

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

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Report

TO: Members of the Judicial Council

FROM: Administrative Office of the Courts
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DATE: November 1, 2005

SUBJECT: Trial Court Facilities: Approval of SB 1732 Transfer Implementation
Procedures – Action Required

Issue Statement

The Trial Court Facilities Act of 2002 (Sen. Bill 1732), Section 70332, specifies that “The Judicial Council, in consultation with the Department of Finance and the trial courts, and the California State Association of Counties [CSAC], in consultation with the Department of Finance and the counties, shall develop the procedures for implementing the transfer of responsibility for court facilities from the counties to the state as set forth in this article.” In support of this responsibility of the Judicial Council, the Office of Court Construction and Management (OCCM) of the Administrative Office of the Courts (AOC) has developed the document *Procedures for Implementing the Transfer of Trial Court Facilities from the Counties to the State of California Pursuant to the Trial Court Facilities Act of 2002 – SB 1732 (Escutia)* (“*Implementation Procedures*”) and submits it to the council for approval.

Recommendation

The Interim Court Facilities Panel and AOC staff recommend that the Judicial Council approves the attached *Procedures for Implementing the Transfer of Trial Court Facilities from the Counties to the State of California Pursuant to the Trial Court Facilities Act of 2002 – SB 1732 (Escutia)* (“*Implementation Procedures*”) for use in the transfer of trial court facilities from the counties to the state.

Rationale for Recommendation

The Office of Court Construction and Management of the AOC developed the attached document in conjunction with the staff of CSAC and the state Department of Finance. Earlier drafts of the procedure have been used to guide negotiations for the transfer of

trial court facilities, and improvements have been made as experience in the practical aspects of implementing the transfers has become known. The attached document represents the outcome of that effort. At its October 20 meeting, the Interim Court Facilities Panel recommended that the council approve the document.

Comments from Interested Parties

There has been no formal solicitation of comments from the courts or public. Earlier drafts of the procedure, containing all of the essential elements of the document presented here for approval, have been used in negotiations between the AOC, in consultation with the courts, and the counties. In addition, earlier drafts of the document have been posted on the publicly-accessible Web site for the transfer effort (www.crefg.com) since March 2004. Comments and suggestions made by the courts and counties during these negotiations have been incorporated, at the discretion of staff CSAC and the AOC, into the procedure.

Implementation Requirements and Costs

None in addition to the already-budgeted facility transfer effort.

Attachment

Procedures for Implementing the Transfer of Trial Court Facilities from the Counties to the State of California Pursuant to the Trial Court Facilities Act of 2002 – SB 1732 (Escutia) (“Implementation Procedures”)

**PROCEDURES FOR IMPLEMENTING THE TRANSFER OF TRIAL COURT
FACILITIES FROM THE COUNTIES TO THE STATE OF CALIFORNIA PURSUANT
TO THE TRIAL COURT FACILITIES ACT OF 2002 – SB 1732 (ESCUZIA)
("IMPLEMENTATION PROCEDURES")**

**PROCEDURES FOR IMPLEMENTING THE TRANSFER OF TRIAL COURT
FACILITIES FROM THE COUNTIES
TO THE STATE OF CALIFORNIA
PURSUANT TO THE TRIAL COURT FACILITIES ACT OF 2002 – SB 1732**

INTRODUCTION..... 1

SECTION 1. Definitions..... 2

SECTION 2. Statement of Purpose. 3

SECTION 3. Notices. 3

SECTION 4. Negotiation Logistics. 3

SECTION 5. Negotiation Process..... 5

SECTION 6. Due Diligence..... 8

SECTION 7. Identifying Historical Buildings..... 9

SECTION 8. Process for Rejection of a Court Facility. 10

SECTION 9. Transfer Agreement. 10

SECTION 10. Final Agreement Reached By Parties. 11

SECTION 11. No Agreement Reached By Parties..... 11

SECTION 12. Presentation of Title Transfers to the State Public Works Board. ... 12

SECTION 13. Costs and Expenses. 13

SECTION 14. County Facilities Payment..... 13

SECTION 15. Local Courthouse Construction Fund Report..... 13

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Deleted: 9

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INTRODUCTION

Section 70332 of the Act requires the Judicial Council of California in consultation with the Department of Finance and the trial courts, and the California State Association of Counties in consultation with the Department of Finance and the Counties, to develop the procedures for implementing the Transfer of Court Facilities from the Counties to the State as set forth in the Act.

SECTION 1. Definitions.

1.1. "Act" means the Trial Court Facilities Act of 2002 (Stats. 2002, ch. 1082 (Sen. Bill No. 1732 (Escutia)), Government Code section 70301 *et seq.*

1.2. "AOC" means the Administrative Office of the Courts.

1.3. "CFDRC" means the Court Facilities Dispute Resolution Committee established pursuant to section 70303 of the Act.

1.4. "Council" means the Judicial Council of California.

1.5. "County" and "Counties" means each and all of the 58 counties of the State.

1.6. "County Facilities Payment" means the county facilities payment to be calculated and paid by the Counties as described in Article 5 of the Act, commencing with section 70351.

1.7. "Court Facility" and "Court Facilities" mean each and every trial court facility as defined in section 70301(d) of the Act located in each of the Counties, which are the subject of the Act.

1.8. "CSAC" means the California State Association of Counties.

1.9. "DOF" means the California Department of Finance.

1.10. "Historical Building" means a building containing Court Facilities as defined in section 70301(f) of the Act.

1.11. "Party" means each, and "Parties" means both, of the Council and the County as parties to the negotiations for the Transfer of each Court Facility from the County to the State.

1.12. "Procedures" means the provisions herein for implementing the Transfer of each Court Facility from a County to the State pursuant to the Act.

1.13. "PWB" means the State Public Works Board as codified at Government Code section 15770 *et seq.*

1.14. "State" means the state of California.

1.15. "Transfer" means transfer of responsibility for funding and operation of Court Facilities to the Council and/or the State, as provided by Article 3 of the Act, commencing with section 70321. As provided in the Act, a Transfer may or may not be evidenced by a transfer of title to the building containing the Court Facilities.

1.16. "Transfer Agreement" means the written Transfer Agreement to be negotiated and entered into by and between the Council and each County with respect to the Transfer of each Court Facility.

SECTION 2. Statement of Purpose.

Pursuant to section 70332 of the Act, the Council, in consultation with the DOF and the trial courts, and CSAC in consultation with the DOF and the Counties, are required to develop these Procedures for implementing the Transfer of all Court Facilities from the Counties to the State. As reflected in the legislative findings and declarations of the Act, the Transfer of Court Facilities is intended to foster and promote the principles of fairness, efficiency, access, and justice in the administration of the State judicial system for the benefit of the citizens of the State. These Procedures have been developed with these guiding principles in mind and are intended to assist the Parties in establishing a common understanding of the Transfer process and to promote cooperation, efficiency, fairness, and cost savings in connection with the Transfer process.

SECTION 3. Notices.

All notices and communications required to be sent to a Party pursuant to these Procedures shall be sent in writing only to the lead negotiator, or other person, designated by each Party by personal delivery (including overnight courier service), certified U.S. mail (postage pre-paid, return receipt requested), facsimile transmission, or e-mail, sent to the designated representative(s) of the Parties at the addresses, fax numbers, or e-mail addresses provided. The lead negotiator for each Party shall be responsible for sharing the information contained in formal notices with the other members of such Party's negotiating team, as each lead negotiator deems appropriate.

SECTION 4. Negotiation Logistics.

4.1. Designated Negotiating Representatives.

(a) Prior to the commencement of negotiations for the Transfer of the Court Facilities, each Party shall provide written notice to the other Party of its designated negotiating representatives pursuant to section 70321 of the Act, and the applicable name, title, address, telephone, facsimile numbers, and e-mail addresses for each designated representative. Each Party

may change or add to its designated representatives by written notice to the other Party. The AOC shall provide a written notice to the presiding judge of the superior court of each county for the court to designate the court's member(s) to provide consultation to the AOC throughout the transfer negotiation process.

(b) If a Party designates more than one negotiating representative, such Party shall also select one (1) person to act as the lead negotiator on behalf of such Party. The lead negotiator shall serve as the primary contact person on behalf of his or her Party for the coordination of communications and exchange of information with the other Party. Notwithstanding the foregoing, this provision is not intended to discourage or limit the ability of any of the participants in the negotiations to fully engage in the negotiation process and openly communicate with the other participants.

4.2. Location for Negotiations.

(a) The Parties shall mutually agree upon a suitable location or locations where the Parties shall meet to negotiate the terms and conditions of the Transfer of each Court Facility.

(b) The Parties shall also take into consideration whether any meetings should be held at a specific Court Facility, which is the subject of the negotiation, for the limited purpose of better understanding any on-site conditions (e.g., status of pending projects, physical layout, historical building status) in order to facilitate the negotiations between the Parties.

(c) These Procedures do not preclude the Parties or their authorized representatives from negotiating by teleconference or videoconference if the Parties agree to do so.

4.3. Meeting Attendees.

Each Party may include on its negotiating team such persons as each Party deems necessary, including staff, outside counsel, and consultants. Each Party shall provide to the other Party, in accordance with the formal notice requirements, a written list of the names and titles of all persons attending each negotiating session on behalf of such Party.

4.4. Pre-Initial Meeting Conference Call.

(a) Prior to the initial negotiation meeting, the lead negotiators may participate in a conference call to discuss any preliminary issues relating to the Transfer of the Court Facilities, including, but not limited to, the location of negotiating sessions, issues relating to these Procedures, the designation of lead negotiators, the need for any special accommodations relating to the meeting facilities, timing and anticipated duration of negotiation meetings, and negotiation goals.

(b) Prior to the initial negotiation meeting, the AOC lead transfer designee and court designee shall discuss any preliminary issues relating to the Transfer of the Court Facilities, including, but not limited to, the location of negotiating sessions, issues relating to these Procedures, the addition of other team members, the need for any special accommodations relating to the meeting facilities, timing and anticipated duration of negotiation meetings, and negotiation goals.

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(c) Following the conference call (or if no conference call takes place, prior to the initial negotiation meeting), the Parties shall agree on the agenda for the initial meeting, which may include introduction of the Transfer process, identification of the Court Facilities subject to Transfer, establishment of initial milestones for the Transfer process, discussion of the expectations and requirements of the Parties throughout the Transfer process, and any issues agreed upon by the Parties during any conference call described in Paragraph 4.4(a).

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4.5. Further Negotiation Meetings.

(a) The Parties may agree upon an agenda in connection with any further negotiation meetings, which the AOC shall prepare and distribute in any manner permitted by Paragraph 3.1 above.

(b) The Parties shall meet at the time, date, and location set by the Parties pursuant to Paragraph 4.2 above, to the extent reasonably practicable. The purpose of the meeting will be to discuss the issues and items on the agenda, to determine what progress has been made with respect to the milestones schedule, to determine a new milestones schedule for the next negotiation meeting, and to schedule the anticipated date and location of the next negotiation meeting.

4.6. Duration of Negotiation Meetings. The duration of the initial meeting shall generally be one (1) business day or less, as necessary, and any negotiation meetings after the initial meeting shall be determined by mutual agreement of the Parties. The Parties may also agree to adjourn or postpone a negotiation meeting to a later date to allow for additional time to complete any items on the milestones schedule and/or to address any specific issues which the Parties agree will be more productively addressed outside of a formal negotiation meeting, by subcommittee, or otherwise.

4.7. Negotiation Sub-committees. From time to time, the Parties may mutually agree to convene negotiation sub-committees to address and negotiate discrete and specific issues relating to the Transfer of any Court Facility.

SECTION 5. Negotiation Process.

5.1. Overview. The Parties will be guided by (but not bound to) the following process in negotiating the Agreements:

The AOC and the County shall hold an initial negotiation meeting (described more fully in Paragraph 5.2 below) to address the issues on the agenda for such meeting prepared by the AOC in accordance with Paragraph 4.4(b) of these Procedures.

Following this initial meeting, the AOC and its consultants shall investigate and inspect the Court Facilities that are subject to Transfer and collect and review information from the Counties related thereto. (This due diligence process is more fully described in Paragraph 6 below.)

Once the AOC has collected sufficient information to assess the AOC's position with respect to whether and how each Court Facility in the County should Transfer, the Parties shall meet to negotiate the terms of the Transfer Agreement for each Court Facility in the County. Depending upon the number of Court Facilities in a County, the Parties may agree to commence negotiations as to some of the Court Facilities while continuing the due diligence process as to the other Court Facilities.

When the Parties reach agreement as to the terms for a Transfer Agreement for a particular Court Facility, the Parties shall memorialize such agreed upon terms in writing pursuant to Paragraph 9.

5.2. Initial Negotiation Meeting.

(a) The initial negotiation meeting will generally address the items set forth on the agenda described in Paragraph 4.4(b) above, and other preliminary issues with respect to the conduct of the negotiations, including without limitation the following:

(i) Introduction of the participants for both Parties; identification of the individuals who will be responsible for key tasks (e.g. consultants and facility managers who will accomplish due diligence, counsel who will draft Transfer Agreements); determination, if desired, of organizational structure for conducting negotiations (e.g., subcommittees for specified issues or groups of Court Facilities);

(ii) Discussion of the anticipated transaction structure for each Court Facility;

(iii) Status review of any due diligence completed to date, including delivery of property documents, title reports, physical inspections, and seismic evaluations relating to the Court Facilities;

(iv) Development of an initial schedule of milestones relating to the progress of the negotiation, the completion of

outstanding due diligence investigations, exchange of information affecting the Transfer of each Court Facility, and the anticipated date that the initial draft of the Transfer Agreement for each Court Facility will be completed;

(v) Review and discussion of the forms and instructions for calculating the County Facilities Payment;

(vi) Coordination of the phasing of, and timetable for, negotiations, completion of tasks, and approval of documents with respect to the Transfer of the Court Facilities within the subject County, as appropriate;

(vii) Discussion of the timing, process, and format for the County's reporting of all receipts and expenditures from its Courthouse Construction Fund established pursuant to Government Code section 76100 for the period from January 1, 1998 to the earlier of (A) the date of transfer of the County's Courthouse Construction Fund to the State Court Facilities Construction Fund, or (B) December 31, 2005, pursuant to section 70403 of the Act, and where applicable, for updating such information thereafter pursuant to section 70403(b) of the Act; and

(viii) Discussion of any other issues specific to each Court Facility.

At the conclusion of the initial negotiation meeting, and at the conclusion of each subsequent negotiation meeting, the Parties may agree upon a proposed date and time for the commencement of the next negotiation meeting in accordance with the schedule developed by the Parties for the conduct of the negotiations. In determining such proposed date, the Parties may consider the amount of time needed to complete any items on the schedule of milestone goals developed by the Parties which are necessary to enable the Parties to proceed productively at the next scheduled negotiation meeting. At any time, the Parties may schedule interim meetings and/or conference calls or exchange written communications by mail, facsimile, e-mail, or other electronic means, to update each other concerning the status of ongoing efforts, or to resolve outstanding issues.

5.3. Summary of Negotiation Meetings. Reasonably promptly after the conclusion of each negotiation meeting, the AOC may prepare and distribute to the lead negotiator for the County a meeting report summarizing the principal substantive matters discussed and/or agreed upon at the negotiation meeting. The meeting report summary may include a brief description of the tentative or final agreements reached at the negotiation meeting between the AOC and the County with respect to: due diligence milestones; actions to be taken by the Parties; materials to be provided by the Parties to each other prior to the next scheduled meeting; agenda items for the next scheduled meeting; the agreed time, date, and location for the next scheduled meeting; and any other significant assignments, agreements, or issues arising from the meeting.

5.4. Timeliness. Timeliness is important in connection with negotiating and implementing the Transfer of each County's Court Facilities in order to accomplish the Transfers within the period prescribed by section 70321 of the Act. Accordingly, each County and the AOC shall endeavor to move each phase of the negotiation process forward in the most timely and cost-efficient manner possible. In the absence of material unforeseen circumstances that might prevent a Party from meeting its obligations during the course of negotiations, each Party will be expected to abide by the schedules established by the Parties for due diligence, negotiation milestones, review of and responses to the draft Transfer Agreement, and attendance at negotiation meetings. Each Party will also be expected to commit the time and personnel necessary to complete the negotiation process as quickly and efficiently as possible.

SECTION 6. Due Diligence.

6.1. At or prior to the initial negotiation meeting, the AOC shall deliver to the County a comprehensive due diligence list identifying all due diligence inspections and investigations that may be conducted by the AOC, and the documents and information that are to be provided by the County with respect to each Court Facility. Each County shall cooperate in good faith with the AOC to provide the AOC and its consultants with access to the Court Facilities, the buildings in which they are located, the existing or proposed Court parking, and the land on which the building and/or the existing or proposed Court parking is/are located (if applicable), at such times as the AOC may reasonably require in order to conduct and complete the necessary due diligence inspections of such Court Facilities, buildings, land, and parking. Such cooperation shall include obtaining any consent required from the County's landlord, other occupants of the building, or other third parties from whom such consent is required (if applicable).

6.2. Unless the AOC and the County otherwise agree, the AOC shall be entirely responsible to pay the cost of the due diligence inspections of the Court Facilities and the buildings in which they are located, except for the following costs that will be paid by each County: the compensation of any County employees, agents, or contractors who perform due diligence activities; any cost in connection with obtaining any consent for the AOC's access to, or inspection of, any part of the building, the land and/or the existing Court parking; the cost of all consultants retained by the County in respect of the due diligence process; and the costs of delivering or transmitting due diligence materials to the AOC or its designated consultants.

6.3. If the AOC or its consultants undertake any exploratory or invasive due diligence inspections involving physical alterations to, or construction activities in, the Court Facilities, the building, or the land, the County shall cooperate with the AOC in the execution of a written license agreement to cover the inspections. Such written license agreement shall address, at a minimum: (1) the risk allocation set forth in Section 6.4 below; (2) a hold

harmless and indemnification clause to protect the County from all personal injury and property damage arising from the inspection activities of the AOC due diligence representatives, which obligation shall only survive until the consummation of the Transfer for the Court Facility in question; (3) the rights of the County to the inspection results; (4) any desired confidentiality provision consistent with State law; and (5) any other matters deemed relevant by the Parties.

6.4. The AOC shall be solely responsible for the cost to repair any damage to the Court Facility, the building, the land and/or the existing Court parking that is caused by any exploratory or invasive due diligence inspections conducted by, or on behalf of, the AOC; provided, however, that the AOC shall not be responsible for any costs incurred by the County in connection with performing or repairing any damage caused by any work performed by the County or its contractors or agents without the express written assumption of such costs by the AOC.

6.5. A County representative with knowledge of, and familiarity with, the building in which Court Facilities are located, shall accompany the AOC representatives during any due diligence inspections of the Court Facilities, the building, the land and/or the existing Court parking.

6.6. Upon written request by the County, the AOC shall deliver to the County Counsel copies of any final inspection reports or written assessments of any Court Facilities, or the buildings in which they are located, relating to life, safety, or health, or environmental conditions, as and when available.

SECTION 7. Identifying Historical Buildings.

7.1. If the County considers a particular building containing Court Facilities to be a Historical Building, the County shall provide the following to the AOC:

Evidence that the County board of supervisors has identified the building containing the Court Facilities as a Historical Building; and

Documentation demonstrating that the building is either a "qualified historical building or structure" as defined in section 18955 of the Health and Safety Code, or is a building eligible for inclusion on the National Register of Historic Places under section 470a of Title 16 of the United States Code.

7.2. The County shall also inform the AOC whether the County intends to transfer title to such building to the State pursuant to section 70329 of the Act and, if not, whether the County intends to make the Court Facilities within the building available to the Council for court use.

SECTION 8. Process for Rejection of a Court Facility.

8.1. The AOC shall notify the County in writing immediately after the AOC makes a preliminary determination that any Court Facility is not acceptable for Transfer to the Council or the State pursuant to the Act. Such written notice shall include, at a minimum, a detailed explanation of why the Court Facility is not acceptable for Transfer.

8.2. If the County disagrees with the AOC's preliminary determination that a Court Facility is not acceptable for Transfer, the County shall provide the AOC with a detailed explanation of why the County disagrees with the AOC's determination. Thereafter, the Parties shall attempt to meet and confer to discuss the reasons for the AOC's determination and the basis for the County's dispute in an attempt to resolve the issues so that Transfer of the Court Facility can occur.

8.3. If the Parties are not able to resolve the issues, then each Party shall submit its position to the CFDRRC pursuant to section 70332 of the Act. Following the final determination of the CFDRRC process, the AOC shall follow the requirements of Paragraph 11.3 of these Procedures.

SECTION 9. Transfer Agreement.

9.1. Drafting of Transfer Agreement. The AOC shall prepare the initial draft of the Transfer Agreement for the Transfer of each Court Facility and distribute such draft as soon as reasonably possible.

9.2. County Review and Response. The County shall have an opportunity to comment and respond in writing to the draft Transfer Agreement prior to the commencement of the next negotiation session. In order to facilitate prompt review, the County may deliver concurrently to the AOC's counsel an electronic copy of the County's comments along with a response identifying any terms in the draft Transfer Agreement that are not acceptable to the County and any other issues of concern to the County that were not addressed in the draft Transfer Agreement. The County shall endeavor to provide a written response as soon as reasonably practicable after the County's receipt of the initial draft of the Transfer Agreement.

9.3. AOC Review and Response. Upon receipt of the County's written response concerning the draft Transfer Agreement by the AOC, the AOC shall endeavor to review and respond to the comments received from the County as soon as reasonably practicable. The AOC shall request the consultation of the court designee regarding the County responses. The court designee shall endeavor to review and respond to the comments received from the County as soon as reasonably practicable. Notwithstanding the foregoing, the Parties may agree, in the interest of time and expediency, to commence the next negotiation meeting without a formal written response from the AOC.

9.4. Format and Delivery of Transfer Agreement. The AOC shall be responsible for drafting, revising and finalizing all drafts of the Transfer Agreement, including the incorporation of all mutually agreeable revisions, modifications, additions or changes that are proposed by the County to the terms and conditions of the draft Transfer Agreement. The initial drafts delivered by e-mail transmission shall be provided in **Microsoft Word®** file format. If the County provides its comments and response to any draft of the Transfer Agreement by delivery of a revised draft of the Transfer Agreement to the AOC, the County shall provide its written comments to the AOC's draft of the Transfer Agreement in redlined format which shows the comparison between the AOC's immediately preceding draft of the Transfer Agreement and the County's revised version of the draft Transfer Agreement. Similarly, each revised draft of the Transfer Agreement that the AOC delivers to the County shall be delivered in redlined format which shows the comparison between the AOC's immediately preceding draft of the Transfer Agreement and the AOC's revised version of the Transfer Agreement. The redlined draft(s) shall be clearly marked with the last date of revision.

SECTION 10. Final Agreement Reached By Parties.

10.1. When the Parties reach a final agreement as to the terms and conditions of the Transfer Agreement for a Court Facility, the AOC shall revise and finalize the Transfer Agreement. All Transfer Agreements shall be subject to approval by the Board of Supervisors for the respective County.

10.2. Following approval by the County's Board of Supervisors, the final execution version of the Transfer Agreement shall be circulated for signature. Each Party shall cause the final Transfer Agreement to be executed and delivered in accordance with the terms and conditions of the Transfer Agreement. The parties shall cause four (4) originals of each Transfer Agreement to be executed, one of which shall be retained by the County and three (3) of which shall be delivered to the AOC.

SECTION 11. No Agreement Reached By Parties.

11.1. If the Parties reach an impasse during the negotiation process that prevents them from reaching a final agreement with respect to the terms and conditions of any Transfer Agreement, the Parties shall adjourn the negotiation meeting and each Party shall prepare a written statement identifying in reasonable detail the issues that remain open and unresolved and the Party's position as to each issue. Each Party shall then exchange such written statement with the other Party as soon as reasonably practicable following adjournment of the negotiation meeting.

11.2. Prior to referring the impasse to the CFDRRC for resolution, there shall be a "cooling off" period following the adjournment of the negotiation meeting and the exchange of written statements by the Parties. The duration of

the “cooling off” period shall be mutually agreed upon by the lead negotiators for each Party if possible, but shall not exceed sixty (60) days. After the “cooling off” period has expired, the Parties shall reconvene the negotiation meeting in an attempt to mediate the impasse informally, either with or without assistance from a mediator or other third party facilitator. If the Parties are still unable to resolve the impasse as to any one or more issues, the matter shall be referred to the CFDR in accordance with section 70333 of the Act.

11.3. Within thirty (30) days after the Parties’ receipt of the final determination of the CFDR proceeding from the Director of Finance in accordance with section 70303(d) of the Act, the AOC shall provide to the County a written notice of the Council’s understanding of, and intended actions in accordance with, the final determination of the CFDR proceeding received from the Director of Finance.

SECTION 12. Presentation of Title Transfers to the State Public Works Board.

12.1. If, pursuant to the Transfer Agreement, title to a Court Facility will Transfer to the State, the following actions will be undertaken to obtain the PWB’s concurrence with respect to the Transfer of title and the PWB’s execution of the Certificate of Acceptance attached to the Grant Deed conveying the land and building on and in which the Court Facility is located:

The AOC shall complete the AOC-provided PWB template forms identifying: (i) the due diligence undertaken by the AOC with respect to the land, building, parking areas, Court Facility, and any other real property or improvements for which title shall Transfer to the State pursuant to the Transfer Agreement, (ii) all title, environmental, seismic, or other health, safety functionality, risk or liability concerns found on or near the land, building, parking areas, Court Facility, and/or any other real property or improvements for which title shall Transfer to the State, and (iii) what actions were taken to mitigate such concerns. The AOC shall submit this information to the DOF. The AOC’s submission to the DOF shall include, among other things, fully signed originals of (i) the Transfer Agreement, (ii) the Grant Deed by which title to the land, building, parking areas, Court Facility, and any other real property and improvements will Transfer to the State, and (iii) any related agreements or instruments entered into by the Parties in respect of the Transfer.

The DOF shall work with the Department of General Services and, if necessary, the AOC to place consideration of this Transfer of title for the Court Facilities on the PWB agenda for review, concurrence, and execution of the Certificate of Acceptance.

The PWB shall review the package and sign the Certificate of Acceptance, indicating the State’s acceptance of the

Transfer of title for the land, building, parking areas, Court Facility, and other real property and improvements for which title will Transfer to the State pursuant to the Transfer Agreement.

SECTION 13. Costs and Expenses.

Except as specifically set forth in Paragraph 6.2 above, each Party shall be solely responsible for any and all costs and expenses incurred by such Party and its representatives in connection with negotiations, including without limitation, travel expenses, attorneys' and consultants' fees, meals, lodging, parking charges, and similar expenses. To minimize costs to both Parties and their representatives, the Parties shall endeavor to communicate via telephone, e-mail, and facsimile, and to distribute any and all documentation relating to the Transfer of Court Facilities in digital-format via e-mail.

SECTION 14. County Facilities Payment.

14.1. Upon commencement of negotiations for each Court Facility, the County should begin collecting the necessary information and documentation to support the County's calculation of the County Facilities Payment with respect to each Court Facility.

14.2. The County shall calculate the County Facilities Payment using the CFP Forms and instructions prepared in accordance with section 70361 of the Act and approved by the DOF.

14.3. The process and timing for establishing the amount of the County Facilities Payment is set forth in section 70363 of the Act.

SECTION 15. Local Courthouse Construction Fund Report.

With respect to the County's local courthouse construction fund established pursuant to Government Code section 76100, each County shall submit a report to the Administrative Director of the Courts and the Director of Finance accounting for all receipts and expenditures from the local courthouse construction fund for the period from January 1, 1998, to the date of transfer of the County's local courthouse construction fund pursuant to Government Code section 70402(a), or December 31, 2005, whichever is earlier ("**CCF Reporting Period**"). Each County may submit such report using the form prepared by the AOC, or a form prepared by the County within a reasonable period of time following the end of the CCF Reporting Period.