

## RECIPROCAL PARKING AGREEMENT

This RECIPROCAL PARKING AGREEMENT (“**Agreement**”) is made on \_\_\_\_\_ by and between the Judicial Council of California (the “**Judicial Council**”), and the CITY OF MENIFEE, a California municipal corporation (“**City**”), with reference to the following Recitals.

### RECITALS

A. The State of California acting by and through the Judicial Council of California is the owner in fee simple of that certain real property located in the City of Menifee, County of Riverside, State of California, APN Number 360-860-012 (the “**Judicial Council Property**”).

B. The Judicial Council is developing a new courthouse on the Judicial Council Property intended for use by the Superior Court of California, County of Riverside (the “**Courthouse**”), which includes a parking lot for Courthouse visitors and jurors (the “**Court Parking Lot**”) depicted on Exhibit “A” attached hereto and incorporated herein by this reference. As of the date of this Agreement, the Courthouse and Judicial Council Parking Lot are under construction and are anticipated to be complete and opened on or around June 1, 2024.

C. The Judicial Council will finance the construction of the Courthouse through issuance of State Public Works Board (“**SPWB**”) lease revenue bonds (“**Bonds**”) which will be in part secured by site and facility leases between the Judicial Council and SPWB pertaining to the Judicial Council Property (“**Bond Documents**”).

D. City is the owner in fee simple of that certain real property located in the City of Menifee, County of Riverside, State of California, APN Number 360-850-015 (the “**City Property**”).

E. City intends to develop the City Property as the new city hall for the City of Menifee, which will include a paved parking lot on the easterly side of the City Property (the “**City Parking Lot**”) depicted on Exhibit “B” attached hereto and incorporated herein by this reference. As of the date of this Agreement, the City Parking Lot is anticipated to begin construction in or around February of 2024, and to be completed in the final quarter of 2024. The City intends to make the City Parking Lot available for public use once it is complete. The date City provides written notice to Judicial Council that the City Parking Lot is completed and ready for Judicial Council’s use hereunder shall be referred to as the “**City Parking Lot Completion Date.**”

F. City and Judicial Council each agree that this Agreement is intended to be temporarily in place until City opens its new city hall, at which point City anticipates having need for the majority of parking spaces in the City Parking Lot for city hall purposes. Without limiting either City’s or Judicial Council’s right to terminate this Agreement pursuant to Section 2 hereof, Judicial Council is advised that City will likely exercise its discretion to terminate this Agreement when it opens the new city hall.

G. City and Judicial Council may each hereafter be referred to individually as a “**Party**” or collectively as the “**Parties.**” The Judicial Council Property and the City Property may

each hereinafter be referred to individually as a “**Property**” and collectively referred to as the “**Properties**.” The Judicial Council Parking Lot and the City Parking lot may each hereinafter be referred to individually as a “**Parking Lot**” and collectively referred to as the “**Parking Lots**.”

H. The Parties desire to enter into a reciprocal parking agreement whereby each Party shall have a revokable, non-exclusive license to utilize the other Party’s Parking Lot during designated hours, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. Term of Agreement. This Agreement shall become effective on June 1, 2024 (“**Effective Date**”).
2. Termination. Either Party may terminate this Agreement for any reason by giving thirty (30) days’ prior written notice to the other Party.
3. Judicial Council License.
  - 3.1 Judicial Council License Following City Parking Lot Completion Date. Subject to Section 3.2, City hereby grants to Judicial Council a nonexclusive, revokable license (the “**Judicial Council License**”) together with necessary vehicular and pedestrian access thereto between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, inclusive, of each week of the year, except for Judicial Branch holidays available at <https://www.courts.ca.gov/holidays.htm> as the same may be amended from time to time (“**Courthouse Hours**”). The Judicial Council License is intended for use by Courthouse visitors and jurors. The Judicial Council License is restricted to non-business vehicles and is limited to short-term parking purposes and ingress and egress thereto. The Judicial Council License does not provide Judicial Council with a right to use any part of the City Property for any other purpose, including but not limited to staging, construction parking, long-term parking, overnight parking, or event hosting. The actual number of parking spots in the City Parking Lot open for use will vary due to the City Parking Lot being available for public parking.
  - 3.2 Judicial Council License Prior to City Parking Lot Completion Date. Notwithstanding Section 3.1, the Parties acknowledge that the City Parking Lot will be unpaved, unfinished, and part of a construction zone for the city hall project on the City Property as of the Effective Date. Until the City Parking Lot Completion Date, the Judicial Council License shall instead apply to the unfinished portion of the City Property located on the west side of the City Property depicted on Exhibit “C” hereto (“**Unfinished Lot**”) and shall not apply to the City Parking Lot. Judicial Council acknowledges that to the extent it uses the Unfinished Lot, it hereby waives and releases City from all risk and liability associated with Judicial Council’s use of the Unfinished Lot, except to the extent arising from City’s gross negligence or willful misconduct. City shall not be responsible for any maintenance or repair of the Unfinished Lot notwithstanding any other provision of this Agreement. Furthermore, City shall not be responsible to guarantee any number of unreserved

parking spaces in the Unfinished Lot, as parking availability will vary during the construction period. Upon prior written approval from the City Manager or designee, Judicial Council may, at its sole risk and expense, install a sign at the entrance to the Unfinished Lot posting the hours and days Courthouse visitors and jurors are permitted to park there (the “Sign”). Prior to installation, the proposed design and location of the Sign shall be submitted for the reasonable review and approval of the City Manager or designee. The Sign must (a) comply with all City laws and design standards related to signs, and (b) not imply a prohibition against other parking users in the Unfinished Lot. This Section shall automatically terminate and be of no further force and effect upon the City Parking Lot Completion Date.

4. City License.

- 4.1 Grant of License. Judicial Council hereby grants to City a nonexclusive, revokable license (the “**City License**”) to park in the Court Parking Lot together with necessary vehicular and pedestrian access thereto from 5:00 P.M. to 2:00 A.M. each day of the year. The Judicial Council License and City License may each individually be referred to as a “**License**” and collectively as the “**Licenses.**” The City License is intended for use by visitors to events conducted in Meniffee Central Park located near the Properties. The City License is restricted to non-business vehicles and is limited to short-term parking purposes and ingress and egress thereto. The City License does not provide City with a right to use any part of the Judicial Council Property for any other purpose, including but not limited to staging, construction parking, long-term parking, overnight parking, or event hosting.
- 4.2 Subordination to Bond Documents. City acknowledges that the Judicial Council intends to finance the construction of the Courthouse Project through issuance of SPWB Bonds which will in part be secured by the Bond Documents, including any and all amendments, extensions, renewals modifications, refinances, and replacements of the Bond Documents. The City License is subordinate to each and all of the Bond Documents, and City will coordinate with and take reasonable direction from the Judicial Council to ensure the exercise of rights under the City License is consistent with the Bond Documents. Further, City covenants and agrees that it will coordinate with and take reasonable direction from the Judicial Council to ensure its exercise of rights under the City License do not materially impair the Judicial Council and SPWB’s quiet enjoyment and beneficial use of the Property and the Courthouse Project, at any time during the term of the Bond Documents. Nothing in this Paragraph shall be construed to impose any obligations under the Bond Documents on City or oblige City to any party other than the Judicial Council under this Agreement. If City reasonably believes that the Judicial Council’s directions pursuant to the Bond Documents prevent the City from effectively exercising the City License, City may terminate this Agreement by providing ten (10) days’ written notice to the Judicial Council.

5. Reserved Parking. The Licenses shall not apply to parking designated as reserved or otherwise unavailable for unreserved use, provided that at least one hundred (100) unreserved parking spots shall be provided in each Parking Lot. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to require either Party to ensure that at least one hundred (100) unreserved parking spots are open for License use so long as such unreserved parking spots are provided on a first-come first-served basis. This Section shall not apply to the license granted by Section 3.2.
6. Reserved Rights. Judicial Council as to the Judicial Council Property and City as to the City Property reserve the right to use their Property for all legal purposes, including parking in the unreserved spaces in the Parking Lot thereupon.
7. Parking Rules and Closures. Judicial Council for the Judicial Council Property and City for the City Property may establish reasonable rules and restrictions for use and parking on the respective Properties, and each Party shall comply with such rules when exercising their rights under the Licenses. However, neither Party shall close the unreserved portion of the Parking Lot owned by that Party or permit any barrier to be put up on any portion of the unreserved parking in the Parking Lot owned by that Party without the prior written consent of the other Party. Notwithstanding the foregoing, Judicial Council for the Judicial Council Property and City for the City Property may temporarily close or limit access to any portion of the Parking Lot on that Party's Property at any time in the event of an emergency which, in that Party's reasonable discretion, would endanger persons or property, and requires immediate closure or limitation. Each Party shall endeavor to provide the other Party with notice of any emergency limitation or closure contemplated hereunder within a reasonable time following such limitation or closure.
8. Obligation to Maintain. Each Party, at its sole cost and expense, shall maintain the Parking Lots in good order, condition, and repair. This Section shall not apply to the license granted by Section 3.2.
9. Insurance.
  - 9.1 City Insurance. City for the City Property shall, at its sole cost and expense obtain and keep in full force at all times, a policy or policies (which may be a combination of primary coverage and umbrella policies) of commercial general liability insurance written on an occurrence form with limits of not less than \$2,000,000 per occurrence and a \$2,000,000 annual aggregate limit of liability. The policy or policies shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability. City, at its sole cost and expense shall obtain and keep in full force and effect at all times, an "all-risk" coverage insurance against loss or damage to City Parking Lot from fire, windstorm, and hail and damage by such other further and additional risks as may now or hereafter be covered by the all risk/special form of property insurance policy, with claims to be valued on a repair or replacement cost basis. City for the

City Property and Judicial Council for the Judicial Council Property agree to cooperate in good faith in resolving any claims for insurance proceeds in the event of any damage or insured casualty to the Parking Lots, and to use such insurance proceeds to repair promptly any damage to the Parking Lots, as applicable, following an insured casualty. Upon request from the Judicial Council, City shall provide the Judicial Council with a certificate of insurance or alternative evidence of insurance in a form reasonably acceptable to the Judicial Council.

9.2 Judicial Council Insurance. City acknowledges and accepts that Judicial Council does not maintain commercial insurance coverage for property, general liability, or motor vehicle claims, but instead addresses claims through its litigation management program authorized by Government Code section 912.7 and undertaken pursuant to rules 10.201 and 10.202 of the California Rules of Court. A Certificate of Participation for Licensee's litigation management program is attached hereto as Exhibit "D" and incorporated herein by reference.

10. No Representations or Warranties. The Parties each acknowledge and agree that neither Party makes any representation or warranty whatsoever that the Parking Lots are adequate or safe for the uses intended by each Party granted a license hereunder; and City for the City License, and Judicial Council for the Judicial Council License each assume all risks in this regard. This Agreement does not impose any security obligation on either Party and each Party's use of the Parking Lots is at that Party's sole risk.

11. Indemnification.

11.1 City Indemnification. To the fullest extent permitted by law, City shall indemnify, protect, hold harmless, and defend (with counsel reasonably acceptable to the Judicial Council), the Judicial Council and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation) of whatever kind and nature ("Claims") arising from (a) use of or incidents on the City Parking Lot, or (b) City's breach of this Agreement, except to the extent arising out of the gross negligence or willful misconduct of the Judicial Council or any of its officers, employees, officials, volunteers, or agents. This Subsection 11.1 shall not apply to Claims arising from the Judicial Council's use of the Unfinished Lot.

11.2 Judicial Council Indemnification. To the fullest extent permitted by law, the Judicial Council shall indemnify, protect, hold harmless, and defend (with counsel reasonably acceptable to the City), the City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims arising from (a) use of or incidents on the Court Parking Lot, (b) the Judicial Council's breach of this Agreement, or (c) the Judicial Council's use of the Unfinished Lot, except to the extent arising out of the gross negligence or willful

misconduct of the City or any of its officers, employees, officials, volunteers, or agents.

12. Default, Cure. In the event that either Party fails to comply with its obligations under this Agreement (“**Defaulting Party**”), the other Party (“**Non-Defaulting Party**”) may deliver notice to the Defaulting Party setting forth in reasonable detail the default alleged. The Defaulting Party shall cure the default within thirty (30) days of receipt of such notice. If the Defaulting Party fails to cure the default, the Non-Defaulting Party may terminate this Agreement at the end of the thirty (30) day period by providing written notice to the Defaulting Party.
13. No Liens or Encumbrances. Neither Party shall create or cause to be imposed, claimed, or filed upon the other Party’s Property or any portion thereof, or upon the other Party’s interest therein, any lien (including mechanic’s liens), charge or encumbrance whatsoever. Section 11, Indemnification, shall specifically apply to a Party’s failure to comply with this Section. In the event a Party causes a lien or encumbrance to attach to the other Party’s Property in violation of this Section, said Party shall promptly cause such lien or encumbrance to be discharged at its sole cost. If a Party fails to comply with the preceding sentence, the other Party may cause the lien or encumbrance to be discharged and charge the failing Party the cost of reimbursement of all costs and expenses associated with discharging the lien or encumbrance, together with interest thereon not to exceed three percent (3%) per annum, or the maximum amount permitted by applicable law, whichever is lower, until paid.
14. Notices. Notices required to be delivered under this Agreement or under applicable law shall be personally delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the third business day following dispatch. Notices delivered by e-mail shall be effective the following day, provided there is confirmation of receipt of said e-mail by the Party sending the e-mail. Notices shall be delivered to the following addresses, which may be changed from time to time upon written notice to the other Party:

To City:                      City of Menifee  
   Attn: Rebekah Kramer  
   29844 Huan Rd  
   Menifee CA, 92586  
   e-mail: [rkramer@cityofmenifee.us](mailto:rkramer@cityofmenifee.us)

With a copy to:              Rutan & Tucker, LLP  
   Attn: Jeffrey T. Melching  
   18575 Jamboree Rd., 9th Floor  
   Irvine, CA 92612  
   e-mail: [jmelching@rutan.com](mailto:jmelching@rutan.com)

To Judicial Council  
Judicial Council of California  
Facilities Services  
Attention: Associate Facilities Analyst  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: 916-643-8067  
e-mail: JCCRealEstate @jud.ca.gov |

With a copy to: Judicial Council of California  
Facilities Services  
Attention: Manager, Real Estate  
2860 Gateway Oaks, Suite 400  
Sacramento, CA 95833  
Voice: 916-263-7999

15. Law, Venue. This Agreement is governed by the laws of the State of California. Any action to enforce the rights and obligations of the Parties hereunder shall be commenced in the courts of competent jurisdiction in Riverside County, California.
16. Force Majeure. If the performance of any act required by this Agreement to be performed by either Party is prevented or delayed by reason of any act of God, strike, lockout, pandemic, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the Party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.
17. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
18. No Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. This Agreement shall immediately terminate if the State of California acting by and through the Judicial Council is no longer the owner in fee simple of the Judicial Council Property, or if City is no longer the owner in fee simple of the City Property.
19. Attorneys' Fees. In the event of any litigation or arbitration between the parties hereto with respect to the subject matter hereof, the unsuccessful party to such litigation or arbitration shall reimburse the successful party for the reasonable costs and expenses, including court costs and attorneys' fees, incurred by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such litigation or arbitration.
20. Authority. Each Party represents and warrants to the other that said Party has full right and authority to enter into this Agreement, and that said Party's entry into this Agreement does not require permission or consent of any third party and does not violate any other agreements to which said Party is bound.

21. Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and shall not be affected, impaired or invalidated thereby.
22. Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between the Parties shall survive the expiration or termination of this Agreement.
23. No Partnership or Joint Venture. Nothing in this Agreement shall be construed to render the Parties in any way or for any purpose a partner, joint venturer, or associate in any relationship with one another, nor shall this Agreement authorize either Party to act as an agent for the other.
24. Rights and Remedies Cumulative. The rights and remedies herein provided are cumulative and not exclusive of any available to a Party at law or in equity.
25. Administration of Agreement.
  - 25.1 Judicial Council Administration. The Judicial Council Contract Manager or authorized designee shall have the authority to execute this Agreement and any other documents or approvals necessary to effectuate the purpose of this Agreement on behalf of Judicial Council and may administratively approve and execute amendments hereto which do not, in the Judicial Council Contract Manager's discretion, result in material changes to the rights or obligations of the Parties hereunder.
  - 25.2 City Administration. The City Manager or authorized designee shall have the authority to execute this Agreement and any other documents or approvals necessary to effectuate the purpose of this Agreement on behalf of City and may administratively approve and execute amendments hereto which do not, in the City Manager's discretion, result in material changes to the rights or obligations of the Parties hereunder. The City Manager may refer any matter subject to the City Manager's or authorized designee's approval to the City Council.
26. Recitals and Exhibits. The Recitals and Exhibits to this Agreement are incorporated herein by this reference.
27. Counterparts and Electronic Execution. This Agreement may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this Agreement may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[Signatures on following page]

CITY OF MENIFEE,  
a California municipal corporation

JUDICIAL COUNCIL OF CALIFORNIA

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

  
\_\_\_\_\_  
By: Stephen Saddler  
Title: Manager, Contracts  
Dated: February 28, 2024

ATTEST:

\_\_\_\_\_  
By: Sarah Manwaring  
Title: City Clerk

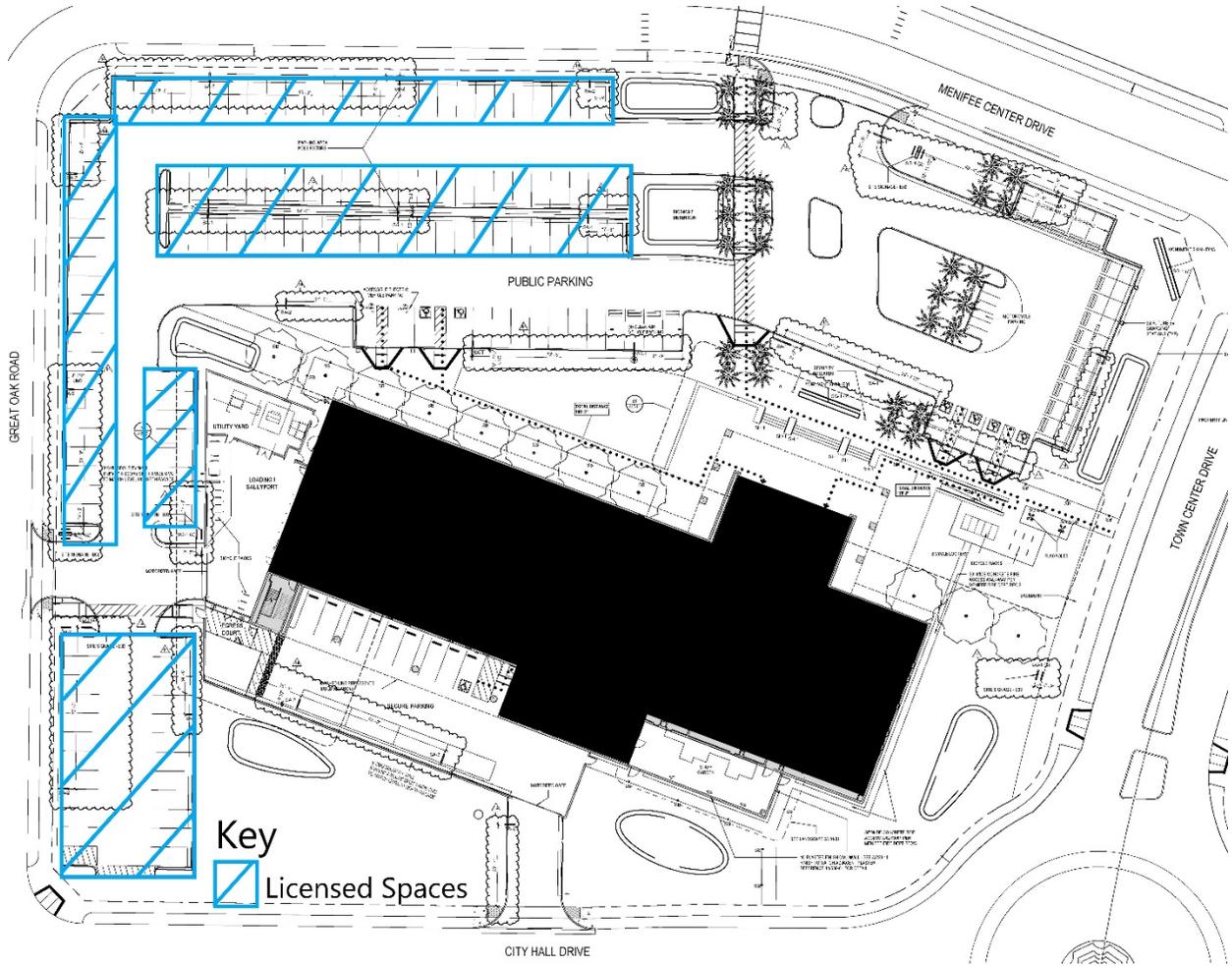
APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Jeffrey T. Melching  
Title: City Attorney

  
\_\_\_\_\_  
By: Erin E. Stagg  
Title: Attorney

**Exhibit "A"**  
**Depiction of Judicial Council Parking Lot**







**Exhibit “D”**

**CERTIFICATE OF PARTICIPATION**

**[See Next Pages]**



## JUDICIAL COUNCIL OF CALIFORNIA

2860 Gateway Oaks Drive, Suite 400 • Sacramento, California 95833-4336

Telephone 916-263-7885 • Fax 916-263-1966 • TDD 415-865-4272

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### MEMORANDUM

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<b>To</b> City of Menifee	<b>Action Requested</b> Please Review and Retain
<b>From</b> Maggie W. Stern, Attorney Legal Services	<b>Deadline</b> N/A
<b>Subject</b> Certificate of Participation: California Judicial Branch Litigation Management Program	<b>Contact</b> Maggie W. Stern 916-643-8040 maggie.stern@jud.ca.gov

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#### **A. Purpose of Memo**

Please retain this memo as your proof of the Judicial Council and Superior Court of California, County of Riverside's ("Court") participation in the Litigation Management Program of the judicial branch of the State of California.

#### **B. Overview**

The Judicial Council and Court are each an entity of the judicial branch of the State of California. The Judicial Council of California established the Litigation Management Program

to address litigation and claims against judicial branch entities,<sup>1</sup> including the superior courts. The program is administered pursuant to statutes and rules of court governing the management of litigation and claims against California judicial branch entities and judicial officers.

### **C. Applicable Statutes**

Sections 811.9 and 912.7 of the Government Code codify the responsibility of the Judicial Council to provide representation, defense, and indemnification of the trial courts, and their judges, subordinate judicial officers, executive officers, and employees, in accordance with sections 810 through 995 of the Government Code. Section 965(c) codifies the responsibility of the State of California to pay settlements and judgments arising out of the activities of a judicial branch entity.

### **D. Applicable Rules of Court**

The Litigation Management Program is administered in accordance with rules 10.14, 10.201, 10.202 and 10.203 of the California Rules of Court, which are promulgated under sections 811.9 and 912.7 of the Government Code. The rules require the Judicial Council's Legal Services office to manage and administer a program for investigating and resolving all claims and lawsuits affecting the courts.

### **E. Duration of Superior Court's Participation**

The Judicial Council and Court's participation in the Litigation Management Program is mandatory and continues without interruption in accordance with the statutes and rules of court.

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<sup>1</sup>“Judicial branch entities” are defined in section 900.3 of the Government Code as including the superior courts, the Courts of Appeal, the Supreme Court, and the Judicial Council of California. The requirements for actions against public employees, as set forth in sections 950 through 951 of the Government Code, apply to actions against employees of those judicial branch entities.