

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA AND
THE COUNTY OF PLACER REGARDING COSTS FOR
PRELIMINARY PLANNING AND FEASIBILITY AT TAHOE CITY
COURTHOUSE**

This Memorandum of Understanding (“**MOU**”) is entered into as of _____, 2022 (“**Effective Date**”), by and between the Judicial Council of California (the “**Judicial Council**”) and the County of Placer, a political subdivision of the State of California (the “**County**”). For purposes of this MOU, the Judicial Council and the County are each a “**Party**” and are sometimes together referred to as the “**Parties**.”

BACKGROUND TO AND PURPOSE OF MOU

A. The County is the title owner of the property located at 2501 North Lake Boulevard, Tahoe City, California and described as APN 093-010-036-000 (“**Property**”). The southern portion of said Property is improved with the two-story building (“**Building**”).

B. The Trial Court Facilities Act of 2002, commencing at Government Code § 70301 (the “**Act**”), provides for the County to transfer responsibility for the funding and operation of all trial court facilities, as defined at Government Code § 70301(d) to the Judicial Council of California. In accordance with the Act, the County and the Judicial Council (formerly known as the Administrative Office of the Courts) entered into an agreement for the transfer of responsibility of the Court to the Judicial Council on September 23, 2008 (“**Transfer Agreement**”).

C. The Building includes one courtroom, clerk’s office, district attorney office, and a sheriff’s substation. According to the Transfer Agreement, the County has 7,181 square feet of exclusive use space in the Building, the Superior Court of Placer (“**Court**”) has 2,122 square feet of exclusive use space in the Building, and the remaining 1,563 square feet of the Building is shared use; additionally, the Court has use of 960 square feet of Ancillary Court Space at the North Tahoe Conference Center located at 8318 North Lake Blvd. Kings Beach, California. (Transfer Agreement § 2).

D. The Building is outdated and has been considered for replacement. The County will be developing plans for a new Tahoe Justice Center building at the Property. The existing Property site will also be evaluated for the construction of a new Tahoe City Courthouse. Preliminary conceptual planning is required to determine the feasibility of co-locating the Justice Center and the new Tahoe City Courthouse on the existing Property.

E. The County intends to move forward with feasibility studies and preliminary conceptual plans for the Tahoe Justice Center and new Tahoe City Courthouse. The Parties agree that the tasks involved are preliminary in nature and intended for developing conceptual plans, preparing initial feasibility reviews, and developing rough estimates (“**Preliminary Project Planning**”), as further described in **Exhibit “A,”** attached hereto and incorporated by reference.

F. The County seeks participation from the Judicial Council to ensure the Preliminary Project Planning work is coordinated regarding the space for a new Tahoe City Courthouse. Likewise, the Preliminary Project Planning work will benefit the Judicial Council as it moves forward with planning options for a new Tahoe City Courthouse.

G. The Judicial Council on behalf of the Court has agreed to reimburse the County for certain costs related to the Preliminary Project Planning work. This MOU will set forth the invoicing and payment obligations of the Parties.

H. This MOU is not an agreement to develop the Property, rather the MOU is limited to the County’s responsibilities regarding the Preliminary Project Planning work and the Judicial Council’s obligations regarding coordination and reimbursement. The Parties to this MOU will work together cooperatively and in good faith regarding the Preliminary Project Planning according to each Party’s respective responsibilities and obligations.

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Judicial Council and the County hereby agree as follows:

AGREEMENT

1. RECITALS

The foregoing recitals, including the background and stated purpose of this MOU, are true and correct and are herein incorporated by reference.

2. PRELIMINARY PROJECT PLANNING

2.1 The Preliminary Project Planning will include the development of conceptual and feasibility plans for the joint-use of the Tahoe Justice Center and a new Tahoe City Courthouse at the Property, as more fully described in **Exhibit “A”** attached hereto and incorporated by reference.

2.2 The Parties acknowledge that work encompassed by this MOU is limited, and certain tasks, services, or activities are anticipated beyond the scope of the Preliminary Project Planning. Tasks that will be excluded from this MOU, include but are not limited to, California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Tahoe Regional Planning Agency (TRPA) and associated TRPA Code of Ordinances, determinations and documentation, Security Risk Vulnerability analysis, development of design criteria in coordination of the California Trial Court Facilities Standards, facilities space and site programming.

2.3 The Parties acknowledge that any commitment of funds for the future development of the Property by Judicial Council, including the construction of a new Tahoe City Courthouse, may be subject to and limited by the consent and express approval of various agencies, including the California Department of Finance (DOF).

3. JUDICIAL COUNCIL RESPONSIBILITIES

3.1 Judicial Council agrees to work in coordination with the County during the course of the Preliminary Planning Project, and to provide information as necessary for the County to complete its work.

3.2 The Judicial Council on behalf of the Court, has allocated a budget not to exceed \$150,000 for the Preliminary Project Planning (the **“Budget”**) to cover a portion of the costs identified in **Exhibit “A.”** These funds are available to reimburse the County for Preliminary Project Planning costs, inclusive of project management costs, subject to review and approval by the Judicial Council’s project manager. The Judicial Council’s financial obligations under this MOU shall not exceed \$150,000.

3.3 Upon receipt of Preliminary Project Planning invoices from the County, the Judicial Council, on behalf of the Court, agrees to pay approved invoices within 45 days.

4. COUNTY RESPONSIBILITIES

4.1 The County agrees to develop an initial joint conceptual plan for the Tahoe Justice Center and the new Tahoe Courthouse, including but not limited to site analysis and preparation of a joint conceptual site plan, as further detailed in the Preliminary Project Planning Scope stated in **Exhibit “A”** and incorporated herein by reference. The County estimates Preliminary Project Planning costs for the work stated in **Exhibit “A”** not to exceed \$300,000–\$450,000 (**“Preliminary Project Planning Costs”**).

4.2 The County will provide invoices to the Judicial Council for reimbursement of agreed upon costs incurred during the course of the Preliminary Project Planning, not to exceed \$150,000. Invoices may be submitted monthly or as otherwise determined by the Parties, but no more than one invoice per month. The County will be responsible for Preliminary Project Planning costs that exceed the Judicial Council’s Budget, as the

Preliminary Project Planning costs include tasks and studies required for the County's replacement of other criminal justice functions currently performed in the Building.

Invoices shall be emailed to:

Judicial Council of California:
facilitieservicesinvoices@jud.ca.gov

Copy to:
Timothy.O'Connor@jud.ca.gov

The Judicial Council's project manager, Tim O'Connor, will work with the County project manager on the exact form and procedures for submitting invoices by email.

4.3 County will administer and execute the Preliminary Project Planning by providing project management, including but not limited to, consultant selection, contracts for services, permits and fees, and other work as may be necessary to complete the Preliminary Project Planning. The County will determine the means and methods for performing its duties under this MOU, and the County will be responsible for the Preliminary Project Planning work, including financial obligations, and will comply with all applicable laws and regulations, including but not limited to compliance with prevailing wage laws. In performing its duties pursuant to this MOU, it is expressly understood and agreed that the County is not an employee, partner, or joint venture of the Judicial Council or the Court, and neither the Judicial Council nor the Court is to be held responsible, for the County's officers, agents, employees, consultants, contractors, or any other third parties, for any purpose, including workers' compensation.

5. EFFECTIVE DATE AND TERMINATION

This MOU will be effective on the Effective Date, and will remain in effect until the completion of the Preliminary Project Planning or until terminated in writing.

6. EFFECT OF TERMINATION

Notwithstanding a termination of this MOU, all payment obligations under this MOU incurred prior to expiration or termination of this MOU will survive that termination or expiration.

7. DISPUTE RESOLUTION

Whenever the County and Judicial Council disagree as to any matter governed by this MOU, the dispute resolution process set forth in this section will govern. If a dispute occurs between the Parties, the Parties shall attempt to resolve the dispute informally. If,

after seven days, the Parties cannot resolve any dispute, either Party may give the other Party a written request for a meeting for the purpose of resolving a disagreement between the Parties. Such meeting will be held within 14 days of the receipt of such request, and shall be attended by representatives of each Party with authority to resolve the dispute. If the meeting fails to occur or fails to resolve the disagreement, the Parties agree to proceed with mediation prior to engaging in litigation or other formal legal process. The Parties reserve all rights and legal remedies during the mediation process.

8. INDEMNITY

The Judicial Council and the County agree to indemnify and hold each other harmless for any acts, errors, and omissions of any nature whatsoever arising out of or from each of their respective contractual arrangements with their third-party vendors, contractors, and all tiers of subcontractors, their employees, consultants, agents, or representatives. The County and the Judicial Council must require each of their contracted third-party vendors, contractors, and all tiers of subcontractors who provide goods or services to indemnify and hold harmless the County, the Court, and Judicial Council. The duty to indemnify will survive the expiration or termination of the MOU.

9. AUTHORITY TO EXECUTE THIS MOU

The County and the Judicial Council each certify that the individual(s) signing below on its behalf, has authority to execute this MOU on behalf of the Party, and may legally bind the Party to the terms and conditions of this MOU and any attachments hereto.

10. ENTIRE AGREEMENT

This MOU and the Exhibits to this MOU contain the entire and complete understanding of the Parties hereto and supersede any and all other previous agreements, oral or written. No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by the governing bodies of each of the Parties to this MOU.

11. COUNTERPARTS AND ELECTRONIC EXECUTION

This MOU 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 MOU may be executed, scanned, and transmitted electronically

and electronic signatures shall be deemed original signatures for purposes of this MOU with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date first above written.

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

JUDICIAL COUNCIL OF CALIFORNIA

By: _____
Name: Kristin Kerr
Title: Attorney
Date: _____

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

APPROVED AS TO FORM:

**COUNTY OF PLACER, a political
subdivision of the State of California**

By: _____
Name: _____
Title: County Counsel
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Facilities Management

By: _____
Name: _____
Title: Director
Date: _____

EXHIBIT “A”

PRELIMINARY PROJECT PLANNING SCOPE OF WORK

To ensure that Preliminary Project Planning efforts are coordinated, the County and Judicial Council will work collaboratively towards the accomplishment of each Task detailed herein:

Task 1:

A. County and Judicial Council will work together, with Court input, to develop alternatives for the Court building’s design, construction funding, preferred delivery method, and schedule that would result in a joint-use location for both the Court building and the Tahoe Justice Center, including, but not limited to:

- Lease-build-to-suit,
- Property transfer with a single design and construction contract developer for the County and Court buildings,
- Property transfer with two design and construction contracts developers following a joint public works project contracting approach for a single building contractor,
- Property transfer with separate design and construction projects which would allow both the County and Court buildings to proceed separately.

B. Develop options for a land transaction plan detailing land subdivision or transfer, shared cost methodology, and proposed options for joint occupancy and management of common area. This plan will also describe required approvals from the County and the TRPA to perform the desired Property transfer.

C. Recommend the preferred options from A and B, as necessary, to the County Board of Supervisors, Court Facilities Advisory Committee, California Department of Finance, and the Judicial Council Administrative Director with best efforts to complete said recommendations by July 30, 2022.

Task 2: County shall develop for the Judicial Council’s review, a conceptual site plan diagram including proposed site layout with the Tahoe City Courthouse and the Tahoe Justice Center buildings in limited detail along with land classifications and land coverage totals.

Task 3: County shall develop for the Judicial Council’s review, a conceptual project cost estimate for the design and construction of the potential Tahoe City

Courthouse and the Tahoe Justice Center buildings, including escalation (rough order of magnitude only).

Task 4: The Parties will participate in meetings composed of the County, the Judicial Council, and the Court every two weeks through August 2022.

Task 5: The County shall contract for a geotechnical and water table report for the Property that would influence the foundation and earthwork requirements of the Tahoe City Courthouse and the Tahoe Justice Center buildings.

Task 6: The County shall contract for a soils contamination testing and report for the Property.

Task 7: The County shall contract for a Site Survey/Record of Survey for the Property.

Task 8: County shall contract for a preliminary analysis of traffic and vehicle miles traveled (VMT), also noting the Hwy. 28 intersection capacity.

Task 9: County shall contract with a civil engineer to determine infrastructure conceptual needs of all utilities, stormwater, and roadways.