



# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL and AGENCY CHAIR AND BOARD

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL/AGENCY CHAIR  
AND BOARD

DATE: May 18, 2010

SUBJECT: Woodland Courthouse Memorandum of Understanding with the  
Administrative Office of Courts

### **Report in Brief**

Since discussions were first initiated regarding the consolidation of the Yolo County Superior Courts, representatives of the City of Woodland have been in the forefront to encourage the state to construct the new courthouse in Woodland and not relocate this important facility to some other community. To achieve this goal, the Woodland Redevelopment Agency has been assisting the State Administrative Office of the Courts (AOC) in acquiring parcels at an appropriate location in downtown Woodland.

In order to facilitate this project, it was agreed that the Agency would conduct certain technical analysis and studies of the proposed site and acquire the parcels from the private landowners. In return, the AOC agreed to reimburse the Agency for certain costs associated with the acquisition process. These conditions have been summarized in the attached Memorandum of Understanding (MOU).

Staff recommends that the Agency Board and City Council adopt Resolution No. \_\_\_\_\_ and No. \_\_\_\_\_ authorizing the Executive Director and City Manager to execute the MOU and authorizing the allocation of \$3,109,370 in redevelopment bond funds necessary to acquire the sites that will be used to accommodate the Woodland Courthouse Project.

### **Background**

Once the site was selected for the new Woodland Courthouse facility, the Agency led the efforts to acquire those identified parcels. Though it was understood that the AOC would eventually reimburse the Agency for most of the costs incurred in the acquisition, it could not sign a formal agreement until the appropriate amount of environmental review had been completed. In the last month, the Notice of Determination (NOD) for the new Woodland Courthouse Final Mitigated Negative Declaration (MND) was completed and released for public comment. The statute of limitations ends May 20, meaning that no legal challenges can be made on the basis of CEQA after that date and the AOC can proceed to sign the MOU and purchase the property.

Staff has been negotiating with the AOC to receive reimbursement for the majority of the costs. Staff anticipates that the Agency will be reimbursed for all but \$375,000 of the land acquisition cost. Of that amount, \$310,000 represents the difference between the price the Agency paid for the properties through an amicable and fair negotiation process and the appraised value which is the maximum amount the AOC is authorized to pay. The remaining \$65,000 is professional services associated with the acquisition process that are not eligible for reimbursement. The results of the negotiations are set forth in the MOU.

The Agency initiated negotiations to purchase the parcels with the private property owners after the state Public Works Board had approved the location for the courthouse facility. The parcels are bordered by Main, Sixth, Lincoln and Fifth streets. Staff conducted due diligence and evaluated the sites, including obtaining appraisals and geotechnical studies. In the cases of all three property owners, satisfactory purchase prices were agreed to which avoided costly litigation. Based on the results of the negotiation process, Purchase and Sale Agreements were prepared.

### **Discussion**

The MOU documents the AOC's agreement to reimburse the Agency for costs incurred in acquiring the parcels desired for the new Woodland Courthouse Project. This MOU is critical in that it defines the Agency's responsibilities in developing the court site and what activities will be reimbursed by the state. The purchase prices were based upon the highest and best use fair market value as determined through appraisals prepared for the properties. The total cost of the acquisition, including technical studies, and professional services is \$3,109,370.

The Agency support of the courthouse project is summarized in the table below:

<b>EXPENSES</b>		
<b>Acquisition</b>	<b>Cost</b>	<b>AOC Reimbursement</b>
1000-22 Main, 1021 Lincoln, City Lot/445 Fifth Street, 1011 Lincoln	\$2,835,000	\$2,525,000
<b>Technical services</b>		
Professional Services	\$136,000	\$71,000
Environmental	\$69,670	\$69,670
Appraisals Fees	\$68,700	\$68,700
<b>TOTAL ACQUISITION COST</b>	<b>\$3,109,370</b>	<b>\$2,734,370</b>

### Environmental Determination

The Administrative Office of the Courts, State of California is serving as the lead agency under the California Environmental Quality Act (CEQA) for the environmental review of the New Woodland Courthouse Project. The AOC prepared a draft Mitigated Negative Declaration (MND) pursuant to the requirements of CEQA for the courthouse project. The Draft MND was released for public review for a 30-day period beginning on February 16, 2010. The AOC finalized the MND and issued a Notice of Determination on April 20, 2010 after fully addressing the comments received on the Draft MND.

Staff expects the state to be prepared to purchase the parcels from the Agency in September. This action will be facilitated through a Purchase and Sale Agreement between the Agency and the State AOC. The state's reimbursement for the Agency's acquisition will be returned to the Redevelopment program for reinvestment in other downtown projects.

Execution of the MOU places the Woodland Courthouse Project on an excellent path to be one of the first new court facilities to be completed in California. The estimated \$173 million project will have a tremendous impact on Historic Downtown Woodland by consolidating seven court locations that support over 207 court employees, the criminal justice community and nearly 400,000 court visitors annually into one location within easy walking distance to downtown restaurants and shops. Given the current pace of the project so far, ground breaking could occur in late 2011 or early 2012 with completion in 2013.

### **Fiscal Impact**

The initial fiscal impact to the Agency associated with the land acquisition process for the Woodland Courthouse Project is \$3,109,370. The resolutions authorize allocation of the land acquisition costs from the redevelopment bond in order to finalize the sales with the private property owners. The redevelopment budget will be amended again to receive the reimbursement funds from the state when the property is transferred to the AOC in FY 2011.

### **Public Contact**

This item was posted on the City Council/Redevelopment Agency Board agenda.

**Alternative Courses of Action**

1. Adopt Agency Resolution No. \_\_\_\_\_ and Council Resolution No. \_\_\_\_\_ authorizing the Executive Director and City Manager to execute the MOU and authorizing the allocation of \$3,109,370 in redevelopment bond funds necessary to acquire the sites that will be used to accommodate the Woodland Courthouse Project.
2. Provide comments and direct staff to revise the MOU.
3. Cease further consideration of the MOU.

**Recommendation for Action**

Staff recommends that the Redevelopment Agency Board and the City Council approve Alternative No. 1.

Prepared by: Cynthia Shallit  
Redevelopment Manager

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Mark G. Deven  
City Manager  
Executive Director

Attachment: Council Resolution  
Agency Resolution  
Memorandum of Understanding

**COUNCIL RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WOODLAND APPROVING AND AUTHORIZING THE EXECUTION OF  
A MEMORANDUM OF UNDERSTANDING WITH THE  
REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND AND  
THE ADMINISTRATIVE OFFICE OF THE COURTS REGARDING THE  
PURCHASE OF LAND FOR THE NEW WOODLAND COURTHOUSE  
PROJECT**

**WHEREAS**, the Redevelopment Agency of the City of Woodland ("Agency") is carrying out the Redevelopment Plan ("Redevelopment Plan") for the Woodland Redevelopment Project ("Redevelopment Project"); and

**WHEREAS**, Section 33391 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) provides that an agency may, within a survey area or for purposes of redevelopment, purchase any real property and any improvements on it; and

**WHEREAS**, in furtherance of the Redevelopment Plan and for purposes of redevelopment, the Agency desires to purchase certain properties ("Properties") located within the boundaries of the Redevelopment Project ("Redevelopment Project Area") for possible use for development of the proposed consolidated Woodland Courthouse facility (Courthouse Project); and

**WHEREAS**, Section 15004 of the "State CEQA Guidelines" (California Code of Regulations, Title 14, Chapter 3, Sections 15000 et seq.) provides that an agency may enter into a land acquisition agreement before completion of an environmental review, when the agency has conditioned the agency's future use of the site on CEQA compliance; and

**WHEREAS**, the Administrative Office of the Courts (AOC) has filed a Notice of Determination for a Mitigated Negative Declaration in compliance with the California Environmental Quality Act (CEQA) for the new Courthouse Project; and

**WHEREAS**, the AOC and the Agency, in cooperation with the City of Woodland ("City"), have prepared a Memorandum of Understanding ("MOU") that documents the responsibilities of each party in the acquisition and related activities associated with securing the Properties for the Courthouse Project;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The City Council hereby approves the MOU between the Agency, City and the Administrative Office of Courts in substantially the form attached.

**Section 2.** The City Council hereby authorizes the City Manager to execute the MOU on behalf of the City, subject to any minor, technical or clarifying changes that may be approved by the City Attorney;

**Section 3.** The City Council hereby authorizes the expenditure of redevelopment bond funds for the purchase of the Properties in the amount of approximately \$3,109,370.

**Section 4.** The approvals and authorizations provided for in Sections 1 and 2, above, are conditioned upon the following: any future disposition and/or redevelopment of the Properties shall be subject to completion of any environmental studies and documentation required under the California Environmental Quality Act ("CEQA") (Public Resources Code Sections 21000 et seq.) and compliance with the State CEQA Guidelines.

**PASSED AND ADOPTED** at the meeting of the City Council of the City of Woodland, duly held on May 18, 2010, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Mayor

ATTEST:

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City Clerk

**AGENCY RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF WOODLAND AND THE ADMINISTRATIVE OFFICE OF THE COURTS REGARDING THE PURCHASE OF LAND FOR THE NEW WOODLAND COURTHOUSE PROJECT**

**WHEREAS**, the Redevelopment Agency of the City of Woodland ("Agency") is carrying out the Redevelopment Plan ("Redevelopment Plan") for the Woodland Redevelopment Project ("Redevelopment Project"); and

**WHEREAS**, Section 33391 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) provides that an agency may, within a survey area or for purposes of redevelopment, purchase any real property and any improvements on it; and

**WHEREAS**, in furtherance of the Redevelopment Plan and for purposes of redevelopment, the Agency desires to purchase certain properties ("Properties") located within the boundaries of the Redevelopment Project ("Redevelopment Project Area") for possible use for development of the proposed consolidated Woodland Courthouse facility ("Courthouse Project"); and

**WHEREAS**, Section 15004 of the "State CEQA Guidelines" (California Code of Regulations, Title 14, Chapter 3, Sections 15000 et seq.) provides that an agency may enter into a land acquisition agreement before completion of an environmental review, when the agency has conditioned the agency's future use of the site on CEQA compliance; and

**WHEREAS**, the Administrative Office of the Courts (AOC) has filed a Notice of Determination for a Mitigated Negative Declaration in compliance with the California Environmental Quality Act (CEQA) for the new Courthouse Project; and

**WHEREAS**, the AOC and the Agency, in cooperation with the City of Woodland (City), have prepared a Memorandum of Understanding ("MOU") that documents the responsibilities of each party in the acquisition and related activities associated with securing the Properties for the Courthouse Project;

**NOW, THEREFORE, THE REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The Agency hereby approves the MOU between the Agency, City and the Administrative Office of Courts in substantially the form attached.

**Section 2.** The Agency hereby authorizes the Executive Director to execute the MOU on behalf of the Agency, subject to any minor, technical or clarifying changes that may be approved by Agency Counsel;

**Section 3.** The Agency hereby authorizes the expenditure of redevelopment bond funds for the purchase of the Properties in the amount of approximately \$3,109,370.

**Section 4.** The approvals and authorizations provided for in Sections 1 and 2, above, are conditioned upon the following: any future disposition and/or redevelopment of the Properties shall be subject to completion of any environmental studies and documentation required under the California Environmental Quality Act ("CEQA") (Public Resources Code Sections 21000 et seq.) and compliance with the State CEQA Guidelines.

**PASSED AND ADOPTED** at the meeting of the Redevelopment Agency of the City of Woodland, duly held on May 18, 2010, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

ATTEST:

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Chairman

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Secretary

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA,  
ADMINISTRATIVE OFFICE OF THE COURTS; CITY OF WOODLAND;  
AND THE REDEVELOPMENT AGENCY OF THE CITY OF  
WOODLAND REGARDING THE PROPOSED NEW WOODLAND  
COURTHOUSE**

**WHEREAS**, the **JUDICIAL COUNCIL OF CALIFORNIA** (the “**Council**”), **ADMINISTRATIVE OFFICE OF THE COURTS** (together, the “**AOC**”) is engaged in locating a potential site for construction of a new courthouse for the Superior Court of California, County of Yolo in the City of Woodland, County of Yolo, State of California (the “**Project**”);

**WHEREAS**, the AOC has received site selection approval for the New Woodland Courthouse from the Public Works Board of the State of California (“**PWB**”) with respect to a potential 3.75 acre site which is comprised of parcels of real property which have the following street addresses within the City of Woodland: 1) 1000 Main Street; 2) 445 Fifth Street; 3) 1011 Lincoln Avenue; and 4) 1021 Lincoln Avenue (collectively, “**Real Property**”);

**WHEREAS**, the **CITY OF WOODLAND** (the “**City**”) desires that the AOC proceed with the Project;

**WHEREAS**, the **REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND** (the “**Agency**”) desires to participate in the acquisition of a site for the location of the new courthouse for the Superior Court of California, County of Yolo (the “**Court**”) in the City of Woodland;

**WHEREAS**, the Real Property is located within an area of the City designated for redevelopment pursuant to a redevelopment plan adopted on July 5, 1988, and amended most recently on May 15, 2007 (the “**Plan**”) which amendment was approved and adopted on May 15, 2007 by Ordinance No. 1481 pursuant to the California Community Redevelopment Law (Cal. Health & Safety Code §§ 33000 *et seq.*);

**WHEREAS**, the AOC has filed a Notice of Determination for a Mitigated Negative Declaration in compliance with the California Environmental Quality Act (CEQA) for the new courthouse at the Real Property site within the City of Woodland;

**WHEREAS**, with respect to the Real Property, the City of Woodland (“**City**”) currently owns the parcel which is located at 445 Fifth Street, Woodland (“**City Parcel**”);

**WHEREAS**, with the exception of the City Parcel, the other parcels of Real Property are currently owned by private parties (“**Private Parcels**”);

**WHEREAS**, the Agency is willing to use its authority to contract for the acquisition of the Private Parcels for public purposes beneficial to its Redevelopment Project Area and for public purposes beneficial to the City; and

**WHEREAS**, the AOC and the Agency desire to enter into this memorandum of understanding regarding the Agency's potential acquisition of the Private Parcels, and the Agency's potential sale of the Real Property to the AOC for construction of a new courthouse in the City.

**NOW, THEREFORE**, with respect to the Agency's potential acquisition of the Private Parcels and the potential sale of the Real Property to the AOC for construction of a possible new courthouse in the City, the parties hereto do hereby intend as follows:

**1. ACQUISITION OF PRIVATE PARCELS AND SALE OF REAL PROPERTY.** The Parties intend to proceed as follows:

(a) **Agency's Acquisition of Private Parcels.** Subject to the conditions set forth in this MOU, it is the intent of the Parties that the Agency will assist the AOC with respect to the following: conducting Phase I and Phase II reports, geotechnical analysis and other similar studies, appraisals and negotiating with the intent to acquire the Private Parcels. To this end, Agency may commence negotiations with the current owners of the Private Parcels, however, in no event shall Agency obligate itself to acquire any of the Private Parcels until the following has occurred:

(i) **Purchase Price:** Subject to final PWB approval, AOC shall have consented in writing to the proposed purchase prices for each Private Parcel, which purchase price shall not exceed the values for each Private Parcel as documented in appraisals prepared by Clark-Wolcott, dated July 29, 2009.

(ii) **Due Diligence:** AOC shall have notified the Agency in writing that AOC has completed its due diligence of the applicable Private Parcel(s) and that no further due diligence is necessary. The AOC reserves the right to conduct further due diligence up until the date that AOC takes title to the Real Property notwithstanding that AOC has notified the Agency pursuant to this subsection.

(b) **Sale and Transfer of Real Property to AOC.** After the Agency acquires the Private Parcels pursuant to this MOU, the AOC and the Agency will enter into one or more acquisition agreements whereby the State of California, acting by and through the AOC (collectively, the "**State Parties**"), will acquire the Real Property (i.e. the Private Parcels and the City Parcel) from the Agency as separate parcels. Agency understands that AOC is not authorized to acquire the Real Property until PWB has given site acquisition approval to the AOC with respect to the Real Property. The terms of the acquisition agreement(s) shall be mutually agreed upon by the AOC and the Agency, and

are subject to the approval of PWB. The Parties agree that the AOC can pay no more than the appraised value of each parcel.

## 2. AGENCY OBLIGATIONS

(a) **Cooperation in PWB Process.** The Agency shall cooperate with the AOC to resolve to the satisfaction of the PWB any condition of title with respect to each parcel of the Real Property that the PWB may require be resolved for its approval of the conveyance of the parcels of Real Property to the State of California, acting by and through the AOC.

(b) **Providing Relocation Activities Associated with Acquisition.** In connection with the acquisition of the Private Parcels, the Agency agrees to manage and carry out all necessary actions mandated by the California Relocation Assistance Act (Government Code Sections 7260 et seq.) and other state and federal law where applicable.

## 3. AOC OBLIGATIONS

(a) **AOC's Due Diligence Inspections.** As soon as reasonably practicable following the Effective Date of this MOU, AOC shall have the right, at its sole cost and expense, to conduct any and all investigations, inspections, and examinations relating to the condition of the parcels of the Real Property and their suitability for AOC's purposes, including but not limited to, assessment of environmental, soil, seismic, surface and subsurface conditions and for the presence of Hazardous Substances; and performing architectural, engineering, development, and/or economic feasibility studies (collectively, "Due Diligence Inspections"). AOC shall conduct such Due Diligence Inspections in such manner as to minimize any interference with the owners' current uses and occupancies of the parcels of the Real Property. Agency agrees to use good faith efforts to enable the AOC to have authorized access to the Private Parcels for the Due Diligence Inspections.

(b) **Reimbursements to Agency.** Upon execution of this MOU, the AOC will reimburse the Agency for reasonable out-of-pocket expenses incurred by the Agency prior to execution of this MOU in an amount not to exceed \$2,734,370 for those costs associated with obtaining appraisals, Phase I and II reports, and other approved third party reports and for legal expenses incurred by the Agency in connection with the acquisition of the Private Parcels, as evidenced by appropriate documentation including invoices, work product, receipts, and any applicable agreements with third parties. The AOC will not reimburse the Agency or the City for staff time or other internal operating costs. Subsequent to the execution of this MOU, the AOC will reimburse the Agency for all out-of-pocket expenses which have been approved in writing by the AOC.

(c) **Design of Project.** The AOC agrees that it shall consult with the Agency regarding design of the Project, provided, however, that the City and the Agency shall not have any right under the Plan or other document implementing the Plan, or otherwise, to impose any planning or design controls on the Real Property or the Project or to impose any other restrictions on the use or development of the Real Property or the Project.

#### 4. CITY AND AGENCY'S WAIVER OF RIGHTS

(a) **Waiver of Rights Under Plan.** The City and the Agency agree that neither entity will exercise at any time any rights it may have under the Plan or other document implementing the Plan, or impose any restrictions, controls, limitations or prohibitions on the State Parties use or development of the Real Property, construction of the Project, or maintenance and operation of the Project, including but not limited to any restriction, controls, limitations or prohibitions set forth in the Plan or other document implementing the Plan (e.g. design guidelines). In addition, as long as the State of California holds title to the Real Property, the City and the Agency waive forever any and all rights it may have under the Plan or other document implementing the Plan to enforce against the State Parties by litigation or any other means on its own behalf any provision of the Plan or other document implementing the Plan.

(b) **Waiver of Rights Under City General Plan, Zoning Laws, Building Code and other Municipal Code Provisions.** The City and the Agency further acknowledge and agree that neither the State Parties nor any other agency or department of the State of California is subject to the City's general plan, zoning ordinance, building code or other municipal code provisions in its development and construction of the Project or other facility owned by the State of California. In addition, as long as the State of California holds title to the Real Property, the City and the Agency waive forever any and all rights it may have to enforce against the State Parties by litigation or any other means the general plan, zoning ordinance, building codes or other such municipal code provisions.

#### 5. MISCELLANEOUS

(a) **Notices.** All notices required to be given by either party will be made in writing and may be effected (i) by personal delivery, (ii) via reputable overnight courier service, (iii) by mail registered or certified postage prepaid with return receipt requested, or (iv) by facsimile transmission. Notices sent by courier or mail must be addressed to the parties at the addresses and faxed notices must be sent to the parties at the facsimile numbers appearing below in this Section 4 (a), but each party may change its designated address or facsimile number by giving written notice to the other party in accordance herewith. Notices delivered personally will be deemed communicated as of actual receipt; notices sent via overnight courier will be deemed communicated as of the date delivered by the courier; mailed notices will be deemed communicated as of the date of receipt or the fifth day after mailing, whichever ever occurs first; and faxed notices will be deemed communicated as of the time and date of the facsimile confirmation printout of the recipient. The parties' addresses, telephone numbers and facsimile numbers are as follows (telephone numbers are provided for convenience only):

Agency:                      Redevelopment Agency of the City of Woodland  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Woodland, California \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

City: City of Woodland  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Woodland, California \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

AOC: Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
Attn: Assistant Director, Real Estate  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: 415-865-4040  
Facsimile: 415-865-8885

and,

Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
Attn: Director  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Telephone: 916-263-1493  
Facsimile: 916-263-2342

In addition, all audit requests and notices by the Agency related to termination of this MOU or any notice alleging any breach or default by the AOC of this MOU must also be sent to:

Administrative Office of the Courts  
Attention: Senior Manager, Business Services  
455 Golden Gate Avenue  
San Francisco, California 94102-3688

(b) **Brokerage Commissions.** Each Party will be solely responsible for, and will indemnify, defend, and hold harmless the other Party from and against, any commissions,

finder's fees, or other compensation claimed by any broker, finder, or other intermediary who alleges to have been employed or otherwise engaged by that Party in connection with any transaction contemplated in this MOU.

However, the AOC will reimburse the Agency for a portion of the brokerage commissions, if any, directly related to the acquisition of the Private Parcels incurred or promised to Sheffield Real Estate as described in the Professional Services Agreement between the Agency and Sheffield, dated May 1, 2009, ("**Brokerage Agreement**"). The AOC shall reimburse the Agency for the lesser of the following: a) \$50,000; or, b) half of the total amount owed by the Agency under the Brokerage Agreement. The Agency will evidence its claim through escrow instructions. Payment by the AOC to the Agency will be due at the close of escrow of the transfer of the Real Property from the Agency to the AOC.

(c) **Headings.** The headings used in this MOU are for convenience only and will not affect the meaning or interpretation of this MOU.

(d) **Incorporation by Reference.** The recitals contained in this MOU are incorporated into and made a part of this MOU for all purposes.

(e) **Roles and Responsibilities** This MOU is an understanding of roles and responsibilities of the Parties hereto, and represents the intentions of each, subject to the conditions and approvals described herein.

(f) **Integration; Amendments.** This MOU contains the entire understanding of the Parties, and supersedes all previous communications, representations and understandings, whether verbal, written, express, or implied, between the Parties.

(g) **Further Assurances.** The Parties agree to cooperate reasonably and in good faith with one another to (1) implement the terms and provisions set forth in this MOU, and (2) consummate the transactions contemplated herein, and shall execute any the agreements described herein, subject to the conditions attached thereto, and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this MOU.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

<p>APPROVED AS TO FORM:</p> <p>Administrative Office Of The Courts, Office Of The General Counsel</p> <p>By: _____ Name: Melvin L. Kennedy Title: Managing Attorney, Real Estate Unit Date: _____</p>	<p><b>JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS</b></p> <p>By: _____ Name: William C. Vickrey Title: Administrative Director of the Courts Date: _____</p>
<p>APPROVED AS TO FORM:</p> <p><b>Office Of City Attorney</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><b>CITY OF WOODLAND</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>APPROVED AS TO FORM:</p> <p><b>Office Of Agency Attorney</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><b>REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>