



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO

AND

**THE COUNTY OF EL DORADO,
CHIEF ADMINISTRATION OFFICE**

FOR

TENANT IMPROVEMENT

MOU #9157

This Memorandum of Understanding (“MOU”) is made and entered into at Placerville, California by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO (“Court”), and THE COUNTY OF EL DORADO (“County”), with an effective date of November 5, 2024.

RECITALS

WHEREAS, the County will be performing tenant improvement work at the Court’s existing space located at Building C (“Court Tenant Improvement Project”);

WHEREAS, as part of the County’s Request for Bid for the Court Tenant Improvement Project, the Court desires to include an Add/Alternate scope for the improvement work described in Exhibit A (“Proposal”), attached hereto and incorporated herein by reference; and also highlighted in Exhibit B (“Map” with designations and descriptors of the work and services covered by the Court).

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Court and the County mutually agree as follows:

1.0 Authority

The Court and The County have authority to enter and perform the obligations under this MOU, and the parties’ signatories have authority to bind the parties to this MOU.

2.0 Applicable Documents

2.1 This MOU document and the attached Exhibit A and Exhibit B, shall constitute the complete and exclusive statement of understanding and accord between the parties related to the subject matter of this MOU.

3.0 Period of Performance

3.1 This MOU shall be in effect from November 5, 2024, through June 30, 2027, unless terminated pursuant to Section 8.0 (Termination) of this MOU or modified pursuant to Section 10.0 (Modifications or Amendments) of this MOU.

4.0 Cost of Services

4.1 Add/Alternate Scope. The estimated cost for the Add/Alternate scope described below shall be funded by the Court:

- Preparation and paint: \$200,000
- Remove and replace carpet flooring: \$200,000
- New courtroom bench seating and jury chairs: \$75,000
- New ancillary furniture: \$75,000
- Remove and replace acoustical wall panels: \$80,000

Total estimated labor and materials: \$630,000

4.2 Should the bid for the Add/Alternate scope be less than each of the estimated amount specified above, the Court shall only be responsible for the actual cost. Should the bid for the Add/Alternate scope be more than each of the estimated amount specified above, the Court may elect to terminate, in whole or in part, this MOU or agree to pay the additional amount pursuant to Section 8.0 (Termination).

5.0 Invoices and Payments

5.1 The County shall invoice the Court for reimbursement upon completion of the Add/Alternate work. Payment shall be due within 45 days of the invoice date.

6.0 Contacts

6.1 El Dorado Court Contacts for this MOU:

Shelby Wineinger, Court Executive Officer
swineinger@eldoradocourt.org
(530) 621-7453

Sarah Williams, Fiscal Services Manager
swilliams@eldoradocourt.org
(530) 621-5457

6.2 El Dorado County Contacts for this MOU:

Laura Schwartz, Deputy Chief Administrative Officer
laura.schwartz@edcgov.us
(530) 621-6541

7.0 Independent Contractor

The County shall contract the Tenant Improvement work independently, exercising due care and providing the services with such skill that is customary for providers of such services. The County and its officers, agents and employees are not, and shall not, be deemed to be any Participating Court's employees for any purpose.

8.0 Termination

Any party may immediately terminate this MOU in writing, in whole or in part, with or without cause, before the official Notice to Proceed is issued to the awarded contractor. Should the bid for the Add/Alternate scope be more than e each of the estimated amount specified in Section 4.1 above, the Court has the option to terminate this agreement prior to the issuance of the Notice to Proceed or agree to pay the additional amount based on an Amendment to this MOU.

9.0 Dispute Resolution

In the event of any dispute arising from this MOU, the parties agree that said dispute shall be finally resolved by the Court Executive Officers and the County's Chief Administrative Office. The parties waive all rights to court and/or jury trial before all tribunals having jurisdiction over

the subject matter of this MOU. No party is permitted to collect damages, costs, or attorney's fees from another party in connection with any dispute hereunder.

10.0 Modifications or Amendments

Any modification or amendment to this MOU shall be confirmed in writing and signed on behalf of all parties in the manner this MOU is executed.

11.0 Choice of Law

The terms and conditions of this MOU shall be construed and interpreted under the laws of the State of California.

12.0 Signatures; Counterparts

12.1 The signatures required for execution of the MOU may be made by manual signature, or by digital signature that may conform to California Government Code § 16.5 and all California regulations promulgated thereunder (including California Code of Regulations, title 2, division 7, chapter 10), or by any other commercially acceptable signature method, use of which by both parties for signature and execution of the MOU evidences consent to the validity of the method of signature used.

12.2 The parties give the same validity, force, and effect to a scanned, faxed, photocopied, or other accurately reproduced signature as to an original signature.

12.3 The MOU may be executed in counterparts, each of which is considered an original.

12.4 County Contract Administrator. The County officer or employee with the responsibility for administering this Agreement is Laura Schwartz, or successor.

[AUTHORIZATION PAGE TO FOLLOW]

13.0 Authorization

IN WITNESS THEREOF, the Superior Court of California, County of El Dorado has caused this MOU to be subscribed by its Executive Officer/Clerk of Court, the seal of said COURT is hereto affixed, and this MOU to be subscribed on their behalf by their duly authorized officers.



**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF EL DORADO**

By: _____ Date: _____

Shelby Wineinger
Executive Officer/Clerk of Court

**THE COUNTY OF EL DORADO,
CHIEF ADMINISTRATIVE OFFICE**

By: _____ Date: _____



The County of El Dorado

Chief Administrative Office

Facilities Division

Phone (530)621-5890 Fax (530)295-2524

Address: 2850 Fairlane Ct, Placerville, CA 95667

Date: 6/17/2024

Project Name: Courts Add/Alt for Tenant Improvement

Scope of Work: The following work is being proposed for the Courts existing space, not as part of the Tenant Improvement Project, and is based on costs received for quotation in June 2024:

- Prep and Paint: \$200,000
- Remove and replace carpet flooring: \$200,000
- New Courtroom Bench Seating and Jury Chairs: \$75,000
- New Ancillary Furniture: \$75,000
- Remove and Replace Acoustical Wall Panels: \$80,000

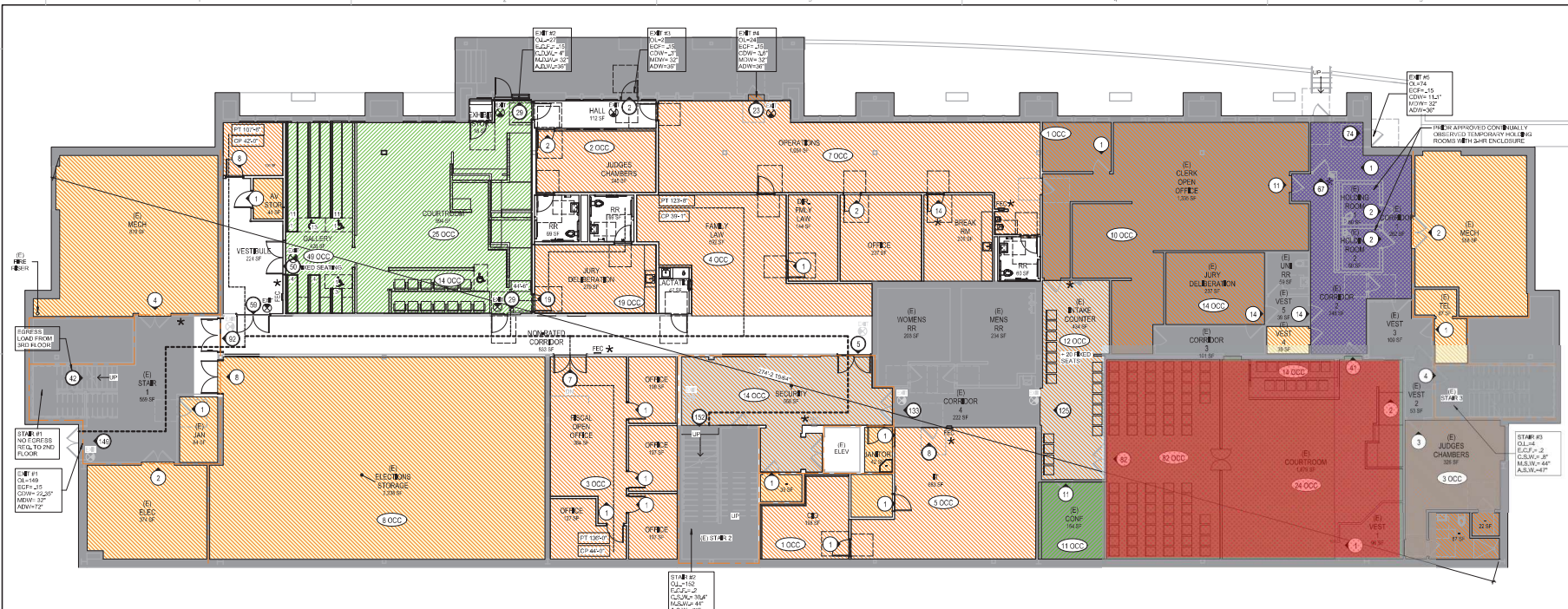
Total Labor and Materials: \$630,000.00

For questions on this proposal, please reach out to Madeline Kolsky at (916) 865-8405 or madeline.kolsky@edcgov.us

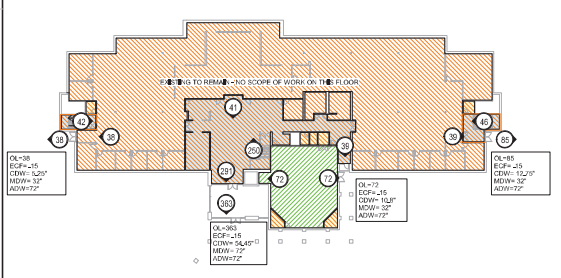
New Acoustical wall panels
New Bench Seating for Gallery and seating for Jury



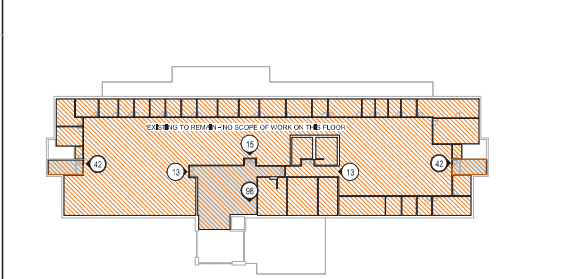
PROJECT: **EL DORADO JUVENILE COURT**
 TENANT IMPROVEMENT
 2850 FARLANE COURT, BUILDING C
 PLACERVILLE, CA 95667
 CLIENT: EL DORADO COUNTY
 3000 FARLANE COURT, SUITE 1 PLACERVILLE, CA 95667



1 LIFE SAFETY FLOOR PLAN - LEVEL 1 (LOWER LEVEL)
 SCALE: 1/8" = 1'-0"



2 LIFE SAFETY FLOOR PLAN - LEVEL 2 (MAIN LEVEL)
 SCALE: 1/8" = 1'-0"



3 LIFE SAFETY FLOOR PLAN - LEVEL 3 (UPPER LEVEL)
 SCALE: 1/8" = 1'-0"

CODE ANALYSIS

1. BUILDING NAME AND PROJECT DESCRIPTION:	EL DORADO JUVENILE COURT TENANT IMPROVEMENT PROJECT
2. GOVERNING CODES AND REGULATIONS:	SEE ASSOCIATED CODE REFERENCES ON SHEET 0401
3. OCCUPANCY CLASSIFICATION AND USE (CBC CHAPTER 3):	CBC 303.4 ASSEMBLY GROUP A-3: COURTROOMS, JURY CHAMBERS, ATTORNEY CONSULTING OFFICES, CONFERENCE ROOMS, JURY ROOMS, COURTROOMS, GALLERY AND OFFICE (OR FEWER PERSONS PER SEC 403.4.2) ACCESSORY STORAGE SPACE PER SEC 411.1.1
4. GENERAL BUILDING HEIGHTS AND AREAS (CBC CHAPTER 5):	CBC 504.3 (E) BUILDING HEIGHT 57' MEASURED FROM FINISH FLOOR OF THE LOWER LEVEL TO TOP OF ROOF, NO OVERHEAD SIGNAGE PROTRUSING ABOVE ALLOWABLE BUILDING HEIGHT FOR (SP) UNLINED B... CBC 509 (E) BUILDING FULLY SPRINKLERED AND EQUIPPED WITH ALARM SYSTEM CBC 509.5 SHaft ENCLOSURE WITH NO ACCESSIBLE AREA OR BUILDING AREA ADJACENT AS PART OF THE TENANT IMPROVEMENT PROJECT (E) BUILDING OCCUPANCY CLASSIFICATION PROJECT SCOPE AREAS DENIED TO GROUP B, IT IS AN ADJACENT ROOM TO GROUP B AREA ON THE SAME LEVEL. SCOPE INCLUDES THE CHANGE OF OCCUPANCY FROM 1425 SF FROM GROUP TO A-3 FOR THE COURTROOM, WHICH INCREASES OCCUPANT LOAD OF 108
5. TYPE OF CONSTRUCTION (CBC CHAPTER 6):	CBC 602.1 THE EXISTING BUILDING WAS CONSTRUCTED 1990, A-BLE TO PROVIDE TO GROUP A-3 STAFF A CONSTRUCTION TYPE UNDER THE UBC'S STANDARD FOR LIGHT CONSTRUCTION CLASSIFICATION OF TYPE III UNDER THE CBC TYPE III UNINSULATED CONSTRUCTION
6. SHaFT ENCLOSURES (CBC CHAPTER 7):	CBC 710.4 SHaFT ENCLOSURE CONSTRUCTION SHALL NOT EXCEED FOUR FEET CLEARANCE TO SHaFTS UNDER SCOPE OF WORK
7. SHaFT PROTECTION SYSTEM (CBC CHAPTER 8):	CBC 802.1.2 SHaFT PROTECTION REQUIRED THROUGHOUT FOR GROUP A-3 WHEN THE AREA HAS AN OCCUPANT LOAD GREATER THAN 100
8. MEANS OF EGRESS (CBC CHAPTER 10):	CBC 1002.1.1 EGRESS WIDTH NOT LESS THAN 7'-0" CBC 1003.1.1 HEADROOM NOT LESS THAN 7'-0" CBC 1003.1.2 EGRESS WIDTHS SHALL BE CALCULATED FROM THE CLEAR WIDTH TO THE CENTERLINE OF THE DOOR OR GATEWAY TO THE MEANS OF EGRESS. THE MAXIMUM OF 50% OF THE CLEARANCE OF THE MEANS OF EGRESS SHALL BE SAFETY FLOOR PLANS TOTAL OCCUPANTS FOR LEVEL 1 (800 + 908)
9. BUILDING OCCUPANT LOAD (CBC CHAPTER 10):	CBC 1004.2.1 BUILDING OCCUPANT LOAD LOWER LEVEL (SCOPE OF WORK) TOTAL OCC. LOAD 386 OCC UPPER LEVEL SECOND FLOOR (NOT IN SCOPE) 386 OCC LOWER LEVEL (NOT IN SCOPE) 182 OCC TOTAL GROSS OCCUPANT LOAD 954 OCC
10. ACCESSIBILITY (CBC CHAPTER 11B):	CBC 1051.2.1 (E) ACCESSIBLE ROUTE SHALL NOT EXCEED THE VALUES SHOWN IN TABLE 1051.2.1 (1) WITH SPRINKLER SYSTEM A-3 OCCUPANCY 290 FEET CBC 1051.2.2 (E) ACCESSIBLE ROUTE SHALL NOT EXCEED THE VALUES SHOWN IN TABLE 1051.2.2 (1) WITH SPRINKLER SYSTEM A-3 OCCUPANCY 380 FEET
11. PLUMBING CALCULATIONS (CBC CHAPTER 4):	CBC 422.1 PLUMBING (FUTURE COUNT FOR CBC TABLE 422.1) SHOW CALCULATED OFF OF THESE OCCUPANCY ACCESSORY AREAS SUCH AS HALLWAYS, STAIRWAYS, TOILET ROOMS, MECHANICAL ROOMS, CLOSETS AND STORAGE ARE EXCLUDED 50% MALE TO FEMALE RATIO = 75 MALE / 75 FEMALE
12. PLUMBING (FUTURE COUNT FOR CBC TABLE 422.1):	CBC 422.1 WATER CLOSET MALE 2 4 1 2 2 0 0 1 FEMALE 2 4 1 2 2 0 0 1 TOILET 5 8 2 4 4 1 1 1 PLUMBING (FUTURE COUNT PER CBC TABLE 422.1)

USE	OCCUPANCY	AREA
LOWER LEVEL AREA OF IMPROVEMENT		
COURT STAFF SECURE AREA	B	7,427 SF
COURT & PUBLIC AREA	A-3	1,425 SF
TOTAL IMPROVEMENT AREA		8,852 SF
LOWER LEVEL (NOT IN SCOPE)		
RECEPTION SPACES	B	4,299 SF
COURT & PUBLIC AREAS	A-3	2,973 SF
OFFICE	B	5,786 SF
SECURE HOLDING	B	510 SF
LOWER LEVEL (NOT IN SCOPE)		13,268 SF
LOWER LEVEL TOTAL	TOTAL	20,100 SF
UPPER LEVEL SECOND FLOOR (NOT IN SCOPE)		
OFFICE	B	24,870 SF
ASSEMBLY	A-3	2,100 SF
TOTAL	TOTAL	26,970 SF
UPPER LEVEL THIRD FLOOR (NOT IN SCOPE)		
OFFICE	B	20,000 SF
TOTAL	TOTAL	20,000 SF
GROSS BUILDING	TOTAL	68,900 SF

LEGEND

