

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF EL DORADO
AND
THE JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS
REGARDING COSTS OF THE JOHNSON BUILDING
RE-ROOF PROJECT**

This Memorandum of Understanding (the “MOU”), dated for reference purposes only on this ____ day of _____, 2011, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (the “County”), and the Judicial Council of California, Administrative Office of the Courts (the “AOC”), with reference to the following facts. In this MOU, the County and the AOC are sometimes individually referred to as a “Party” and together referred to as the “Parties.”

FACTUAL BACKGROUND

A. Pursuant to the Trial Court Facilities Act of 2002, codified in Government Code sections 70301, *et seq.* (the “Act”), the County and the AOC entered into that certain Transfer Agreement For The Transfer of Responsibility For Court Facility, dated as of November 18, 2008 (the “Transfer Agreement”).

B. Under the Transfer Agreement, the County transferred to the AOC responsibility for funding and operation of the approximately 22,974 square foot trial court facility (as more fully defined and described in the Transfer Agreement, the “Court Facility”) that is located in the building commonly known as the Johnson Building, 1354 Johnson Boulevard, South Lake Tahoe, California 96150 (the “Johnson Building”).

C. Pursuant to the Transfer Agreement, responsibility for funding and operation of the Court Facility in the Johnson Building transitioned to the AOC on January 2, 2009.

D. The Court Facility is adjacent to and shares various structural features and mechanical systems with the County’s jail facility, which has a street address of 1360 Johnson Boulevard, South Lake Tahoe, California 96150 (the “Jail Facility”). The structural features shared by the Court Facility and the Jail Facility include, among other things, the roof.

E. The County and the AOC have now determined that the roof covering the Court Facility and the Jail Facility is in need of immediate repair and that substantial portions of the roof must be replaced.

F. The County and the AOC have agreed to proceed together with a project to repair and replace the roof as a shared-cost project and on the basis that the roof is a common roof shared by the Court Facility and the Jail Facility (the “**Re-Roof Project**”).

G. The AOC originally intended to commence the Re-Roof Project by no later than September 15, 2010; however, commencement of the Re-Roof Project has now been postponed until April 2011.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the AOC and the County hereby agree as follows:

AGREEMENT:

1. **Allocation of Re-Roof Project Costs**

1.1. **Original Estimated Cost; Final Estimated Cost.** In or around September 2010, the AOC obtained a cost estimate for the Re-Roof Project, which estimate was prepared based on the assumption that the Re-Roof Project would commence by no later than September 15, 2010 (the “**Original Estimate**”). In the Original Estimate, the Re-Roof Project contractor estimated that the total cost of the Re-Roof Project would be \$687,959.79 (the “**Original Estimated Cost**”). The Parties acknowledge that due to the delay in commencement of the Re-Roof Project until April 2011, the estimated cost of construction shown in the Original Estimate is subject to an inflationary cost increase prior to the start of the Re-Roof Project. The AOC shall cause the Re-Roof Project contractor to submit a revised estimate of the total cost of the Re-Roof Project at least 15 days prior to the start of work on the Re-Roof Project showing (a) any inflationary increase in the cost of construction for the Re-Roof Project, and (b) the contractor’s final estimated cost of the Re-Roof Project (the “**Final Estimated Cost**”).

1.1.1. **Allocation of Costs.** The Parties have agreed that they will share the total, actual cost of the Re-Roof Project as follows: the County shall be responsible to pay 17.93 percent of the total actual cost, and the AOC shall be responsible to pay 82.07 percent of the total actual cost, as provided below in section 1.4 of this MOU. Accordingly, based solely on the Original Estimate, which is subject to increase as provided in section 1.1, above, the County’s share of the total, actual Re-Roof Project cost is expected to be *approximately* \$123,351.19 (the “**Estimated County Cost of Project**”), and the AOC’s share of the total, actual Re-Roof Project cost is expected to be *approximately* \$564,608.60 (the “**Estimated AOC Cost of Project**”), as shown on the FM Cost Spreadsheet attached to this MOU as **Exhibit “A”**. Notwithstanding the foregoing, the AOC and the County acknowledge that the Estimated County Cost of Project and the Estimated AOC Cost of Project are subject to adjustment and increase based on the Final Estimated Cost. The Depiction of Re-Roof Project Area, attached

hereto as **Exhibit “B”**, shows each Party’s designated portion of the Johnson Building roof that will be repaired or replaced in connection with the Re-Roof Project.

1.1.2. Notice of Change to Estimated Cost of Re-Roof Project.

Within three business days after the AOC receives the Final Estimated Cost from the contractor, the AOC shall provide a copy of the Final Estimated Cost to the County’s project representative and shall notify the County’s project representative of any inflationary increase in the cost of construction that has resulted in a Final Estimated Cost that is greater than the Original Estimated Cost. In the event, and only in the event, that the Final Estimated Cost is greater than the Original Estimated Cost by 10 percent **or more**, the AOC shall not permit the Re-Roof Project contractor to commence work on the Re-Roof Project unless and until either: (a) the County gives its written consent to the Final Estimated Cost; or (b) the AOC and the County enter into a separate written agreement, supplementing this MOU, that sets forth the basis on which the Final Estimated Cost will be allocated between and paid by the Parties. If the Final Estimated Cost is less than or the same as the Original Estimated Cost, or exceeds the Original Estimated Cost by **less than** 10 percent, the AOC shall have the right to permit the Re-Roof Project contractor to commence work on the Re-Roof Project immediately upon the AOC’s approval of the Final Estimated Cost.

1.2. Cost Overruns. In addition to the Parties’ respective pro rata shares of the Final Estimated Cost, determined pursuant to sections 1.1.1 and 1.1.2 above, the County and the AOC shall each be responsible to pay the total actual amount of any additional costs, expenses, and cost overruns (each a “**Cost Overrun Amount**”) that (a) relate to that Party’s portion of the Johnson Building roof, as shown on **Exhibit “B”** attached hereto, and (b) that have been approved in writing by such Party pursuant to the terms of this section 1.2.

1.2.1. Notice; County Approval Required.

The AOC shall not authorize its Re-Roof Project contractor to perform any work that would result in a Cost Overrun Amount on or to the County’s portion of the Johnson Building roof without first providing written notice to the County’s project representative of the nature, extent, and reasons for the proposed additional work and the estimated Cost Overrun Amount related thereto, and obtaining written authorization from the County’s project representative to proceed with such work, which authorization shall not be unreasonably withheld. The County’s project representative shall approve or otherwise respond to each Cost Overrun Amount within three business days after his or her receipt of any notice of a Cost Overrun Amount from the AOC. If the County does not approve any Cost Overrun Amount, the County shall deliver to the AOC, along with the County’s timely written disapproval of the Cost Overrun Amount, a reasonably-detailed explanation of the County’s reasons for withholding its approval to the Cost Overrun Amount. Upon the AOC’s receipt of a timely, written disapproval of any Cost Overrun Amount from the County pursuant to this section 1.2.1, the AOC shall have the right, but not the obligation,

in its sole discretion, either to: (a) proceed, at the AOC's sole cost and expense, with some or all of the work that will result in the Cost Overrun Amount related to the County's portion of the Johnson Building roof; or (b) direct the Re-Roof Project contractor not to proceed with the work that will result in the Cost Overrun Amount related to the County's portion of the Johnson Building roof.

1.2.2. Cost Overrun Amounts Not Specific to Either Party. If the Re-Roof Project contractor notifies the AOC that any work is required that will result in a Cost Overrun Amount, but that is not specific to either Party's portion of the roof, or that affects both Parties' portions of the roof, the AOC shall so indicate in its notice to the County's project representative under section 1.2.1 hereof. Within three business days after the County's receipt of any such notice from the AOC, the Parties shall meet and confer in good faith, in person or by telephone, to determine whether to authorize the Cost Overrun Amount. If both Parties authorize the Cost Overrun Amount, the County shall be responsible to pay 17.93 percent of the total, actual Cost Overrun Amount and the AOC shall be responsible to pay 82.07 percent of the total, actual Cost Overrun Amount. If neither Party authorizes the Cost Overrun Amount, the AOC shall direct the Re-Roof Project contractor not to proceed with the work that will result in the Cost Overrun Amount. If only the County disapproves the Cost Overrun Amount, then the AOC shall have the right to proceed as described in section 1.2.1 (a) or (b), above.

1.3. Change Orders. The AOC will provide written notice to the County's project representative of all change orders initiated by the Re-Roof Project contractor that would affect the County's portion of the roof or would result in a Cost Overrun Amount for which the County would be entirely or partially obligated to pay pursuant to section 1.2, above. The Parties will use the change order form established by the AOC. The County will approve or otherwise respond to all such change orders within three business days following the County's receipt of the proposed change order from the AOC. The County's approval of change orders shall not be unreasonably withheld, and the County shall be responsible for any delays or costs that result from delayed response to any change orders submitted to the County's project representative. Change orders shall include adjustments to the Re-Roof Project scheduled completion date and the Re-Roof Project Final Estimated Cost as necessary to accommodate the changes. Except as expressly provided in section 1.3.1 of this MOU, neither Party shall initiate any change orders that would result in a Cost Overrun Amount for which the other Party would be entirely or partially obligated to pay, without the prior, written consent of the other Party.

1.3.1. Change Orders Required to Alleviate Safety Concerns. For changes requiring immediate action to address serious life, health, safety, or security issues, the AOC shall have the right to execute such change orders as are reasonably necessary to alleviate such safety issues, and shall notify the County of the changes so authorized by the AOC as promptly as is reasonably possible under the circumstances via telephone or e-mail, as provided in section 4.2 of this MOU.

1.4. Payments. The AOC and the County shall pay all agreed-upon, actual costs to complete the Re-Roof Project, including the costs of any allowed construction claims, in the manner and respective proportions provided in this MOU.

1.4.1. Payment by the AOC. The AOC commits and agrees to make direct payment to the Re-Roof Project contractor of the total agreed-upon, actual cost of the Re-Roof Project for the Johnson Building subject to the County's reimbursement obligations set forth in this MOU. The AOC further commits and agrees to provide written notice to the County's project representative promptly upon completion of the Re-Roof Project.

1.4.2. Payment by the County. The County commits and agrees to reimburse to the AOC the County's share of Re-Roof Project costs as specified herein by no later than 30 days after the County's project representative receives a notice from the AOC that the Re-Roof Project has been completed and an invoice detailing the final, actual Re-Roof Project costs. If, however, the invoice is challenged in accordance with section 1.4.3 herein below, the County shall make payment of that portion of the invoice which is not in dispute within thirty (30) calendar days of receiving the invoice.

1.4.3. Challenging an Invoice. In the event that the County challenges any portion of, or any line item shown on, the invoice from the AOC, then the County shall notify the AOC of such challenge and the basis therefor and provide adequate justification for the challenge within ten (10) calendar days of receiving said invoice. If the payment of, or adjustment to, any amount challenged by the County cannot be resolved by the parties within fifteen (15) calendar days of notification to the AOC of the challenged amount, then both parties mutually agree to resolve the dispute in accordance with the dispute resolution provisions set forth in section 8.2 of this MOU.

2. AOC Responsibilities and Rights

2.1. Re-Roof Project Management. The Parties agree that the AOC will manage the Re-Roof Project and engage the contractor that will perform the Re-Roof Project. The services to be performed by the AOC in connection with the Re-Roof Project include, but are not limited to: consultant selection; project programming; bidding and contract award; labor compliance certification; construction phase inspection services; maintenance of project files; negotiation of contract changes; acceptance and rejection of work; interpretation and enforcement of contract documents and codes; project closeout procedures; and contractor claim/dispute resolution services, all in a manner consistent with the AOC's obligations under this MOU. The AOC shall require the contractor to comply with the applicable provisions of the prevailing wage laws contained in California Labor Code section 1720 *et seq.* Additionally, the AOC shall require the contractor to obtain performance and payment bonds in an amount equal to one-hundred percent of the Final Estimated Cost of the Re-Roof Project.

2.2. Compliance with Security Measures. The AOC will comply, and will require its contractor to comply, with reasonable security measures established by the County for accessing the Re-Roof Project construction area through the Jail Facility. The Parties shall endeavor to establish such security measures and protocols for access to the Re-Roof Project construction area by the AOC and its contractor by 10 days prior to the commencement of work on the Re-Roof Project.

2.3. Re-Roof Project Representative. To facilitate the work on the Re-Roof Project, the AOC has appointed a project representative, Nick Turner, who will have day-to-day authority to execute the AOC's rights and responsibilities under this MOU on behalf of the AOC. The AOC shall notify the County of any change to the AOC's project representative pursuant to section 5 of this MOU.

2.4. As-Built Drawings. Within a reasonable time after completion of construction, the AOC or its contractor shall provide the County with a set of as-built drawings.

2.5. Guarantee. The AOC's contractor shall provide written guarantee of all of its work for one (1) year from acceptance by the AOC. The guarantee shall inure to both the AOC's and the County's benefit.

3. County Responsibilities and Rights.

3.1. Access. The County shall provide the AOC, its officers, agents, employees, and contractors who will participate in the Re-Roof Project, access to the construction area through the Jail Facility as needed, subject to the reasonable security measures established by the County.

3.2. Field Visits. The County and its authorized representatives shall be permitted to participate in field visits to observe the progress of the Re-Roof Project, not to exceed once per week. The County shall at no time give direct instruction to the contractor or any subcontractors regarding the Re-Roof Project, but shall communicate all County issues and concerns through the AOC's project manager.

3.3. Safety Risks. The County acknowledges that entry into the construction area carries a certain risk. Any officer, agent, employee, contractor, or other visitor that enters the construction area at the County's request or on the County's behalf shall do so at his or her own risk. The County shall take adequate precautions to ensure the safety of all such persons who enter the construction area at the County's request or on the County's behalf, and shall ensure that all such persons follow all safety protocols required by the AOC or its contractor while they are in or around the construction area.

3.4. Re-Roof Project Representative. To facilitate the work on the Re-Roof Project, the County has appointed as the County's project representative, Jim Ware,

who will have day-to-day authority to execute the County's rights and responsibilities under this MOU. The County shall notify the AOC of any change to the County's project representative pursuant to section 5 of this MOU.

4. Insurance

4.1. Third-Party Contractor Insurance. Each Party must require any contractor it engages to perform work in connection with or otherwise related to the Re-Roof Project to: (i) obtain and maintain insurance of the types and in the coverage amounts that are usual and customary to the type of business or exposures related to the work being performed; (ii) name the County, the Judicial Council of California, the Administrative Office of the Courts, the Superior Court of California for the County of El Dorado, and the State of California, and their respective officers, agents, and employees (collectively, the "**Insured Parties**"), as additional insureds by specific endorsement to their general liability policies; (iii) provide to the Parties advance notice at least 30 days prior to any cancellation of or material change to any insurance coverage required in this section 4.1 of the MOU.

4.2. Contractor's Insurance. In furtherance of the terms of section 4.1 of this MOU, the AOC shall require the Re-Roof Project contractor to obtain and maintain commercial general liability and commercial automobile liability policies of the types and in the coverage amounts specified in sections 4.2.1 and 4.2.2 below. Such commercial general liability and commercial automobile liability policies shall name the Insured Parties as additional insureds, as their interests may appear, by specific endorsement to such commercial general liability and commercial automobile liability insurance policies.

4.2.1. Commercial General Liability Policy. The terms of the commercial general liability policy (and, if required, excess liability or umbrella liability insurance) obtained and maintained by the Re-Roof Project contractor and any other contractor engaged by a Party, shall be set forth on a written occurrence form that reflects coverage of the contractor and the Insured Parties, with limits of liability of not less than \$2,000,000 per occurrence and annual aggregate. Each such policy shall provide insurance for liabilities arising out of the premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liabilities assumed under an insured contract. If required, excess liability or umbrella liability insurance will supplement the commercial general liability policy, so long as such excess or umbrella liability insurance follows the form of the commercial general liability policy.

4.2.2. Commercial Automobile Liability Policy. The terms of the commercial automobile liability policy (and, if required, excess liability or umbrella liability insurance) obtained and maintained by the Re-Roof Project contractor or any other contractor engaged by a Party, shall cover the Insured Parties with limits of not less

than \$2,000,000 per accident. Such insurance shall cover liability resulting from the operation of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the performance of the work to be performed by the applicable contractor.

4.2.3. Subrogation and Indemnification. Prior to commencement of construction, the AOC shall obtain from the Re-Roof Project contractor a waiver of subrogation in favor of the Parties with respect to any insurance policy required to be held by the Re-Roof Project contractor under this MOU. Unless the Parties otherwise agree, the Re-Roof Project contractor and each other contractor engaged by a Party in connection with the Re-Roof Project, must indemnify, defend, and hold harmless the Insured Parties from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the contractor's performance of its contracts in connection with the Re-Roof Project, and none of the Insured Parties shall waive any right of recovery or subrogation against any other Insured Parties in respect of their contractual arrangements with a contractor.

4.3. Workers' Compensation Insurance. Notwithstanding any other term or provision of this MOU, the County and AOC must each maintain and keep in force, at all times during the Re-Roof Project, workers' compensation insurance or similar insurance for its own employees, and neither Party shall have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

4.3.1. Workers' Compensation Claims. The AOC and the County shall each be solely liable and responsible for any and all workers' compensation claims asserted by its own employees caused by or resulting from the Re-Roof Project. The AOC and the County each hereby waives, and each will cause its insurers to waive, all rights of recovery against the other Party and its insurers for workers' compensation claims.

5. Indemnity. To the extent each Party is legally-authorized to do so, each Party to this MOU shall, and hereby does, hold harmless, defend at its own expense, and indemnify the other Party and the officers, agents, employees, and volunteers of that Party from any and all fines, penalties, liability, claims, losses, delays, damages, costs, or expenses, including reasonable attorney fees, for personal injury, property damage, and economic or consequential losses, which result from the indemnifying Party's duties, obligations, responsibilities, or activities under this MOU.

6. Audit and Inspection. The AOC shall maintain all books, documents, accounting records, and other evidence pertaining to direct construction costs incurred by the AOC related to the Re-Roof Project, and shall make such materials available for inspection by the County or its designee at the AOC's offices at reasonable times during the Re-Roof Project construction period and for three (3) years from the date of the

County's final payment to the AOC of its share of the total, actual costs agreed upon by the Parties.

7. Notices

7.1. Written Notices. Unless otherwise expressly provided in this MOU, all notices required or permitted to be given hereunder shall be in writing and shall be deemed duly delivered if it is (a) personally delivered; (b) sent by certified United States mail, return receipt requested; or (c) 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 AOC:

Project Representative: Nick Turner
Office of Court Construction and Management
Judicial Council of California
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Office: (916) 263-7886
E-mail: nick.turner2@jud.ca.gov

With a copy to:

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Portfolio Administration Analyst for the
Northern/Central Regional Office
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102
Voice: (415) 865-4986
Fax: (415) 865-8885

Administrative Office of the Courts
Office of Court Construction and Management
Attention: Manager, Real Estate
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Voice: (415) 865-4048
Fax: (415) 865-8885

In addition, all audit requests and notices by the County relating to termination of this MOU or alleged 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, CA 94102-3688
Voice: (415) 865-4090
Fax: (415) 865-4326
E-mail: grant.walker@jud.ca.gov

If to the County:

Project Representative: Jim Ware
County of El Dorado,
Director, Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Office: (530) 621-5982
E-mail: jim.ware@edcgov.us

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

7.2. Notices of Urgent Change Orders. The AOC may give notices of safety-related change orders to the County pursuant to section 1.3.1, and both Parties may exchange day-to-day communications regarding the Re-Roof Project or any other urgent matter regarding the Re-Roof Project, by e-mail or telephone between the Parties' respective project representatives at the telephone numbers and e-mail addresses provided in section 5.1 of this MOU.

7.3. Deemed Approval. A Party's failure to make a timely response to any matter for which its response is required under this MOU shall be deemed the non-responding Party's unqualified approval of or consent to the matter at issue.

8. MISCELLANEOUS PROVISIONS.

8.1. Binding Effect and Termination. This MOU is binding upon and inures to the benefit of the AOC and the County and their respective successors. This MOU shall remain in full force and effect unless and until it is terminated by the Parties' full payment and performance of all of their respective obligations under this MOU or by a writing signed by both Parties.

8.2. Dispute Resolution. If a disagreement or dispute arises between the Parties regarding the terms of this MOU or the Re-Roof Project, the Parties will attempt to resolve their disagreement by unassisted negotiation between the Parties' respective Re-Roof Project representatives, and such other members of the AOC's staff and County's staff as each Party's Re-Roof Project representative may designate, at the operating level. If the Parties are not able to fully and finally resolve their disagreement through such discussions, the Parties will refer the matter to the then Chief Deputy Director of the AOC, and the then County Administrative Officer for resolution.

8.3. Entire Agreement. This MOU, including the factual recitals herein and the Exhibits attached hereto, contains the entire and complete understanding and agreement of the Parties hereto with respect to the subject matter of this MOU, and supersedes any and all other prior or contemporaneous agreements, representations, or understandings between the Parties, oral or written.

8.4. Amendment. This MOU can be amended only by a written document signed by all of the Parties.

8.5. Time of Performance. Unless otherwise specifically provided in this MOU, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any duty falls on a Saturday, Sunday, holiday, or furlough day of the obligated Party, such payment shall be made or duty performed on the next succeeding business day.

8.6. Further Assurances. Each Party hereto agrees to cooperate reasonably and in good faith with the other Party, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions, as may be reasonably requested of it from time to time in order to effectuate the terms and intent of this MOU.

8.7. Time of the Essence. Time is of the essence with respect to each and every provision of this MOU.

8.8. Waivers. Any waiver by a Party to this MOU of any term or condition set forth herein, or of any breach of this MOU, shall not constitute a waiver of any other provision or breach on the same occasion or a waiver of the same or any other provision or breach on any other occasion.

8.9. Counsel and Drafting. Each Party has had the opportunity to participate in the drafting and preparation of this MOU and represents that it has reviewed this MOU with its own counsel. No Party shall deny the validity of this MOU on the ground that such Party did not have the advice of counsel in connection with this MOU. The terms of this MOU shall not be construed for or against any Party as the principal draftsman hereof.

8.10. Severability. If any term of this MOU is inconsistent with applicable law, then upon the request of either Party, the Parties will promptly meet and confer in good faith to determine how to amend the inconsistent term in a manner consistent with law, but all parts of this MOU not affected by the inconsistency shall remain in full force and effect.

8.11. Governing Law. This MOU shall be governed and construed in accordance with the internal laws of the State of California without resort to choice of law principles. Any action arising out of this MOU, including but not limited to, litigation, mediation, or arbitration, shall be brought in Sacramento County, California.

8.12. Authority to Execute this MOU. The AOC and the County each represent and warrant that (a) the individual signing this MOU on its behalf has the authority to execute this MOU on its behalf, (b) all approvals required for each Party to sign and deliver this MOU have been obtained, and (c) all approvals required for each Party to perform its duties under this MOU have been or will be timely obtained.

8.13. Recitals and Exhibits Incorporated. The factual recitals set forth in this MOU and the Exhibits attached to this MOU are hereby incorporated into and a part of this MOU for all purposes. All references to this MOU set forth herein, in the Exhibits hereto, or in any other agreement or instrument pertaining to this MOU, shall be deemed to include the factual recitals set forth herein and the Exhibits attached to this MOU.


8.14. Headings. The section headings in this MOU are inserted solely for the convenience of the Parties and shall not limit, restrict, or expand the terms and conditions set forth in this MOU.

8.15. No Third-Party Beneficiaries. The AOC and the County understand and agree that this MOU creates rights and obligations solely between the AOC and the County and is not intended to benefit any other party. No provision of this MOU shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this MOU or any of its terms or conditions, or otherwise give rise to any cause of action in any person not a party hereto.


[SIGNATURE PAGE IMMEDIATELY TO FOLLOW]

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

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

By: 
Name: Leslie G. Miessner
Title: Supervising Attorney

JUDICIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS

By: 
Name: Grant Walker
Title: Senior Manager, Business Services

APPROVED AS TO FORM:

COUNTY OF EL DORADO

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT “A”
FM COST SPREADSHEET
[see attached]



FM Cost Spreadsheet

Name: Miller
 Date Submitted: March 30, 2011
 Bldg #/Name: 09-E1 Johnson Building
 Project Name: Johnson Re-Roof

Name	Labor Hours	Total Cost	AOC Cost of Project	EI Dorado County Cost of Project
Project Manager	194	\$22,523.40	\$16,216.85	\$6,306.55
Project Manager OT				
District Supervisor	24	\$2,167.20	\$1,560.38	\$606.82
District Supervisor OT				
Stationary Engineer	199	\$15,402.60	\$11,089.87	\$4,312.73
Stationary Engineer OT				
AFM Labor Total >>				
\$40,093.20				
Materials & Travel Costs				
Travel (18 trips * 206.568 m * .485/m)		\$1,803.00	\$1,298.16	\$504.84
Leon Environmental		\$1,400.00	\$1,008.00	\$392.00
Labor Billed to Date (Miller/Wackenhut)		\$8,566.24	\$6,167.69	\$2,398.55
Brownies		\$300.00	\$216.00	\$84.00
Kodiak Material Flat Roof		\$208,123.76	\$149,849.11	\$58,274.65
Kodiak Material AOC Mansard		\$96,057.12	\$96,057.12	
Kodiak Material Parking Mansard		\$16,009.52	\$16,009.52	
Material/Rental Total >>				
\$332,259.64				
Sub-Contractor				
PM Design Group		\$12,570.54	\$9,050.79	\$3,519.75
Parc Environmental Mansard		\$38,822.00	\$38,822.00	
Kodiak Labor Flat Roof		\$191,517.19	\$137,892.38	\$53,624.81
Kodiak Labor AOC Mansard		\$86,881.79	\$86,881.79	
Kodiak Labor Parking Mansard		\$15,560.96	\$15,560.96	
Subcontractor Total >>				
\$345,352.48				
\$717,705.32			\$587,680.62	
\$130,024.70			\$130,024.70	
AOC Cost of Project			EI Dorado County Cost of Project	

EXHIBIT “B”
DEPICTION OF RE-ROOF PROJECT AREA
[see attached]

EXHIBIT B

