

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF EL DORADO AND  
THE JUDICIAL COUNCIL OF CALIFORNIA  
REGARDING THE JUVENILE HALL AND BUILDING C**

This MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”), by and between the County of El Dorado (“**County**”) and the Judicial Council of California (“**Judicial Council**”). For purposes of this MOU, the County and Judicial Council may be individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

**RECITALS TO AND PURPOSE OF MOU**

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

B. Pursuant to the Act, the County and Judicial Council entered into that certain Agreement for Equity Exchange, dated May 12, 2010 (“**Juvenile Hall Equity Exchange Agreement**”), pursuant to which the County transferred to the Judicial Council responsibility for the funding and operation of, but retained title to, the court facility located at 295 Fair Lane, Placerville, California, commonly known as Juvenile Hall (Court Facility 09-G1) (“**Juvenile Hall**”). Concurrently with the Juvenile Hall Equity Exchange Agreement, the County and Judicial Council entered into that certain Joint Occupancy Agreement, dated May 12, 2010, setting forth the terms and conditions of the County’s and Judicial Council’s shared possession, use, and occupancy of the Juvenile Hall (“**Juvenile Hall JOA**”).

C. To memorialize the Parties’ respective rights and duties under the Juvenile Hall JOA, the Parties recorded that certain Memorandum of Joint Occupancy Agreement in the Official Records of El Dorado County on June 8, 2010, as Document No. 2010-0024881-00 (“**Juvenile Hall Memorandum**”).

D. Under the Juvenile Hall JOA, the Judicial Council has certain equity rights, interests, and entitlement to 3,618 square feet of Court Exclusive-Use Area in the Juvenile Hall, which space comprised approximately twenty-four and fifteen one-hundredths percent (24.15%) of the Total Exclusive-Use Area in the Juvenile Hall, in addition to Parking Areas and non-exclusive rights, interests, and entitlement to Common Area of the Juvenile Hall, all as more fully defined and set forth in the Juvenile Hall JOA (“**Judicial Council Juvenile Hall Equity**”).

E. The County and Judicial Council also entered into that certain Transfer Agreement for the Transfer of Responsibility for Court Facility, dated November 18, 2008 (“**Building C Transfer Agreement**”), pursuant to which the County transferred to the Judicial Council responsibility for the funding and operation of, but retained title to, the court facility located at 2850 Fairlane Court, Placerville, California, commonly known as Building C (Court Facility No. 09-B1) (“**Building C**”). Concurrently with the Building C Transfer Agreement, the County and Judicial Council entered into that certain Joint Occupancy Agreement, dated November 18, 2008, as subsequently amended, setting forth the terms and conditions of the County’s and Judicial Council’s shared possession, use, and occupancy of Building C (“**Building C JOA**”).

F. The terms and conditions of the Juvenile Hall Equity Exchange Agreement and Building C Transfer Agreement are hereby incorporated into this MOU by this reference.

G. The Juvenile Hall and Building C are partially occupied by the Superior Court of California, County of El Dorado (“**Court**”).

H. The Parties now desire for the Court to vacate and the Judicial Council to relinquish its rights to the Juvenile Hall, and for the Judicial Council’s conveyance to the County of 3,748 square feet of Court Exclusive Use-Area on the first floor of Building C (“**Building C New County Space**”), in exchange for the County’s conveyance to the Judicial Council of the County’s Equity interest in an approximately 7,410 square foot portion of the County Exclusive-Use Area in the basement of Building C (as those terms are defined in the Building C JOA), as generally depicted in **Exhibit “A”** attached hereto and incorporated herein (“**Building C Expansion Space**”), in which the County shall first perform certain tenant improvements at the County’s cost for the Court and Judicial Council’s benefit, all as more fully set forth and described herein this MOU.

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

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

**2. Term.** This MOU shall commence as of the Effective Date and shall continue in full force until all obligations of the Parties set forth in this MOU are satisfied or as otherwise mutually agreed to in writing by the Parties.

**3. Relinquishment of Rights to Juvenile Hall.**

**3.1. Juvenile Hall Relinquishment.** The Judicial Council hereby remises, releases, and forever relinquishes to the County any and all of its right, title, and interest it

has or may have in the Real Property of the Juvenile Hall (as more completely described in the Juvenile Hall Equity Exchange Agreement, the “**Juvenile Hall Property**”), in an as-is condition, with no representations or warranties by the Judicial Council with respect to the condition of the Juvenile Hall Property and with no recourse of any kind, except as otherwise specifically provided for in this MOU (“**Juvenile Hall Relinquishment**”). The Parties acknowledge that the foregoing Juvenile Hall Relinquishment includes the relinquishment of all rights to any common areas, any “equity” the Judicial Council may have in the Juvenile Hall Property as that term is used in the Act, and the Judicial Council’s right to custody and control of the Juvenile Hall Property.

3.2. Effective Date of Juvenile Hall Relinquishment. The Juvenile Hall Relinquishment shall be effective and considered consummated upon the Judicial Council’s issuance of written notice to the County confirming the Court’s vacation of the Juvenile Hall (“**Court Vacation Notice**”), pursuant to this MOU (“**Juvenile Hall Relinquishment Effective Date**”). As of the Juvenile Hall Relinquishment Effective Date, possession and control of the Juvenile Hall Property will be deemed to have been delivered to the County and the Judicial Council and Court will thereafter have no right, claim, or interest in the Juvenile Hall Property whatsoever, except as provided for in this MOU.

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

3.4. Relinquishment of Equity Rights and Termination of Juvenile Hall JOA. In order to effectuate the Juvenile Hall Relinquishment, the Judicial Council and County shall terminate the Juvenile Hall Memorandum by executing and recording with the El Dorado County Recorder’s Office the Relinquishment of Equity Rights and Termination of Joint Occupancy Agreement similar in form and content to the document attached to this MOU as **Exhibit “B”** and incorporated herein (“**Juvenile Hall Relinquishment and Termination**”). The Judicial Council shall record the Juvenile Hall Relinquishment and Termination promptly after the Juvenile Hall Relinquishment Effective Date. The Judicial Council and the County agree that any grant deeds executed by the County in favor of the Judicial Council in connection with the Juvenile Hall Property, including any deed associated with the grant of any access easement, prior to the Effective Date of this MOU shall be of no further force or effect and that the Judicial Council does not currently possess original forms of any such grant deeds, but agrees to deliver to the County such original forms of grant deeds for the Juvenile Hall Property should any be discovered.

3.5. Juvenile Hall CFP. The Parties acknowledge and agree that the County’s obligation to pay the County Facilities Payment for the Juvenile Hall, as defined in and pursuant to the Juvenile Hall Equity Exchange Agreement and the Act, is in no way

affected, impaired, or invalidated by the foregoing Juvenile Hall Relinquishment, and said obligation shall remain in full force and effect as provided for in the Act.

3.6. Juvenile Hall Surrender. The Court agrees to fully vacate and surrender the Juvenile Hall in a broom-clean condition and free of debris upon its occupancy of the Building C Expansion Space.

#### 4. **Building C Expansion Space Improvements.**

4.1. Building C Improvements. Prior to the Court's occupancy of the Building C Expansion Space and vacation of the Juvenile Hall and Building C New County Space, the County shall provide certain tenant improvements and alterations to the Building C Expansion Space generally consisting of interior demolition and remodel for office occupancy and adult courtroom, new exterior sloped sidewalk, new plumbing and electrical systems, new low voltage data access control systems, upgrades to fire alarm system, and re-routing of mechanical ductwork in plenum space. Further improvements include a new courtroom, new judge's chambers with associated toilet and office/witness/waiting area, new conference room and vestibule, new large conference room/jury room with associated toilet, new processing and file area, new clerk and administrative court space, break area and toilets, new Court Information Technology (IT) area and office, and new security checkpoint. ("**Building C Improvements**").

4.2. Project Costs of Building C Improvements. The County shall be solely responsible for any and all costs for the full performance and completion of the Building C Improvements with the exception of those outlined and agreed upon in the Memorandum of Understanding between the Court and the County for Tenant Improvement dated November 5, 2024 (MOU #9157). The Parties acknowledge and agree that in no event shall the Judicial Council or the Court have any responsibility or obligation to make payment for any portion of said costs unless otherwise expressly agreed to in writing by the Judicial Council.

4.3. Design; Final Plans. County has retained Lionakis ("**County Architect**") to prepare plans and specifications for the Building C Improvements. These plans and specifications prepared by the County Architect have been approved by the Judicial Council at each of the milestone design reviews, and include modifications circulated by the Judicial Council on March 17, 2025 and approved by the County as of March 19, 2025 (as approved, the "**Building C Final Plans**"). The Parties acknowledge and agree that the Building C Final Plans are deemed incorporated into **Exhibit "C"** of this MOU by this reference. Prior to commencing construction of the Building C Improvements, County shall provide to the Judicial Council an electronic PDF copy of the Building C Final Plans.

4.4. Performance. The County will select and enter into a contract with a general contractor for the performance of the Building C Improvements. (“**County Contractor**”). The County will cause the Building C Improvements to be constructed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material, and workmanship defects and the contract for such Building C Improvements shall contain commercially standard warranty provisions. County Contractor and its subcontractors of every tier shall secure and maintain at all times all licenses and certifications required by law in connection with the performance of the Building C Improvements. The County will further cause the Building C Improvements to be constructed in accordance with the Building C Final Plans and in compliance with all applicable laws and regulations including, without limitation, the Americans with Disabilities Act, the Prevailing Wage Law (California Labor Code section 1720 et seq.), and all relevant building codes.

4.5. Schedule. Prior to commencing the Building C Improvements, the County shall submit in advance its proposed schedule therefor, including the County Contractor’s proposed hours of work, for review and approval by the Judicial Council, which approval will not be unreasonably conditioned, delayed, or withheld; provided, however, that the County agrees to coordinate and cooperate with the Court in the performance of the Building C Improvements so as not to unreasonably interfere with or disturb Court operations, or create an undue safety risk, at Building C. Normal working hours scheduled to be Monday to Friday 6:00am to 5:00pm with demolition or other potentially disruptive activities to be scheduled either after hours or on weekends.

4.6. Insurance.

The Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.

2. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$1 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the contract.

4. In the event Contractor is a licensed professional and is performing professional services under this contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).

5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this contract, XCU coverage is not required.

4.7. Completion. The Building C Improvements will be deemed **“Substantially Complete”** when (i) construction of the Building C Improvements has been substantially completed in accordance with the Building C Final Plans; (ii) the County Architect has certified that the Building C Improvements have been constructed in accordance with the Building C Final Plans; (iii) there is no incomplete or defective work that would unreasonably interfere with the Court’s use of the Building C Expansion Space; (iv) all necessary government approvals for legal occupancy of the Building C Expansion Space with the Building C Improvements have been obtained (including, if applicable, a Certificate of Occupancy); and (v) all utilities are hooked up and available for use by the Court in the Building C Expansion Space. The Building C Improvements are scheduled to be Substantially Complete on or before 365 days from the date the County issues Notice to Proceed to the contractor (**“Scheduled Completion Date”**). Notwithstanding the Scheduled Completion Date, the date on which the Building C Improvements are actually Substantially Complete pursuant to this section shall be referred to as the **“Substantial Completion Date.”** Within five (5) days of satisfying all requirements needed to deem the Building C Improvements Substantially Complete, the County shall deliver to the Judicial Council written notice confirming the Building C Improvements are Substantially Complete and the Substantial Completion Date thereof (**“Substantial Completion Notice”**).

4.8. Punch List Items. On receipt of the Substantial Completion Notice from the County, the Judicial Council, Court, County, and County’s Architect will immediately inspect the Building C Improvements and prepare a written list of any items that are defective, incomplete, or do not conform to the Building C Final Plans (**“Punch List”**). The Judicial Council may augment the Punch List at any time on or before thirty (30) days following the Judicial Council’s receipt of the Substantial Completion Notice. The Judicial Council or Court’s failure to specify any item on the Punch List, however, will not waive the County’s obligation to construct the Building C Improvements in accordance with the Building C Final Plans, all applicable law, and the terms of this MOU. The County will cause all Punch List items to be remedied within sixty (60) days after the Judicial Council’s receipt of the Substantial Completion Notice if not sooner.

4.9. Delivery of Building C Improvements. On the first business day following the Substantial Completion Date, the County will deliver the Building C Expansion Space to the Court in a turnkey, broom clean and safe condition, free of hazards and debris with all Building C Improvements Substantially Complete. The Parties agree that the Judicial Council and Court shall have the right to access and occupy the Building C Expansion Space for the purpose of conducting the Court's move into the Building C Expansion Space and vacation of the Juvenile Hall and Building C New County Space prior and up to the Building C Expansion Space Conveyance as provided herein.

## **5. Building C Expansion Space and Building C New County Space Conveyance and Equity.**

5.1. Building C Expansion Space Conveyance. Upon the Juvenile Hall Relinquishment Effective Date, the County shall convey to the Judicial Council the County's rights to and interest in the Building C Expansion Space, which is comprised of an approximately 7,410 square foot portion of the County Exclusive-Use Area in the basement of Building C (as those terms are defined in the Building C JOA), including without limitation the conveyance to the Judicial Council of the "equity" the County has in the Building C Expansion Space as that term is used in the Act ("**Building C Expansion Space Conveyance**").

5.2. Building C New County Space Vacation and Conveyance. The Court shall vacate the Building C New County Space upon its occupancy of the Building C Expansion Space. The Court Vacation Notice confirming the Court's vacation of the Juvenile Hall shall also confirm the Court's vacation of the Building C New County Space. Upon the Juvenile Hall Relinquishment Effective Date and the Court's vacation of the Building C New County Space, the Judicial Council shall convey to the County the Judicial Hall's rights to and interest in the Building C New County Space, which is comprised of an approximately 3,748 square foot portion of the Court Exclusive-Use Area on the first floor in Building C (as those terms are defined in the Building C JOA), including without limitation the conveyance to the County of the "equity" the Judicial Council has in the Building C New County Space as that term is used in the Act ("**Building C New County Space Conveyance**").

5.3. Building C JOA Amendment. To effectuate the Building C Expansion Space Conveyance and to further set forth the terms thereof, the County and Judicial Council agree to amend the Building C JOA pursuant to and in the form of the Second Amendment to Joint Occupancy Agreement for Building C, attached hereto as **Exhibit "D"** and incorporated herein ("**Building C JOA Amendment**"). The County and Judicial Council shall execute the Building C JOA Amendment concurrently with this MOU. The Parties hereby agree to cooperate in good faith and take all necessary steps to further amend the Building C JOA and any exhibits thereto in the event that, after the Building C Improvements are deemed Substantially Complete, it is reasonably determined

that any subsequent corrections or revisions to the Building C JOA are needed to accurately reflect the Building C Expansion Space Conveyance and the Building C New County Space Conveyance.

## **6. Mutual Indemnification.**

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

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

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

**7. Dispute Resolution.** In the event of a dispute between the Parties relating to performance of the Parties’ obligations under this MOU, including any issues related to the Building C Improvements, the Parties will, before exercising any other right or remedy for resolution of the dispute, meet and confer in good faith to attempt to resolve the dispute through unassisted negotiation. Each of the Parties shall be represented in any such negotiation session by representatives who are familiar with the facts of the dispute, and who have authority to negotiate on behalf of and to effectively recommend settlement to the applicable Party. If the Parties are unable to resolve the dispute through such unassisted negotiations, then a Party may request the dispute be submitted to mediation for resolution.



## 8. General Provisions.

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

8.2. Notice. Any notices required or permitted to be given under the terms of this MOU must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the Judicial Council: Judicial Council of California  
Facilities Services  
Attention: Director  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: 916-643-6917

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

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

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

If to the County: County of El Dorado  
Chief Administrative Office  
Attention: Chief Administrative Officer  
330 Fair Lane  
Placerville, California 95667  
Voice: (530) 621-5567

With a copies to: County of El Dorado  
Office of the County Counsel  
Attention: County Counsel  
330 Fair Lane  
Placerville, California 95667  
Voice: (530) 621-5770

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

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

8.4. Counterparts. This MOU and all amendments and supplements to it 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.

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

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

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

8.8. Contract Administrator. The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

8.9. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

ACCEPTED AND AGREED TO:

APPROVED AS TO FORM:  
El Dorado County Counsel

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

ATTEST:  
Clerk of the Board of Supervisors,  
County of El Dorado

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy Clerk  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: Michele A. Ellison  
Title: Attorney  
Date: \_\_\_\_\_

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Board of Supervisors  
Date: \_\_\_\_\_

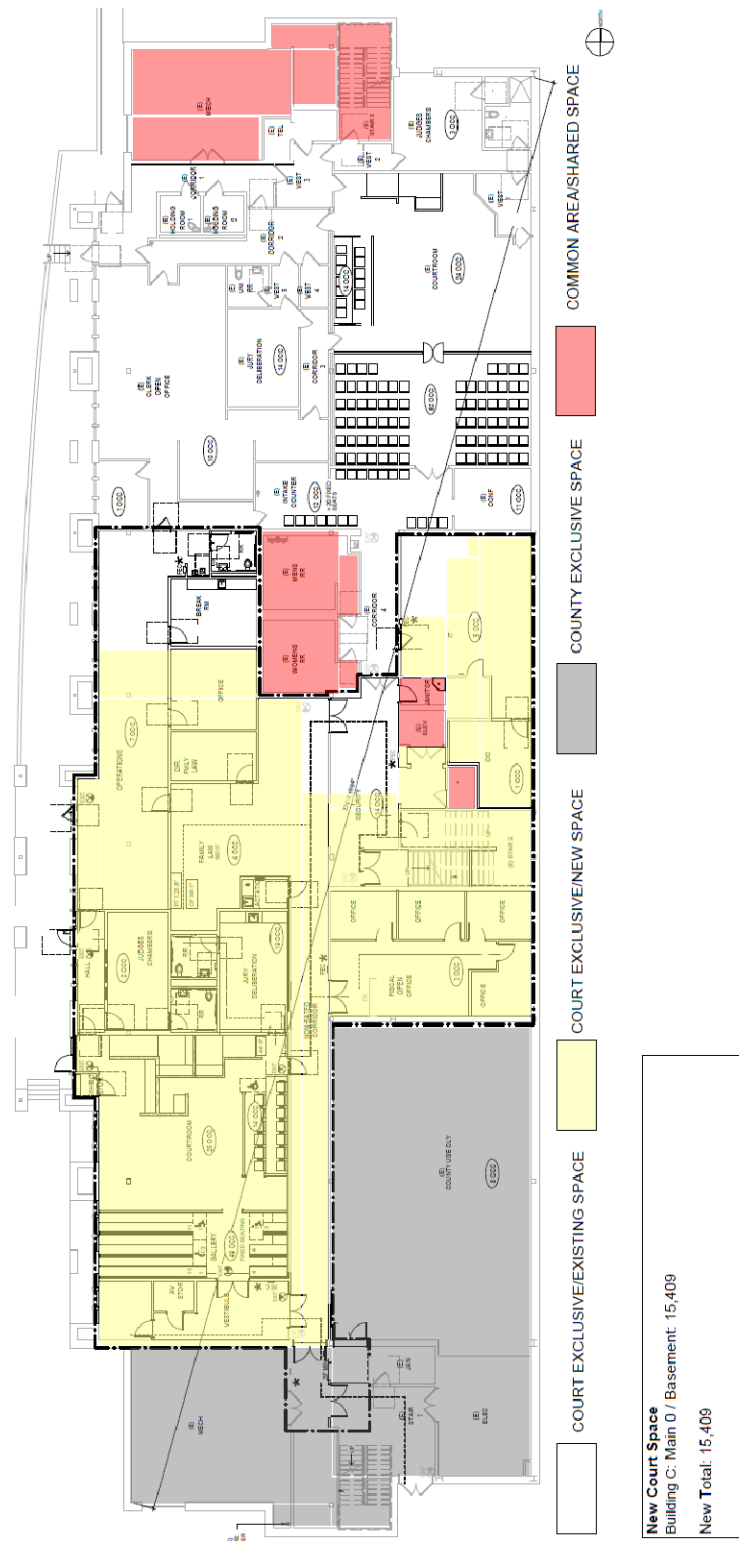
**JUDICIAL COUNCIL OF CALIFORNIA**

By: \_\_\_\_\_  
Name: Alice Lee  
Title: Manager, Contracts  
Date: \_\_\_\_\_

## **LIST OF EXHIBITS TO MOU**

Exhibit "A"	Building C Expansion Space
Exhibit "B"	Juvenile Hall Relinquishment and Termination
Exhibit "C"	Building C Final Plans
Exhibit "D"	Building C JOA Amendment

## BUILDING C EXPANSION SPACE



**EXHIBIT “B”**

**JUVENILE HALL RELINQUISHMENT AND TERMINATION**

*The Juvenile Hall Relinquishment and Termination shall be substantially similar to the attached form.*

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

STATE OF CALIFORNIA  
c/o Judicial Council of California  
Facilities Services  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Attn: Manager, Real Estate

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

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APN: 325-240-21; County of El Dorado

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**RELINQUISHMENT OF EQUITY RIGHTS AND  
TERMINATION OF JOINT OCCUPANCY AGREEMENT  
(JUVENILE HALL)**

This Juvenile Hall Relinquishment of Equity Rights and Termination of Joint Occupancy Agreement (“**Relinquishment & Termination**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (“**Execution Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the County of El Dorado (“**County**”). The Judicial Council and the County each constitute a “**Party**” and collectively constitute the “**Parties**” to this Relinquishment & Termination.

RECITALS

A. On May 12, 2010, the Judicial Council and County entered into that certain Agreement for Equity Exchange (“**Agreement**”) under which the County transferred to the Judicial Council responsibility for funding and operation of the court facility commonly known as the Juvenile Hall (Court Facility No. 09-G1) (“**Building**”), which is located on certain real property owned by the County in the County of El Dorado, State of California, having a street address of 295 Fair Lane, Placerville, California (as more fully described in the Agreement, the “**Real Property**”). The legal description of the Real Property is attached to this Relinquishment & Termination as **Attachment “1”** and incorporated herein.

B. Concurrently with the Agreement, the Judicial Council and County also entered into that certain Joint Occupancy Agreement, dated May 12, 2010, as subsequently amended (“**JOA**”), setting forth the terms and conditions for the Parties’ shared possession, occupancy, and use of the Real Property.



C. To memorialize the Parties' respective rights and duties under the JOA, the Parties executed that certain Memorandum of Joint Occupancy Agreement, which was recorded in the Official Records of El Dorado County on June 8, 2010, as Document No. 2010-0024881-00 ("**Memorandum**").

D. The Parties subsequently entered into that certain Memorandum of Understanding Regarding the Juvenile Hall and Building C ("**MOU**") under which the Judicial Council relinquished to the County, and the County assumed from the Judicial Council: (i) all rights, interests, and entitlement of the Judicial Council and the Court in and to the 3,618 square feet of Court Exclusive-Use Area in the Building that was occupied and used exclusively by the Court pursuant to the Agreement and JOA, and which space comprised approximately twenty-four and fifteen one-hundredths percent (24.15%) of the Total Exclusive-Use Area in the Building; (ii) all rights, interests, and entitlement of the Judicial Council and the Court in and to the Parking Areas pursuant to the Agreement and JOA; and (iii) all non-exclusive rights, interests, and entitlement of the Judicial Council and the Court in and to any Common Area of the Building and Real Property, all as more fully defined and set forth in the JOA (collectively, the "**Equity Rights**").

E. As a consequence of the MOU, the JOA will terminate in accordance therewith, and will no longer be of any force or effect.

F. The Judicial Council and the County now desire to record this Relinquishment & Termination to effectuate the Judicial Council's relinquishment of the Judicial Council's Equity Rights in the Real Property to the County, and to memorialize the termination of both the JOA and the Memorandum.

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

1. Effective Date. Notwithstanding the Execution Date, this Relinquishment & Termination shall not become effective ("**Effective Date**") until the date indicated in the Court Vacation Notice issued by the Judicial Council to the County pursuant to and as defined in the MOU.

2. Relinquishment; No Warranty or Recourse. As of the Effective Date, the Judicial Council, on behalf of itself and the Court, hereby remises, releases, and forever relinquishes to the County any and all of its right, title, and interest in and to the Equity Rights in the Real Property, in an as-is condition, with no representations or warranties by the Judicial Council with respect to the condition of the Real Property and with no recourse of any kind.

3. Acceptance. The County hereby accepts the foregoing relinquishment of the Equity Rights from the Judicial Council.

4. Termination of JOA and Memorandum. The JOA and the Memorandum are hereby 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. The Agreement remains in full force and effect to the extent not inconsistent with either this Relinquishment & Termination or the MOU.

5. Recording. On or after the Effective Date, this Relinquishment & Termination is to be recorded in the Official Records of El Dorado County with respect to the Real Property.

6. Governing Law. This Relinquishment & Termination, and the Parties' performance under this Relinquishment & Termination, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

7. Conditions. This Relinquishment & Termination will confer no rights and will impose no obligations on the Judicial Council or the County beyond those expressly provided for in this Relinquishment & Termination and the Agreement.

8. Severability. If any agreement, covenant, or term of this Relinquishment & Termination is held by a court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, then all agreements, covenants, and terms of this Relinquishment & Termination not held invalid, void, or unenforceable will continue in full force and effect and will in no way be affected, impaired, or invalidated thereby.

9. Counterparts. This Relinquishment & Termination may be executed in counterparts, 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.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

**IN WITNESS WHEREOF**, this Relinquishment & Termination has been executed as of the Execution Date.

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

By: \_\_\_\_\_  
Name: Kristin Kerr  
Title: Supervising Attorney  
Date: \_\_\_\_\_

**JUDICIAL COUNCIL OF CALIFORNIA**

By: \_\_\_\_\_  
Name: Michelle Curran  
Title: Administrative Director  
Date: \_\_\_\_\_

FORM: NOT FOR EXECUTION

ATTEST:

By: \_\_\_\_\_  
Name: INSERT NAME  
Title: Clerk of the Board of Supervisors  
Date: \_\_\_\_\_

**COUNTY OF EL DORADO, a political  
subdivision of the State of California**

By: \_\_\_\_\_  
Name: INSERT NAME  
By: Chairman, Board of Supervisors  
Date: \_\_\_\_\_

FORM: NOT FOR EXECUTION

APPROVED AS TO FORM:  
El Dorado County Counsel

By: \_\_\_\_\_  
Name: INSERT NAME  
Title: County Counsel  
Date: \_\_\_\_\_

**ATTACHMENT "1" TO  
RELINQUISHMENT & TERMINATION**

**LEGAL DESCRIPTION OF  
THE REAL PROPERTY**

A portion of the North half of Section 13, Township 10 North, Range 10 East, M.D.B.&M., and of the Southwest quarter of Section 12, Township 10 North, Range 10 East, M.D.B.&M., described as follows:

BEGINNING at the Northeast corner of the tract of land herein described, a 12 inch Oak on fence line, from which the North quarter corner of said Section 13, bears South 77° 31' East 85.46 feet; thence from point of beginning, South 2° 44' East 152.22 feet, a 3/4 inch capped iron pipe; thence South 20° 56' East 97.33 feet, a similar pipe; thence continuing South 20° 56' East 256.96 feet, a similar pipe set in the Northwesterly right of way line of the proposed U. S. Highway No. 50 Freeway; thence along said line South 35° 00' 42" West 249.00 feet, a similar pipe and South 31° 07' 19" West 411.77 feet, a similar pipe, set in the Northerly line of the property of Herbert Hicks, as recorded in Book 428 of Official Records of El Dorado County at Page 133; thence along said line (next 6 courses) South 61° 52' West, (Record South 62° 42' West) 41.16 feet, a 5/8 inch iron bar; thence North 85° 03' West (Record North 84° 23' West) 152.36 feet; thence North 65° 39' West (Record North 64° 59' West) 126.40 feet; thence North 47° 37' West (Record North 46° 57' West) 122.43 feet; thence North 37° 14' West (Record North 36° 34' West) 157.13 feet; thence North 18° 51' West (Record North 18° 14' 30" West) 126.83 feet; thence leaving last described line North 3° 22' East 140.51 feet, an 18 inch Oak in a fence line, a point in the East line of the Property of Bron Smith, as described in Book 382 of Official Records of El Dorado County at Page 107; thence along said line; North 1° 46' East, (Record North 2° 36' East) 254.12 feet, a pine tree in said fence line; thence continuing along said fence North 2° 20' East (Record North 3° 10' East) 251.00 feet, a 3/4 inch iron pipe the Northeast corner of said Bron Smith property; thence continuing North 2° 20' East 168.65 feet to an inter-section with a fence line, the Northwest corner; thence along said fence line, South 78° 24' East 733.35 feet (Record South 78° 30' East) to the point of beginning.

According to a Survey by Harvey L. Butler, L.S. 2725, dated June 20, 1960.

SAVING AND EXCEPTING THEREFROM all that portion thereof lying Southerly and Easterly of the following described line:

BEGINNING at a point from which the North quarter corner of said Section 13 bears North 26° 42' 31" East 1149.86 feet, said point is also 265.22 feet Northwesterly, measured at right angles from the base line at Engineer's Station "C"557+10.92 of the

Department of Public Works' 1955 Survey from Perks Corner to West City Limits of Placerville, road III-ED-11-C (The California State Zone II Coordinates for said point of beginning are X=2,334,798.94 and Y=387,905.43); THENCE (1) from said point of beginning North 14° 00' 00" 50.00 feet; thence (2) South 76° 00' 00" East 60.01 feet; thence (3) South 66° 17' 37" East 118.17 feet; thence (4) North 62° 00' 00" East 35.70 feet; thence (5) North 31° 07' 19" East 412.55 feet; thence (6) North 35° 00' 42" East 530.60 feet to a point that is 135.00 feet Northwesterly, measured radially from said base line at Engineer's Station "C"567+50.00.

APN No.: 325-240-21

JUDICIAL COUNCIL NOTARY ACKNOWLEDGMENT

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

**STATE OF CALIFORNIA**

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

COUNTY NOTARY ACKNOWLEDGMENT

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

**STATE OF CALIFORNIA**

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT “C”**

**BUILDING C FINAL PLANS**

*Pursuant to this MOU, the Building C Final Plans for the Building C Improvements shall be deemed incorporated into this Exhibit.*



**EXHIBIT “D”**

**BUILDING C JOA AMENDMENT**

*The Building C JOA Amendment shall be substantially similar to the attached form.*

**SECOND AMENDMENT TO  
JOINT OCCUPANCY AGREEMENT  
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA  
AND THE COUNTY OF EL DORADO  
(BUILDING C)**

This Second Amendment to Joint Occupancy Agreement (“**Second Amendment**”) is made and entered into on \_\_\_\_\_, 20\_\_ (“**Execution Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the County of El Dorado (“**County**”). For purposes of this Second Amendment, the Judicial Council and County are each a “**Party**” and may be referred to collectively herein as the “**Parties.**”

**RECITALS**

A. The Judicial Council, on behalf of the Superior Court of California, County of El Dorado (“**Court**”), and County entered into that certain Joint Occupancy Agreement dated November 18, 2008, as subsequently amended (“**JOA**”), setting forth the Parties’ shared possession, occupancy, and use of the court facility commonly known as Building C, located at 2850 Fairlane Court, Placerville, California (Court Facility No. 09-B1) (“**Building C**”).

B. The County and Judicial Council also entered into that certain Joint Occupancy Agreement, dated May 12, 2010 (“**Juvenile Hall JOA**”), setting forth the terms and conditions of the County’s and Judicial Council’s shared possession, occupancy, and use of the court facility commonly known as the El Dorado County Juvenile Hall, located at 295 Fair Lane, Placerville, California (Court Facility 09-G1) (“**Juvenile Hall**”).

C. Concurrently with the execution of this Second Amendment, the Parties entered into that certain Memorandum of Understanding Regarding the Juvenile Hall and Building C (“**MOU**”).

D. Pursuant to the MOU, the Parties agreed that the Judicial Council will relinquish to the County the Judicial Council’s equity rights and interest to the Juvenile Hall and convey to the County the Judicial Council’s equity and interest in an approximately 3,748 square foot portion of Court Exclusive Use-Area on the first floor of Building C (“**Building C New County Space**”), in exchange for the County’s conveyance to the Judicial Council of the County’s equity rights and interest in an approximately 7,410 square foot portion of the County Exclusive-Use Area in the basement of Building C (“**Building C Expansion Space**”) in which the County will perform certain tenant improvements for the Court and Judicial Council’s benefit, all as more fully set forth and described in the MOU.

E. The Parties now desire to amend the JOA to adjust their respective shares and equity rights in Building C to reflect the Judicial Council's conveyance of the Building C New County Space to the County, the County's conveyance of the Building C Expansion Space to the Judicial Council, and to make other changes deemed necessary and helpful by the Parties, as set forth herein this Second Amendment.

**NOW, THEREFORE**, the Judicial Council and County do hereby agree to amend the JOA, as follows:

1. Incorporation of Recitals; Defined Terms. The Parties agree the foregoing Recitals are true and correct, and are incorporated into this Second Amendment by this reference. Unless otherwise defined in this Second Amendment, any capitalized term shall have the meaning prescribed to it in the JOA.

2. Second Amendment Effective Date. Notwithstanding the Execution Date of this Second Amendment, the Parties hereby agree that the terms and conditions of this Second Amendment shall become effective ("**Second Amendment Effective Date**") as of the date indicated in the Court Vacation Notice issued by the Judicial Council to the County, as set forth and defined in the MOU.

3. Building C Expansion Space. As of the Second Amendment Effective Date, the Parties acknowledge and agree that the Building C Expansion Space, comprised of an approximately 7,410 square foot portion of the County Exclusive-Use Area on the basement floor in Building C, shall become part of the Court Exclusive-Use Area and the Judicial Council shall accordingly take ownership of the Equity rights therein as that term is used in the Act.

4. Building C New County Space. As of the Second Amendment Effective Date, the Parties acknowledge and agree that the Building C New County Space, comprised of an approximately 3,748 square foot portion of the Court Exclusive-Use Area on the first floor in Building C, shall become part of the County's Exclusive-Use Area and the County shall accordingly take ownership of the Equity rights therein as that term is used in the Act.

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

**"County Exclusive-Use Area"** means the 41,352 square feet of floor space in the Building, which are exclusively occupied and used by the County as depicted on **Attachment "2"** to this JOA.

**"County Share"** means 72.9 percent, which is the percentage of the Total Exclusive-Use Area occupied and used by the County.

**“Court Exclusive-Use Area”** means the 15,409 square feet of floor space in the basement of the Building, which are exclusively occupied and used by the Court as depicted on **Attachment “2”** to this JOA.

**“Judicial Council Share”**<sup>1</sup> means 27.1 percent, which is the percentage of the Total Exclusive-Use Area occupied and used by the Court.

6. Revised Floor Plans. As of the Second Amendment Effective Date, the *Site Plan of Real Property* originally depicted in Attachment “2” to the JOA, and any prior amendments thereto, is hereby deleted in its entirety and replaced with the revised Attachment “2” reflecting the changes provided herein this Second Amendment (**“Revised Site Plan of Real Property and Building Floor Plans”**), which is attached to this Second Amendment as **Revised Attachment “2” to JOA** and incorporated herein.

7. Updates to Notices.

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

4.7 Shared Cost Notifications. Notwithstanding section 12 of this JOA, all communications and notices between the Parties relating to Shared Costs including, without limitation, Estimate Statements, Quarterly Invoices, or any other communication or notice required by this section 4 will be made between the following County and Judicial Council representatives:

If to the Judicial Council:

Judicial Council of California  
Facilities Services  
Attention: Principal Manager, Facilities Operations  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: (510) 305-0799

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

If to the County:

County of El Dorado  
Chief Administrative Office  
Attention: Chief Administrative Officer  
330 Fair Lane  
Placerville, California 95667  
Voice: (530) 621-5567

The County officer responsible for administering this JOA and the Agreement is the Chief Administrative Officer or their successor or designee.

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

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

If to the Judicial Council:

Judicial Council of California  
Facilities Services  
Attention: Associate Facilities Analyst  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: 916-643-8067

With a copy to:

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

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

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

If to the County:

County of El Dorado  
Chief Administrative Office  
Attention: Chief Administrative Officer  
330 Fair Lane  
Placerville, California 95667  
Voice: (530) 621-5567

With a copies to:

County of El Dorado  
Office of the County Counsel  
Attention: County Counsel  
330 Fair Lane  
Placerville, California 95667  
Voice: (530) 621-5770

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

The County officer responsible for administrating the JOA is the Chief Administrative Officer or its successor.

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

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

9. Governing Law. This Second Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles.

10. Authority; Binding Effect. The Judicial Council and County each represents and warrants that the individual(s) signing this Second Amendment on behalf of such Party is duly authorized to execute and deliver this Second Amendment on behalf of such Party. This Second Amendment shall apply to, bind, and inure to the benefit of the Parties, and their respective governing boards, officers, members, legal representatives, successors, and assigns.

11. Counterparts and Electronic Signatures. This Second Amendment 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 Second Amendment may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Second Amendment, with such scanned and electronic signatures having the same legal effect as original signatures.

12. Contract Administrator. The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

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

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

**JUDICIAL COUNCIL OF CALIFORNIA**

**FORM: NOT FOR EXECUTION**

By: \_\_\_\_\_  
Name: Kristin Kerr  
Title: Supervising Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Alice Lee  
Title: Manager, Contracts  
Date: \_\_\_\_\_

ATTEST:  
Clerk of the Board of Supervisors, County  
of El Dorado

**COUNTY OF EL DORADO,**  
**a political subdivision of the**  
**State of California**

**FORM: NOT FOR EXECUTION**

By: \_\_\_\_\_  
Name: INSERT NAME  
Title: INSERT TITLE  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: INSERT NAME  
Title: Chairman, Board of Supervisors  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
El Dorado County Counsel

By: \_\_\_\_\_  
Name: INSERT NAME  
Title: County Counsel  
Date: \_\_\_\_\_



**REVISED ATTACHMENT “2” TO JOA**

**REVISED SITE PLAN OF REAL PROPERTY AND  
BUILDING FLOOR PLANS**

*The enclosed Revised Site Plan of Real Property and Building Floor Plans is incorporated into the JOA as the Revised Attachment “2” to the JOA.*

