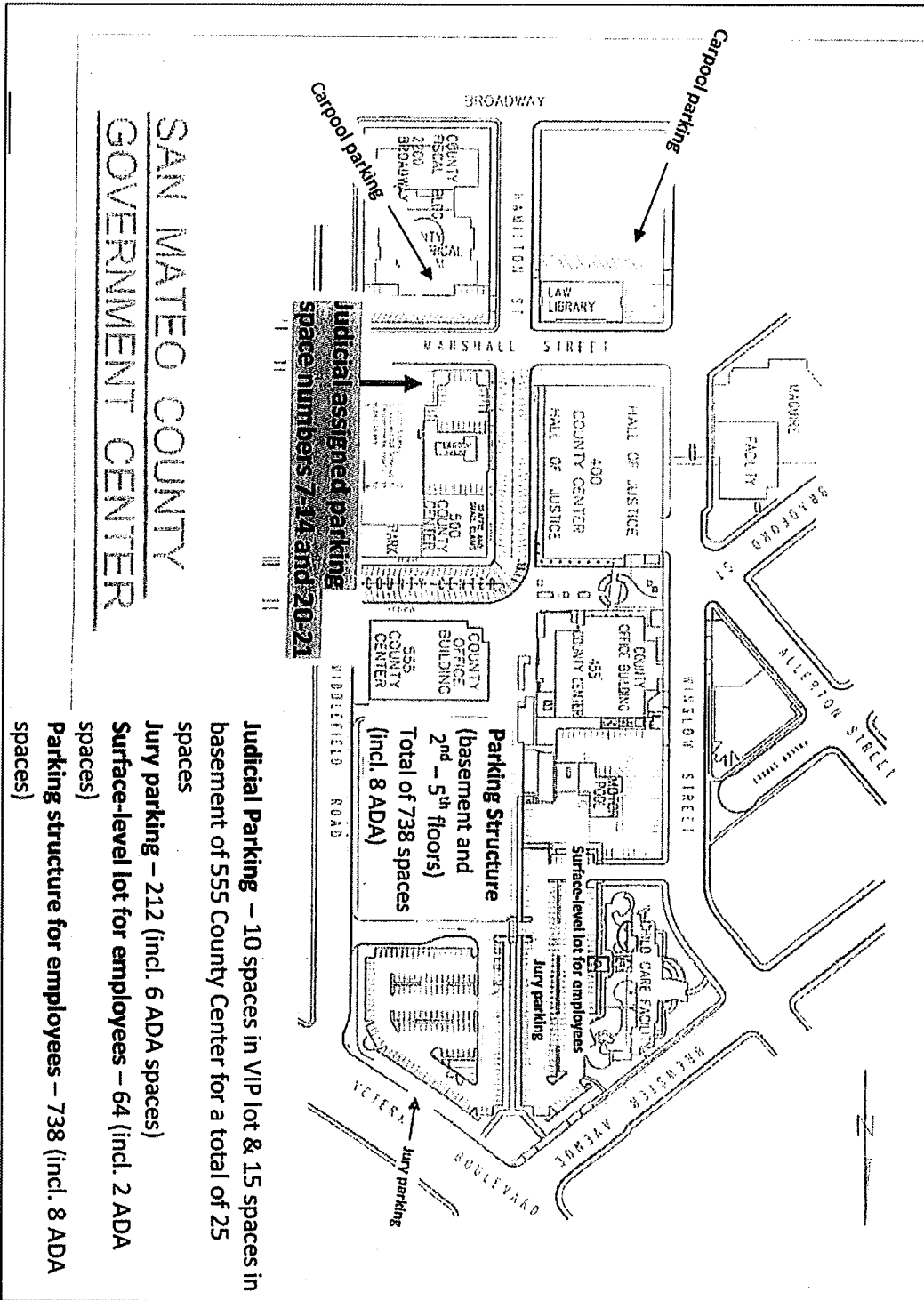
\*\* full-sized spaces located within 647-974 feet of the HOJ on two surface-level lots at no charge to the court (no compact spaces and 6 accessible spaces) (juror permit is required)

Note: Per agreement between City of Redwood City and County of San Mateo, Court also has 35 metered spaces on City property for jurors (juror overflow parking)

# full-sized employee spaces shared with county employees first come first served located on surface-level lot within 647-914 feet of the HOJ (603-807 feet of Annex) at no charge to the court (parking placard is required)

‡ full sized, premium, assigned spaces available for court or county employees who participate in the county's carpool program in shared lots. Lots are within 194-260 feet of the HOJ (391-492 feet of Annex) at no charge to the court (parking permit is required)

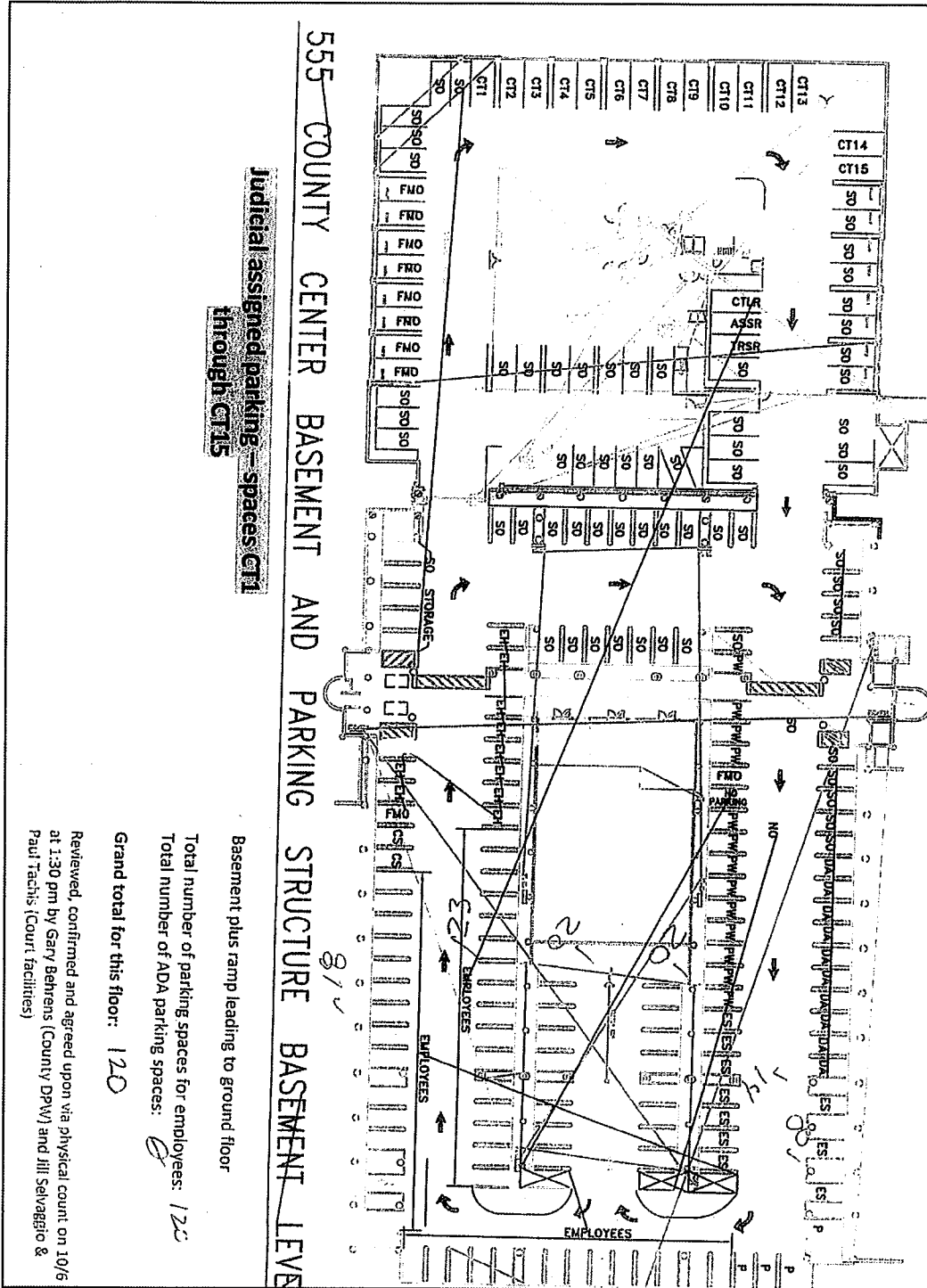
Definitions:  
 - Full-size space: Measures 7 feet by 16 feet  
 - Compact space: Measures 7 feet by 16 feet (NB, these are the same size as full-size spaces. They are marked as compact to increase visibility around the corners of the parking structure  
 - Secured: controlled entrance through gate-controlled access  
 - Premium Space: Measures 7 feet by 16 feet and is assigned to an individual, some in a secured lot, and some within close proximity to the court building



**SAN MATEO COUNTY  
GOVERNMENT CENTER**

- Judicial assigned parking**  
Space numbers 7-14 and 20-21
- Judicial Parking** – 10 spaces in VIP lot & 15 spaces in basement of 555 County Center for a total of 25 spaces
- Jury parking** – 212 (incl. 6 ADA spaces)
- Surface-level lot for employees** – 64 (incl. 2 ADA spaces)
- Parking structure for employees** – 738 (incl. 8 ADA spaces)





**Judicial assigned parking - spaces CT1 through CT15**

**555 COUNTY CENTER BASEMENT AND PARKING STRUCTURE BASEMENT LEVEL**

Basement plus ramp leading to ground floor

Total number of parking spaces for employees: 120  
 Total number of ADA parking spaces: 0

Grand total for this floor: 120

Reviewed, confirmed and agreed upon via physical count on 10/6 at 1:30 pm by Gary Behrens (County DPW) and Jill Selvaaggio & Paul Tachis (Court Facilities)

## ATTACHMENT "3" TO JOA

### FORM OF EQUITY RIGHTS PURCHASE AGREEMENT

#### 1. PURPOSE

The Judicial Council of California ("**Council**"), Administrative Office of the Courts (together, the "**AOC**"), and the County of San Mateo ("**County**") enter into this Agreement under section 70344(b) of the Trial Court Facilities Act of 2002, Government Code section 70301, *et seq.*, as it exists as of the Effective Date (the "**Act**"), to set forth the terms and conditions for the purchase of Equity Rights in the Real Property.

#### 2. DEFINITIONS

"**Agreement**" means this Equity Rights Purchase Agreement.

"**Building**" means the "Building" as defined in the Transfer Agreement.

"**Common Area**" means the "Common Area" as defined in the Transfer Agreement.

"**Compensation**" means the amount paid by the Majority Occupant to the Minority Occupant in exchange for the Minority Occupant's Equity Rights.

"**Court Facility**" means the trial court facility commonly known as the Hall of Justice, as further defined in the Transfer Agreement.

"**Effective Date**" means the date this Agreement is signed by the last Party to sign.

"**Equity**" means "equity" as used in section 70344(b) of the Act.

"**Equity Purchase**" means the Majority Occupant's purchase of the Minority Occupant's Equity Rights in the Real Property under section 70344(b) of the Act and this Agreement.

"**Equity Rights**" means (1) all rights, interests, and entitlement of the Minority Occupant in and to the \_\_\_\_\_ square feet of space in the Building that is occupied exclusively by the Minority Occupant on the Effective Date, and which space comprises approximately \_\_\_\_ percent of the total Building square footage, as depicted on

**Exhibit "A"** attached to this Agreement, and (2) all non-exclusive rights, interests, and entitlement of the Minority Occupant in and to the Common Area.

**"Grant Deed"** means the "Grant Deed" as defined in the Transfer Agreement.

**"Majority Occupant"** means the Party that occupies 80 percent or more of the total Building square footage on the Effective Date of this Agreement. For purposes of this Agreement, the [AOC/County] is the Majority Occupant.

**"Minority Occupant"** means the Party that occupies 20 percent or less of the total Building square footage on the Effective Date of this Agreement. For purposes of this Agreement, the [AOC/County] is the Minority Occupant.

**"Party"** means the AOC or the County, and **"Parties"** means the AOC and the County.

**"Real Property"** means the "Real Property" as defined in the Transfer Agreement.

**"Transfer Agreement"** means the Transfer Agreement For the Transfer of Responsibility For Court Facility, and all attached Exhibits and Schedules, dated as of \_\_\_\_\_, 20\_\_, which sets forth the terms for the transfer of responsibility for and the transfer of title to the Court Facility under the Act.

### **3. PURCHASE OF EQUITY RIGHTS**

3.1 Exercise of Vacate Right. The Majority Occupant has elected to exercise its right to require the Minority Occupant to vacate the Building under section 70344(b) of the Act and has given the Minority Occupant reasonable notice of its election to so exercise.

3.2 Compensation. The Compensation for the Equity Purchase is \$ \_\_\_\_\_, which amount will be paid by the Majority Occupant to the Minority Occupant [in a lump sum on the earlier of (1) the date that the Minority Occupant actually vacates the Building, or (2) the date on which the Grant Deed is recorded in connection with the transfer of title under the Transfer Agreement.] **OR** [describe].

3.3 Relocation Costs. The Majority Occupant will be responsible for the moving expenses of the Minority Occupant at the fair market rate. The Majority Occupant will, at its sole expense, make arrangements for the furniture, equipment, supplies, and other personal property of the Minority Occupant that are located in the Building to be packed and moved, by a professional business relocation service, from the

Real Property to the alternate location specified by the Minority Occupant or, at the sole option of the Minority Occupant, the Minority Occupant may engage its own moving and relocation company to perform its move and the Majority Occupant will reimburse the Minority Occupant's actual relocation costs in an amount not to exceed the amount that would have been charged by the Majority Occupant's professional relocation company for the same relocation services. In no event will the Majority Occupant be responsible for any costs incurred by the Minority Occupant in searching for, identifying, leasing, purchasing, improving, furnishing, or otherwise preparing for occupancy the Minority Occupant's alternate premises, including without limitation, any brokerage commissions, finders' fees, closing costs, tenant improvement costs, or consultant's fees. The terms of this section 3.3 will survive the consummation of the Equity Purchase until \_\_\_\_\_, 200\_\_ [**Note: This should be the same date as the deadline for vacation of the Real Property by the Minority Occupant set forth in section 4.3 below**].

3.4 Rights and Responsibilities. Upon completion of the Equity Purchase, the rights and responsibilities of the Parties in respect of the Equity Rights purchased by the Majority Occupant will be as set forth in the Transfer Agreement.

3.5 Representations and Warranties. Each Party makes the following representations and warranties to the other to the best of its knowledge after reasonable investigation and inquiry:

3.5.1 The Compensation is equal to the fair market value of the Minority Occupant's Equity Rights in the Real Property;

3.5.2 The person who has signed this Agreement on behalf of the Party has been duly authorized and empowered, by a resolution or other formal action of the Party, to sign this Agreement on its behalf, and no other or further approval or consent is required to authorize or empower the Party to enter into and perform this Agreement; and

3.5.3 This Agreement and the Equity Purchase contemplated in this Agreement do not and will not violate any agreement, obligation, or court order by which the Party is bound or to which it or its assets is subject.

#### 4. CLOSING THE EQUITY PURCHASE TRANSACTION

4.1 Delivery of Signed Agreement. The last Party to sign this Agreement must deliver to the AOC, within three business days after signing, \_\_\_\_ fully-signed originals of this Agreement.

4.2 When the Equity Purchase Takes Effect. The Equity Purchase will be effective and deemed consummated immediately and automatically upon the Majority Occupant's payment of the Compensation to the Minority Occupant, whether or not the Minority Occupant has then vacated the Real Property.

4.3 When Minority Occupant Must Vacate the Real Property. The Minority Occupant agrees that it will entirely vacate its occupancy of the Real Property by no later than \_\_\_\_\_, 200\_\_. If the Minority Occupant fails to complete its vacation the Real Property by \_\_\_\_\_, 200\_\_ through no fault of the Majority Occupant, the Minority Occupant will be deemed to have fully and forever waived and relinquished its rights, under section 70344(b) of the Act and section 3.3 of this Agreement, to require the Majority Occupant to pay the Minority Occupant's relocation costs.

4.4 Delivery of Possession. When the Equity Purchase has been completed and the Minority Occupant has vacated the Real Property, the Minority Occupant will deliver to the Majority Occupant possession and control of the Equity Rights, and the Minority Occupant will thereafter have no right, claim, or interest in the Equity Rights whatsoever.

## 5. MISCELLANEOUS

5.1 Dispute Resolution. Any dispute between the Parties concerning this Agreement must be resolved under the terms for "Dispute Resolution" in section 11 of the Transfer Agreement.

5.2 Amendments. This Agreement may be amended only by written agreement signed by both of the Parties.

5.3 Waivers. No waiver of any provision of this Agreement will be valid unless it is in writing and signed by both Parties. Waiver by either Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

5.4 Binding Effect. This Agreement binds the Parties and their permitted successors and assigns. The State Parties are intended beneficiaries of all provisions of this Agreement for the benefit of the AOC. Otherwise, this Agreement is for the benefit only of the Parties, and no third parties are intended to be benefited by this Agreement.

5.5 Governing Law. This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State without regard to its conflict of law provisions.

5.6 Construction. The headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement. This Agreement will not be construed against any Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

5.7 Integration. This Agreement and the Transfer Agreement contain the entire agreement of the Parties with respect to the Equity Purchase, and supersede all previous and concurrent communications, understandings, and agreements, whether verbal, written, express, or implied, between the Parties concerning the subject matter of this Agreement.

5.8 Capitalized Terms. Any capitalized terms that are not otherwise defined in this Agreement will have the meanings given to them in the Transfer Agreement.

5.9 Severability. If any term of this Agreement is inconsistent with applicable law, then upon the request of either Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.

5.10 Further Assurances. The County and the AOC agree to cooperate reasonably and in good faith with one another to (1) implement the terms of this Agreement, and (2) consummate the Equity Purchase, and will execute any further agreements and perform any additional acts that are reasonably necessary to carry out the terms of this Agreement.

5.11 Notices. Any notices or other communications to be sent by one Party to the other under this Agreement will be sent and deemed received in accordance with the "Notices" provision of section 12 of the Transfer Agreement.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

I agree to the terms of this Agreement.

APPROVED AS TO FORM:

ADMINISTRATIVE OFFICE OF THE  
COURTS, OFFICE OF THE GENERAL  
COUNSEL

**JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE  
COURTS**

By: \_\_\_\_\_  
Name: Kenneth Levy  
Title: Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Grant Walker  
Title: Senior Manager, Business Services  
Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_, Clerk of the Board

**COUNTY OF SAN MATEO, a political  
subdivision of the State of California**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Manager

**EXHIBIT "A"**

**Copy of Floor Plan**

[see attached]



**ATTACHMENT "4" TO JOA**

**FORM OF TERMINATION OF JOINT OCCUPANCY AGREEMENT**

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

STATE OF CALIFORNIA  
c/o Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Attn: Managing Attorney, Office of General  
Counsel – Real Estate Unit

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

**TERMINATION OF JOINT OCCUPANCY AGREEMENT**

This Termination of Joint Occupancy Agreement ("**Termination**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Judicial Council of California, Administrative Office of the Courts ("**AOC**"), and the COUNTY OF SAN MATEO ("**County**"). The AOC and the County each constitute a "**Party**" and collectively constitute the "**Parties**" to this Termination.

RECITALS

A. On \_\_\_\_\_, 2008, the County and the AOC entered into a Transfer Agreement For The Transfer of Responsibility For Court Facility (the "**Transfer Agreement**"). Under the Transfer Agreement, the County transferred to the AOC responsibility for funding and operation of the Hall of Justice, which is located in a building on certain real property in the City of Redwood City, County of San Mateo, State of California and having a street address of 400 County Center (as more completely described in the Transfer Agreement, the "**Real Property**"). The legal description of the Real Property is attached to this Termination as **Attachment 1**

B. Under the Transfer Agreement, the AOC and the County also entered into a Joint Occupancy Agreement dated \_\_\_\_\_, 2008 ("**JOA**"), setting forth the parties' respective rights and obligations with respect to the shared occupancy and use of the Real Property.

C. To memorialize the parties' respective rights and duties under the JOA, the parties signed a Memorandum of Joint Occupancy Agreement ("**Memorandum**"), which was recorded in the Official Records of the County as Instrument No. \_\_\_\_\_.

D. The JOA has now been terminated by the County and the AOC, and is no longer of any force or effect, except for the terms of the JOA that expressly survive the termination of the JOA.

E. The County and the AOC now wish to record this Termination to memorialize the termination of the JOA and the Memorandum.

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

1. The JOA and the Memorandum are terminated, and are no longer of any force or effect, except for those terms of the JOA that the parties have expressly agreed in writing will survive the termination of the JOA.

2. This Termination is to be recorded in the Official Records of the County with respect to the Real Property, whereupon the Memorandum will automatically be removed as an encumbrance on the title to the Real Property.

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

APPROVED AS TO FORM:  
ADMINISTRATIVE OFFICE OF THE  
COURTS, OFFICE OF THE GENERAL  
COUNSEL

**JUDICIAL COUNCIL OF  
CALIFORNIA, ADMINISTRATIVE  
OFFICE OF THE COURTS**

By: \_\_\_\_\_  
Name: Kenneth Levy  
Title: Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Grant Walker  
Title: Senior Manager, Business Services  
Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_, Clerk of the Board

**COUNTY OF SAN MATEO, a political  
subdivision of the State of California**

By: \_\_\_\_\_  
Deputy

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

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for the State of California, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity on behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

---

NOTARY PUBLIC  
State of California

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, \_\_\_\_\_, a notary public in and for the State of California, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument he/she, or the entity on behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

---

NOTARY PUBLIC  
State of California

**EXHIBIT "1"**

**LEGAL DESCRIPTION OF THE REAL PROPERTY**

## ATTACHMENT "5" TO JOA

### CRITERIA FOR APPROVING COUNTY EMPLOYEES AND COUNTY CONTRACTORS WITH RESPECT TO BACKGROUND CHECKS

No County employee or County Contractor may access or work unescorted in any Restricted Area of the Real Property if any of the following applies to that employee or Contractor:

1. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, moral turpitude, drugs (excluding misdemeanor marijuana convictions), or sexual activity (for a list of crimes constituting moral turpitude, please see **Appendix 1** to this **Attachment "5"**).
2. Any conviction or charge pending court disposition involving a serious felony which is listed in Penal Code section 1192.7(c) or any violent felony which is listed in Penal Code section 667.5(c).
3. Any conviction or charge pending court disposition with respect to felonies or misdemeanors contributing to the delinquency of a minor.
4. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving mob action (a.k.a. gang activity).
5. Any conviction or charge pending court disposition with respect to felonies or misdemeanors involving any crime (other than a minor traffic violation) not included in paragraphs 1 through 4, above, for which the AOC's Emergency & Response Unit ("**ERS**") has not provided a written exemption for that conviction or pending charge.
6. Outstanding bench warrant.
7. Failure to appear in court within six (6) months.

In order to obtain a written exemption with respect to paragraph 5, above, the County must submit all relevant information relating to the conviction or pending charge (e.g. type of offense, date of conviction, and sentence) to the Senior Manager of ERS. The County will not include the name of the employee with this information. After review of the submitted information, the Senior Manager of ERS will notify the County in writing if an exemption for that conviction or pending charge will be provided by the AOC.

For purposes of these criteria, “conviction” includes a verdict of guilty, a plea of guilty, a plea of *nolo contendere*, or a forfeiture of bail in municipal, superior, or federal court regardless of whether sentence is imposed by the court.

## APPENDIX 1 TO ATTACHMENT "5"

The appellate courts have determined that the following crimes are crimes of moral turpitude:

1. Property Crimes. Arson; auto theft; attempted auto theft; burglary (any degree); attempted burglary; embezzlement; forgery; grand theft; receiving stolen property; theft; and vandalism (felony).
2. Assaultive Crimes. Assault by force likely to produce grievous bodily injury; assault with deadly weapon; assault with intent to murder; assault with intent to rape; battery of non-inmate by inmate; battery on peace officer; corporal injury to child; discharge a firearm; false imprisonment; robbery; shooting at inhabited dwelling; and spousal battery.
3. Homicide. Murder; second degree murder; and voluntary manslaughter.
4. Sex Crimes. Assault with intent to rape; indecent exposure; lewd act on child; pimping and pandering; rape; statutory rape; and sexual battery.
5. Escape. Escape with or without violence; and evading a peace officer.
6. Drug Crimes. Maintaining a drug house; possession of heroin for sale; possession of marijuana for sale; sale of drugs; and transportation of controlled substance.
7. Weapons. Felon in possession of firearm; possession or conspiracy to possess illegal firearm; and possession of deadly weapon with intent to assault.
8. Other. Felony drunk driving; felony false imprisonment; felony hit and run; kidnapping; terrorist threat; bribery; extortion; and perjury.