

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA AND
THE COUNTY OF SONOMA REGARDING
THE NEW SANTA ROSA COURTHOUSE PROJECT**

This Memorandum of Understanding (“**MOU**”) is made and entered into as of _____, 20__ (“**Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**”) and the County of Sonoma, a political subdivision of the State of California (“**County**”). For purposes of this MOU, the Judicial Council and County may be individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

RECITALS TO AND PURPOSE OF MOU

A. The Judicial Council is owner of that certain real property located at 2685 Ventura Avenue, in the City of Santa Rosa, County of Sonoma, State of California, which property was purchased by the State of California, acting by and through the Judicial Council, for good and valuable consideration from the County pursuant to that certain Property Acquisition Agreement dated April 12, 2012, and was formerly referred to as the Old Jail (“**Judicial Council Old Jail Property**”), which is located within the campus commonly known as the Sonoma County Administration Center (“**Administration Center**”), as depicted in the campus site plan attached hereto and incorporated herein as **Exhibit “A”** (“**Administration Center Site Plan**”).

B. The Judicial Council is also owner of that certain real property located at 2688 Ventura Avenue, in the City of Santa Rosa, County of Sonoma, State of California, which property was similarly purchased by the State of California, acting by and through the Judicial Council, for good and valuable consideration from the County pursuant to that certain Property Acquisition Agreement dated April 12, 2012, and was formerly referred to as the Fleet Building (“**Judicial Council Fleet Building Property**”), which is located within the Administration Center, as depicted in the Administration Center Site Plan attached hereto as **Exhibit “A.”**

C. The Judicial Council Old Jail Property and the Judicial Council Fleet Building Property may be referred to herein collectively as the “**Judicial Council Property.**”

D. The Judicial Council intends to construct on the Judicial Council Property the New Santa Rosa Courthouse Project (Court Facility No. 49-H1) (“**Courthouse Project**”) for occupancy and use by the Superior Court of California, County of Sonoma (“**Court**”).

E. The Judicial Council intends to finance the construction of the Courthouse Project through issuance of State Public Works Board (“**SPWB**”) lease revenue bonds (“**Bonds**”), which will in part be secured by site and facility leases between the Judicial Council and SPWB pertaining to the Judicial Council Property and the Courthouse Project, respectively (the “**Bond Documents**”). As a condition to issuing the Bonds, SPWB will require, among other things, that the Judicial Council and SPWB’s quiet enjoyment and beneficial use of the Judicial Council Property and the Courthouse Project, respectively, not be materially impaired at any time during the term of the Bond Documents.

F. The County is the owner of that certain real property located at 600 Administrative Drive, within the Administration Center, in the City of Santa Rosa, County of Sonoma, State of California, commonly known as the Hall of Justice (“**Hall of Justice**” or “**HOJ**”), as depicted in the Administration Center Site Plan attached hereto as **Exhibit “A.”**

G. The County is also the owner of that certain real property located at 2777 Ventura Avenue, within the Administration Center, in the City of Santa Rosa, County of Sonoma, State of California, commonly known as the Main Adult Detention Facility (“**MADF**”), as depicted in the Administration Center Site Plan attached hereto as **Exhibit “A.”**

H. The Hall of Justice, MADF, and the entirety of the Administration Center other than those portions thereof that comprise the Judicial Council Property may be collectively referred to herein as the “**County Property.**”

I. Pursuant to the Trial Court Facilities Act of 2002, Government Code section 70301 et seq., the County and Judicial Council entered into two separate Transfer Agreements for the Transfer of Responsibility for Court Facility, both dated December 16, 2008, pursuant to which the County transferred to the Judicial Council responsibility for the funding and operation of, but retained title to, the court facilities respectively located at the Hall of Justice (Court Facility No. 49-A1) (“**HOJ Transfer Agreement**”) and located at the MADF (Court Facility No. 49-A2) (“**MADF Transfer Agreement**”).

J. Concurrently with the HOJ and MADF Transfer Agreements, the County and Judicial Council entered into two separate Joint Occupancy Agreements, both dated December 16, 2008, which set forth the Parties’ respective rights and obligations with regards to the shared occupancy and use of the HOJ (“**HOJ Joint Occupancy Agreement**”) and the MADF (“**MADF Joint Occupancy Agreement**”), respectively. The HOJ and MADF Joint Occupancy Agreements provide, among other things, for (i) the Judicial Council’s right to exclusively use and occupy those portions of the HOJ and MADF defined in the HOJ and MADF Joint Occupancy Agreements as the Court Exclusive-Use Area; (ii) the non-exclusive right to use and occupy those portions of the HOJ and MADF defined in HOJ and MADF Joint Occupancy Agreements as the Common

Area; and (iii) the terms and conditions for the County's provision to the Judicial Council and Court of the use of certain parking located in the Administration Center defined in the HOJ and MADF Joint Occupancy Agreements as Court Parking, all as more fully set forth in the HOJ and MADF Joint Occupancy Agreements, respectively.

K. As part of the Judicial Council's performance of the Courthouse Project, the Judicial Council requires temporary, exclusive access to and use of certain portions of the County Property for construction-related purposes including, but not limited to, construction fencing and staging. The Judicial Council is continuing to develop its construction plans for the Courthouse Project, which will encroach on or affect County Property, and the Judicial Council seeks the County's reasonable cooperation in fulfilling its construction plans and recognizes the impacts of the Courthouse Project on the County's beneficial use and enjoyment of the County Property.

L. To facilitate the Judicial Council's said use and to reduce interference to the County's use of the County Property, the County consequently requires temporary ingress and egress through portions of the Judicial Council Property for vehicle-turnaround purposes, notifications prior to such uses, and protections that such uses will not damage County Property or cause the County to incur a financial burden from the Courthouse Project.

M. In the continued spirit of cooperation and good faith between the Parties to provide a new court facility for the citizens of Sonoma County, the Judicial Council and County desire to enter into this MOU to set forth the Parties' respective rights, responsibilities, and commitments in the performance and completion of the Courthouse Project, as further set forth herein.

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

AGREEMENT

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; Termination. This MOU will be effective upon the Effective Date indicated above, and shall terminate upon the occurrence of any of the following:

2.1. Project Completion. Upon either the completion of the Courthouse Project, the Judicial Council no longer requiring the Right of Entry to the Construction Access Area (defined below), or the Judicial Council filing a Notice of Completion for the Courthouse Project, whichever occurs sooner. Upon the occurrence of any of the foregoing, the Judicial Council shall provide written notice to the County that the MOU

and the Parties' obligations thereunder may be deemed completed and satisfied, notwithstanding any terms intended to survive the expiration of this MOU. The Parties acknowledge that the Courthouse Project is tentatively anticipated to be completed on or about October 8, 2023.

2.2. Expiration. Unless otherwise agreed to in writing, this MOU shall expire on July 1, 2024, notwithstanding any terms intended to survive the expiration of this MOU.

2.3. For Cause. A Party may terminate this MOU for cause if there is a material breach that is not cured by the breaching Party as set forth herein. The non-breaching Party must provide to the breaching Party written notice of the alleged default in reasonably sufficient detail upon receipt of which the breaching Party shall have thirty (30) days to cure the material breach or, if the material breach cannot be so cured within thirty (30) days, to commence a cure and diligently pursue it to completion within a reasonable time. If the material breach is not cured within the applicable cure period, then the non-breaching Party shall have the right to terminate this MOU upon thirty (30) days' written notice, notwithstanding any terms intended to survive the termination of this MOU. Notwithstanding the foregoing, either Party shall have the right to invoke the Dispute Resolution provisions of this MOU with respect to the identified material breach and demand mediation upon the expiration of the applicable cure period therefor and after the exhaustion of unassisted negotiations as set forth herein.

3. Judicial Council Temporary Construction Access of County Property.

3.1. Right of Entry; Construction Access Area. The County hereby grants to the Judicial Council, its employees, agents, representatives, consultants, and contractors the temporary right to enter, access, and exclusively use those portions of the County Property depicted as the "**Construction Access Area**" in the Courthouse Project site logistics plan and truck delivery route, attached hereto and incorporated herein as **Exhibit "B"** ("**Courthouse Project Site Logistics Plan**"), for purposes of ingress, egress, and construction-related activities during and for the performance of the Courthouse Project ("**Right of Entry**").

3.2. Protection of Persons and Property. When utilizing the Construction Access Area as part of the Right of Entry, the Judicial Council, its employees, contractors, subcontractors, and agents shall exercise reasonable precautions to avoid damage to the County Property and to protect persons and property. The Judicial Council shall erect and properly maintain at all times, as reasonably required by the conditions and progress of the Courthouse Project, any necessary safeguards, signs, barriers, lights, and security persons for the protection of workers and the public, and shall post necessary danger signs warning against hazards that are created by the Courthouse Project's performance. In an emergency affecting the safety of life, the County Property, Judicial Council Property, Courthouse

Project, or adjoining property, then the Judicial Council, without needing to first obtain any special instruction or authorization from the County, is permitted to act at its reasonable discretion to prevent such threatened loss or injury.

3.3. Damage.

3.3.1. The Judicial Council shall promptly repair, at the Judicial Council's sole cost and expense, any damage to the Construction Access Area or County Property where and to the extent caused by or attributable to the Judicial Council's performance of the Courthouse Project or its exercise of the Right of Entry granted herein this MOU, or as otherwise required under this MOU.

3.3.2. The Judicial Council shall notify the County as soon as practical, and not later than twenty-four (24) hours of the Judicial Council's actual knowledge, in the event that the Judicial Council, or any person or entity acting on its behalf, causes damage to County Property or exceeds the rights afforded to the Judicial Council under this MOU. The Judicial Council shall reasonably cooperate in good faith with the County to investigate and determine the scope of any damage, whether discovered or suspected by the County or the Judicial Council, and repair any such damage in accordance with the provisions of this MOU.

3.4. No Encumbrance. The rights provided to the Judicial Council in this MOU do not convey or grant to the Judicial Council any legal title to or interest of any kind in the Construction Access Area, nor do such rights constitute an easement or encumbrance against the Construction Access Area or County Property. The Judicial Council waives and releases any and all claims to any interest in the Construction Access Area or County Property except as expressly provided for herein this MOU, and agrees that, upon termination of this MOU, the Judicial Council shall have no continuing rights or interests under this MOU notwithstanding any term or condition intended to survive the termination or expiration of this MOU.

3.5. Performance of Construction. The Judicial Council shall cause the Courthouse Project to be constructed by well-trained, adequately-supervised, licensed, and bonded workers in a good and workmanlike manner, free from design, material, and workmanship defects. The Judicial Council shall further cause the Courthouse Project to be performed in compliance with all applicable laws and regulations.

3.6. Cost of Construction. The Judicial Council shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to perform the Courthouse Project at the Judicial Council's sole cost and expense.

3.7. Insurance.

3.7.1. The Judicial Council shall, at its sole cost and expense, procure and maintain an owner-controlled insurance program (“**OCIP**”) covering the performance of the Courthouse Project. Through the OCIP, the Judicial Council shall provide commercial general liability insurance for the Judicial Council, Court, State of California, and all contractors engaged in the performance of the Courthouse Project.

3.7.2. The commercial general liability insurance provided under the OCIP shall insure for damages resulting from bodily injury, property damage, personal and advertising injury, products – completed operations, and liability assumed under contract on an occurrence form with the following limits: (i) \$2,000,000 each occurrence; (ii) \$4,000,000 general annual aggregate; and (iii) \$4,000,000 products and completed operations aggregate.

3.7.3. The OCIP provides form excess liability insurance of not less than \$100,000,000 each occurrence and \$100,000,000 general annual aggregate. The general and excess limits are shared by all enrolled contractors on the Courthouse Project.

3.7.4. The commercial liability insurance shall be endorsed to include the County as additional insured during the performance of the Courthouse Project.

3.8. Interference; Service Interruption. In the performance of the Courthouse Project, the Judicial Council shall use commercially-reasonable efforts (i) to limit as much interference and disruption as reasonably possible to the Hall of Justice and MADF, (ii) to not unreasonably obstruct access to the Hall of Justice or MADF or materially interfere with the County’s use and enjoyment thereof, and (iii) to not create an undue safety risk at the County Property. The Judicial Council shall provide 30 days advance notice to the County of any planned interruption or shut down of any utility services which may affect the County Property. The Judicial Council shall take commercially-reasonable efforts to minimize the length of any such interruption or shut down of utility services such as providing alternative, backup power generation if requested. This provision shall not be construed as County waiving or relinquishing any right to control its own utility services or the right to approve of any request to restrict those services, which approval shall not be unreasonably withheld, conditioned, or delayed.

3.9. Restoration and Clean Up. The Judicial Council shall ensure that the Construction Access Area is in a safe and orderly condition during and after the Judicial Council’s performance of the Courthouse Project, and that the Construction Access Area is left and maintained in a reasonably clean condition. Upon completion of the Courthouse Project, the Judicial Council shall remove all debris of the work from the Construction Access Area and County Property, and shall reasonably restore the surface of the Construction Access Area to its condition prior to the commencement of the Courthouse

Project.

4. County Temporary Access of Judicial Council Property; Road Closure.

4.1. Road Closure. The Parties acknowledge and agree that an essential component of the Right of Entry granted herein and the Judicial Council's use of the Construction Access Area is the temporary, partial closure of that portion of Paulin Drive located within the Construction Access Area, as depicted in the in Courthouse Project Site Logistics Plan attached hereto as **Exhibit "B,"** for construction-related purposes ("**Paulin Drive Partial Closure**"). The Parties further agree that the Paulin Drive Partial Closure will not entail the closure of the entire road to vehicular traffic, but rather a temporary, two-way traffic lane will be available and permitted on that portion of Paulin Drive which is outside of the Construction Access Area, subject to the terms of this MOU. The Parties shall reasonably cooperate and coordinate in good faith with respect to any logistics of the Paulin Drive Partial Closure that may be temporarily needed during the Judicial Council's use of the Construction Access Area.

4.2. Temporary Vehicle Turnaround Area. To facilitate and allow for the Paulin Drive Partial Closure, the Judicial Council hereby grants to the County, its employees, agents, representatives, and invitees the temporary, non-exclusive right to enter, access, and use those portions of the Judicial Council Old Jail Property depicted as the "**Temporary Vehicle Turnaround Area**" in the Courthouse Project Site Logistics Plan attached hereto as **Exhibit "B,"** for purposes of ingress, egress, and the turnaround of vehicles traveling along the two-way traffic lane in the unclosed portions of Paulin Drive ("**County Vehicular Access**"). The Judicial Council shall provide maintenance of the Temporary Vehicle Turnaround Area to protect the County's rights granted hereunder.

4.3. County Vehicular Access Availability and Alternatives.

4.3.1. *Temporary Unavailability.* Notwithstanding the foregoing, the Temporary Vehicle Turnaround Area on the Judicial Council Old Jail Property is located within the scope of the Courthouse Project and will ultimately be needed to complete the Courthouse Project. The Judicial Council shall take reasonable efforts to make available the Temporary Vehicle Turnaround Area for the County Vehicular Access to the greatest extent possible, but the Parties acknowledge that the Temporary Vehicle Turnaround Area will not be available for the County's use at certain points of the Courthouse Project's performance.

4.3.2. *Prior Notice of Unavailability.* The Judicial Council shall provide ten (10) days' advance notice to the County of (i) any periods during which the Temporary Vehicle Turnaround Area will be unavailable to the County for County Vehicle Access or otherwise, and/or (ii) the expiration of the County Vehicular Access. Upon the effectiveness of any such notice, the County will not be entitled to access or use the

Temporary Vehicle Turnaround Area unless and until the Judicial Council provides subsequent notice to the County that the County Vehicular Access may recommence.

4.3.3. *Coordination of Alternative Options.* Any time(s) during which the Temporary Vehicle Turnaround Area is so unavailable for the County Vehicular Access, the Parties shall reasonably cooperate and coordinate in good faith with respect to determining potential alternative options and solutions for (i) the use of the two-way traffic lane on that portion of Paulin Drive which is outside of the Construction Access Area and/or (ii) relocation of the Temporary Vehicle Turnaround Area to a mutually-agreeable location for the County's use. During any such times of unavailability and subject to any alternatives agreed upon by the Parties as provided for herein, the Judicial Council shall take reasonable measures available to avoid impacts to the Administration Center including, but not limited to, public access to the HOJ and MADF, and shall reasonably ensure that its use of the Construction Access Area does not substantially conflict or interfere with the use of County Property.

4.4. Restoration. In compliance with and as set forth in the terms of this MOU, the Judicial Council shall repair, and reasonably restore to its original condition as of the Effective Date (reasonable wear and tear excepted), all damage to that portion of Paulin Drive located within the Construction Access Area or any portions of the County Property resulting from the Paulin Drive Partial Closure or the performance of the Courthouse Project.

5. **Temporary, Partial Relief of Parking Obligation.**

5.1. County Parking Obligation. The HOJ and MADF Transfer Agreements and Joint Occupancy Agreements, each respectively and collectively in conjunction with the others, provide that the County is responsible for providing certain Court Parking located within the Administration Center (as more fully defined therein) for use by jurors, judges, and Court staff, employees, and visitors ("**County Parking Obligation**").

5.2. Project-Impacted Parking Spaces. The Judicial Council's use of the Construction Access Area and the Paulin Drive Partial Closure provided hereunder this MOU for the performance of the Courthouse Project requires that eighteen (18) certain parking spaces included within the Court Parking which is subject to the County Parking Obligation be made unavailable to any users including the Court and County ("**Project-Impacted Parking Spaces**"), as depicted in the Courthouse Project Site Logistics Plan attached hereto as **Exhibit "B."** The Judicial Council requires the use of the Project-Impacted Parking Spaces for construction fencing, staging, and similar purposes.

5.3. Temporary Relief. In light of the Courthouse Project causing the Project-Impacted Parking Spaces to be made unavailable during the Judicial Council's

performance of its construction, the Judicial Council hereby relieves the County from the County Parking Obligation with respect only to the Project-Impacted Parking Spaces, including the requirement to provide alternate parking for the Project-Impacted Parking Spaces, for so long as the Judicial Council's use of the Construction Access Area prevents the use of the Project-Impacted Parking Spaces, until the expiration of this MOU, or mutual agreement of the Parties, whichever occurs earlier.

5.4. Additional Project-Impacted Parking. To the extent the Judicial Council's use of the Construction Access Area has additional impacts on the County Parking Obligation, the Parties shall meet and confer to determine what additional relief, if any, should be granted from the County Parking Obligation.

5.5. No Other Changes. Except as specifically provided for in this MOU, nothing herein otherwise serves or acts to alter or modify, temporarily or permanently, the County Parking Obligation or any other provision of the HOJ and MADF Transfer Agreements and Joint Occupancy Agreements, the respective Purchase and Sale Agreements for the Judicial Council Property, or other agreements between the Parties, unless expressly agreed to in writing and duly-executed by the Parties.

6. Courthouse Project Livestream. The County shall reasonably cooperate and coordinate in good faith with the Judicial Council to permit the Judicial Council's contractor for the Courthouse Project, at no cost or expense to the County, to temporarily place and install cameras and appurtenant equipment on the roof of the MADF, without penetrating the surface of the roof, for the sole purpose of providing livestream footage of the progress of the Courthouse Project's construction. Prior to the installation of said cameras, the Judicial Council shall provide the County with written plans for the installation, maintenance, and repair of the cameras, and obtain the County's written consent to said plans, which shall not be unreasonably conditioned, delayed, or withheld. Upon the completion of the Courthouse Project or the expiration of this MOU, whichever occurs earlier, the Judicial Council shall promptly remove, or cause to be removed, said livestream cameras and appurtenant equipment from the County Property, and agrees to repair any damage that may occur in the installation or removal thereof. In the event that said livestream cameras or appurtenant equipment create or cause any interference with or disruption of County business, the Judicial Council shall promptly address and resolve the issue. If the interference is not resolved within a reasonable amount of time, or in the event of an emergency, upon request by the County, the Judicial Council shall remove the livestream cameras or appurtenant equipment responsible for the interference.

7. Additional Access or Use. The Parties expect that the Judicial Council may seek approval from County to access or use County Property in a manner that is not specifically defined herein ("**Additional Uses**"). The County expressly reserves its right to approve or deny any Additional Uses, and this MOU shall not be construed as consent to any such Additional Uses.

8. Approvals. At the Judicial Council's sole cost, the Judicial Council shall obtain any and all required approvals, permits, licenses, permissions, certificates, or other documents ("**Approvals**") from all federal, state, and local governmental authorities having jurisdiction over all or any part of the Courthouse Project including, without limitation, the County (in its regulatory capacity, as the local permitting agency), the Division of the State Architect and/or the Office of the State Fire Marshal ("**Authorities Having Jurisdiction**"), which are necessary to perform the construction of the Courthouse Project, in accordance with all laws. The County agrees to reasonably cooperate with and assist the Judicial Council in so obtaining all necessary Approvals from any Authorities Having Jurisdiction; provided, however, that this obligation shall not affect the County's exercise of its regulatory authority to grant, deny, or impose conditions with respect to any Approvals. Following the completion of the construction of the Courthouse Project, the Judicial Council will continue to ensure that all necessary Approvals from any Authorities Having Jurisdiction are obtained and maintained as applicable.

9. Judicial Council Access Rights. The Parties acknowledge that the Judicial Council Old Jail Property and the Judicial Council Fleet Building Property are effectively and for all intents landlocked by the County Property within the Administration Center. Notwithstanding the foregoing, the Parties acknowledge and agree that the Grant Deed conveying the Judicial Council Old Jail Property from the County to the Judicial Council, which was recorded in the Official Records of Sonoma County on June 11, 2012, as Document No. 2012054977, and the Grant Deed conveying the Judicial Council Fleet Building Property from the County to the Judicial Council, which was recorded in the Official Records of Sonoma County on June 11, 2012, as Document No. 2012054974, each granted and conveyed the right of ingress and egress to the Judicial Council Old Jail Property and the Judicial Council Fleet Building Property, respectively. The Parties accordingly agree to reasonably cooperate and coordinate in good faith to ensure the Judicial Council may at all times effectuate said rights of access to and from the Judicial Council Old Jail Property and the Judicial Council Fleet Building Property within and throughout the Administration Center.

10. Mutual Indemnification.

10.1. 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 rights and obligations under this MOU, the use of County Property, or acts or omissions related to the Judicial Council's performance of the Courthouse Project, except to the extent caused by the

negligence or willful misconduct of the County Indemnitees.

10.2. 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 Sonoma; 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, or resulting from any act or omission of the County in using or causing damage to the Judicial Council Property in a manner related to the County’s exercise of any of the rights and obligations under this MOU, except to the extent caused by the negligence or willful misconduct of the State Indemnitees.

10.3. The Judicial Council and County’s 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 are either concluded or fully, finally, and absolutely barred by the applicable statutes of limitations, and the County Property is restored if and as required under this MOU.

10.4. The indemnity obligations set forth herein are not intended to displace and shall not be construed to impair any rights or remedies that the Parties may have under separate agreements.

11. Dispute Resolution. In the event of a dispute between the Parties relating to performance of the Parties’ obligations under this MOU, 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 a representative(s) who is familiar with the facts of the dispute, and who has authority to negotiate on behalf of and to effectively recommend settlement to the Party that they represent. If the Parties are unable to resolve the dispute through such unassisted negotiations, and prior to the filing of any legal action related to this MOU, the Parties shall be obligated to attend a mediation session with a neutral third-party mediator in the County of Sonoma for resolution, the cost of which shall be shared by the Parties equally. The Parties shall reasonably endeavor to have any such mediation occur within thirty (30) days from the date of a Party’s receipt of written notice from the other Party requesting that the dispute be submitted to mediation following the Parties’ good faith exhaustion of unassisted negotiations, or at the soonest available date thereafter.

12. General Provisions.

12.1. 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 relating to the subject matter of this MOU. 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 or in any separate written agreement between the Parties.

12.2. 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.

12.3. Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to implement the terms and provisions set forth in this MOU and to consummate the transactions contemplated herein. The Parties shall execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this MOU.

12.4. 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: Manager, Real Estate
2860 Gateway Oaks Drive, 4th Floor
Sacramento, CA 95833
Voice: 916-263-7999

With a copy to: Judicial Council of California
Facilities Services
Attention: Director
2860 Gateway Oaks Drive, 4th Floor
Sacramento, CA 95833
Voice: 916-263-2981

In addition, all notices by the County relating to 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
San Francisco, CA 94102
Voice: 415-865-7989

If to the County: County of Sonoma
General Services Department
Attention: Real Estate Manager
2300 County Center Drive, Suite A200
Santa Rosa, CA 95403

12.5. Waiver. No waiver of any term or provision of this MOU shall be effective unless set forth in writing and signed by the Party giving the waiver. No failure or delay on the part of either Party hereto in the exercise of any right, power, or privilege granted by this MOU shall operate as a waiver of such right, power, or privilege, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or future exercise thereof. A waiver given on any one occasion shall not operate as a continuing waiver of the same provision or as a waiver of any other provision set forth in this MOU.

12.6. Construction. This MOU will not be construed against either Party as the principal draftsperson.

12.7. Non-Assignability. Neither Party may assign this MOU to any third party without the prior, written consent of the other Party.

12.8. Governing Law; Venue. This MOU, and the Parties' performance under this MOU, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions. The County and Judicial Council agree that this MOU has been entered into in Sonoma, California, and that any legal action related to the interpretation or performance of the MOU shall be filed in the Superior Court for the State of California in Sonoma, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12.9. Severability. If any term, provision, covenant, or restriction in this MOU is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants, and restrictions of this

MOU will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the County and the Judicial Council that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this MOU without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

12.10. Independent Contractors. The relationship of the Parties to each other hereunder will be that of independent contractors, and nothing herein shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between or among any of the County Parties or the State Parties.

12.11. Authority. The Judicial Council and County 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.

12.12. Counterparts and Electronic Signatures. 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 dates written below.

JUDICIAL COUNCIL OF CALIFORNIA COUNTY OF SONOMA

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

By: _____
Name: Caroline Judy
Title: Director of General Services
Date: _____

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

APPROVED AS TO FORM:
Sonoma County Counsel

By: _____
Name: Jeremy P. Ehrlich
Title: Attorney
Date: _____

By: _____
Name: Jeremy M. Fonseca
Title: Deputy County Counsel
Date: _____

EXHIBIT “A”

ADMINISTRATION CENTER SITE PLAN





EXHIBIT “B”

COURTHOUSE PROJECT SITE LOGISTICS PLAN

The Courthouse Project Site Logistics Plan is comprised of the following:

1. Logistics plan.
2. Truck delivery route pursuant to which the Judicial Council or its contractor shall make reasonable efforts to instruct all delivery contractors that ingress/egress is from Bicentennial Way.



