

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE COURTS,
THE COUNTY OF MARIN AND
THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MARIN,
FOR THE CONTINUED USE OF
THE HISTORIC FRANK LLOYD WRIGHT DESIGNED
MARIN COUNTY CIVIC CENTER HALL OF JUSTICE
IN SATISFACTION OF
GOVERNMENT CODE SECTION 70329**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into on the _____ day of _____, 2008 (“**Effective Date**”) among the **Judicial Council of California, Administrative Office of the Courts** (“AOC”), the **County of Marin**, a political subdivision of the State of California (“**County**”), and the **Superior Court of California, County of Marin** (“**Court**”), together referred to in this MOU as “the Parties.”

Whereas, the Lockyer-Isenberg Trial Court Funding Act of 1997, AB 233 (Escutia and Pringle), provides for the transfer of the primary obligation for funding of court operations from the counties to the State of California, and;

Whereas, the restructuring of funding for the trial court operations accomplished by the Lockyer-Isenberg Trial Court Funding Act of 1997 ended a dual system of county and state funding of, and created a more stable and consistent funding source for trial court operations, and;

Whereas, the Trial Court Facilities Act of 2002 (SB 1732), (Escutia) (“the Act”) was adopted to provide for the transfer of responsibility for funding and operation of trial court facilities from the counties to the State of California on behalf of the Judicial Council of California, and;

Whereas, Government Code Section 70329 provides for an exception to the transfer of court facilities for historical buildings containing court facilities, and;

Whereas, the Marin County Civic Center designed by Frank Lloyd Wright located at 3501 Civic Center Drive, San Rafael, California, (“Civic Center”) is designated as a California Registered Historical Landmark, Number 999, and;

Whereas, there are court administrative functions and 15 courtrooms (collectively referred to as “Court Facility”) located in the Hall of Justice section of the historic Civic Center, and;

Whereas, the Parties wish to provide for the Court’s continued use of the Court Facility located in the Hall of Justice section of the Civic Center, and;

NOW, THEREFORE, the AOC, County, and Court agree as follows:

AGREEMENT

1. Purpose

This MOU constitutes an agreement among the AOC, County, and Court under Government Code Section 70329 (all further references to sections are to the Government Code unless otherwise specified) by which the County will continue to make available to the AOC and the Court the Court Facility (as that term is used in the Act) located in that part of the historic Civic Center, commonly known as the Hall of Justice located at 3501 Civic Center Drive, San Rafael, California 94903. The Parties make and enter into this MOU with the intention that it be consistent with the provisions of the Act.

2. Authorized Signatories

The AOC’s authorized signatory for this MOU is the Administrative Director of the Courts, William C. Vickrey. The County’s authorized signatory for this MOU is the President of County’s Board of Supervisors, Charles McGlashan. The Court’s authorized signatory for this MOU is the Presiding Judge, Honorable Verna A. Adams.

3. No Transfer/Continuation Of Operational Responsibilities/Preservation of Status Quo

a. Because the Court occupies the Court Facility in the historic Civic Center, no transfer of title to the real property or transfer of responsibility for the Court Facility to the State will occur.

b. The Parties agree that Section 70329 relieves the County of its responsibilities to pay a County Facilities Payment (CFP) under Section 70312 related to the Civic Center so long as the County continues to make the Civic Center available to the AOC and Court for use as a Court Facility.

c. The County will continue to be responsible to the same extent as currently exists and at the County’s sole cost and expense for the operation and maintenance of the Court Facility so long as it remains located in the Civic Center. County shall be

responsible for performing all necessary repairs and maintenance, including deferred maintenance, so that the areas of the Civic Center occupied by the Court on the Effective Date of this MOU remain in at least the same condition and state of suitability for use as a Court Facility as they were on the Effective Date. Neither the AOC nor the Court will be responsible for the operation and maintenance of the Civic Center or the Court Facility located in the Civic Center or for any of the costs or expenses of operation and maintenance of the Civic Center and the Court Facility, except as to those costs and expenses for which the AOC or the Court have currently accepted and assumed responsibility, or as otherwise agreed upon in writing. The Court will exercise reasonable care in the use of the Civic Center Court Facility areas and provide reasonable notice to County of any needed maintenance of or repairs to the Court Facility areas. Except as otherwise provided in Section 4 of this MOU, the AOC will bear responsibility, at AOC's sole cost and expense, for the operation and maintenance of any new court facilities required to accommodate future growth related to Court programs and operations housed in the Civic Center on the Effective Date of this MOU, including but not limited to growth related to new judgeships.

d. If the AOC should elect to relocate the Court Facility in its entirety from the Civic Center to a replacement facility, the State will have the sole responsibility to acquire, design, construct, operate, and maintain the replacement court facility and, once the Court Facility is so relocated, the County will have no further responsibilities for the Court Facility formerly located in the Civic Center other than the CFP under Section 70353 as provided in Section 4 herein. At all times before the State elects to relocate the Court Facility into a replacement court facility, the County will continue to have the right to provide, with consent of the Judicial Council and the Presiding Judge of the Superior Court, which consent will not be unreasonably withheld, alternative court facilities of at least comparable size, condition, and utility under Section 70329 (b) (2).

4. County Facilities Payment

a. If the AOC relocates the Court from the Civic Center to a replacement facility in accordance with Section 3(d) above, the County will then begin to pay to the State the estimated quarterly County Facilities Payments (CFP) under Section 70353. As the State has not appropriated any funding for a replacement court facility to replace the Court Facility currently located in the Civic Center, the Parties do not expect that the AOC and Court will vacate the Civic Center in the near future. The CFP will provide a source of funding for the ongoing operations and maintenance of any future replacement court facility consistent with the intent of the Legislature in enacting Government Code Section 70351.

b. Consistent with the Legislature's intent, the CFP will be limited to that amount the County historically expended for operation and maintenance of the Court

Facility, and the State will pay for ongoing operations and maintenance of any new court facility in excess of the County's CFP.

c. The Parties agree that when the CFP commences upon the relocation of the Court Facility from the Civic Center, the first four quarterly CFP's will be based upon the State's and County's good faith estimates of the operating, maintenance, repair, insurance, and utility expenses projected for those expenses of the replacement court facility during the first year of its operation adjusted proportionately to reflect only the gross area that the Court occupied in the Civic Center Court Facility.

d. After one year of occupancy in the replacement court facility, the actual expenses of the first year of court operations, proportionately adjusted as above, will be used to determine the permanent quarterly CFP. However, the permanent quarterly CFP shall not exceed that of the cost of the last full year of court operations before relocation of the Court Facility from the Marin Civic Center Court Facility. The AOC and the County will compare the estimated and actual expenses for the first year of occupancy of the replacement court facility at the end of the first year to determine the amount of a one-time reconciliation payment to the County should the actual expenses be less than that of the last full year of court operations before the relocation.

5. Disposition of Civic Center, Furniture, and Fixtures

Because no transfer of responsibility or title will occur for the Court Facility, Section 70391(c) will not apply. The AOC relinquishes any rights under the Act to the Civic Center, including but not limited to, all real property, and all improvements, historical fixtures, and historical furniture, except for any personal property determined to be the property of the Court under AB 233.

6. Non-Binding Dispute Resolution

a. Any dispute between the Parties arising out of this MOU will first be subject to informal negotiations consisting of a letter from the party alleging the dispute to the other parties and identifying it as a request for dispute resolution under this paragraph of the MOU. Any party receiving such a request for dispute resolution must respond within thirty calendar days of its receipt. The Parties will then engage in an unassisted negotiation regarding the dispute within the next ninety days or as otherwise mutually agreed in writing. At the conclusion of the informal negotiations, the Parties will mediate the dispute at the request of any party.

b. The Parties will mutually agree on a mediator within sixty calendar days of the informal negotiations conclusion. If the Parties do not agree to a mediator within sixty calendar days of the negotiation conclusion, the Parties agree to use the dispute

resolution services of JAMS, its successor, or a mutually agreed-upon alternative dispute resolution agency to assist in the appointment of a qualified neutral third-party mediator.

c. Within thirty calendar days of the selection or appointment of the mediator, the mediator must set a date, not more than ninety calendar days in the future unless the Parties so agree, for the Parties to each submit a written summary of issues and disputes. The Parties will equally share the costs of the mediator and any other associated mediation expenses, except for attorney fees and costs. A written agreement regarding compensation expenses must be reached between the mediator and the Parties before the mediation is commenced.

d. After consulting with the Parties, the mediator will fix the date, time, and place of each mediation session to be held at any convenient location agreeable to the Parties and the mediator. The mediation must be completed within sixty calendar days after the date designated for the delivery of the mediation statements unless the Parties and mediator otherwise mutually agree in writing.

e. The Parties must attend the mediation sessions and have a representative familiar with the facts of the dispute and with the authority either to negotiate on behalf of or to effectively recommend settlement to the entity he/she represents. Parties to the mediation may have the assistance of an attorney or other representative of their choice at their sole expense. Other persons may attend the mediation sessions only with the consent of all Parties and the mediator. Each party shall bear its own attorney fees and costs incurred as part of this mediation process.

f. The mediation statements and mediation will be confidential in all respects, and the provisions of California Evidence Code sections 1152 and 1154 will apply to all written and oral evidence presented in the mediation and to any and all settlement communications, or mediation communications made during the mediation itself or otherwise in furtherance of or related to the mediation or settlement of the dispute.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first above written.

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

APPROVED AS TO FORM:
Office of the General Counsel,
Judicial Council of California,
Administrative Office of the Courts

By: _____
Name: William C. Vickrey
Title: Administrative Director of the Courts

By: _____
Name: Melvin L. Kennedy
Title: Managing Attorney

Date: _____

Date: _____

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MARIN**

By: _____
Name: Honorable Verna A. Adams
Title: Presiding Judge

Date: _____

THE COUNTY OF MARIN

APPROVED AS TO FORM:
Office of the Marin County Counsel

By: _____
Name: Charles McGlashan
Title: President, Marin County Board of
Supervisors

By: _____
Name: Patrick K. Faulkner
Title: County Counsel

Date: _____

Date: _____